

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

Feddersen, C.F.

Citation

Feddersen, C. F. (2016, September 29). *Principled pragmatism : VOC Interaction with Makassar 1637-68, and the nature of company diplomacy*. Retrieved from https://hdl.handle.net/1887/43297

Version: Not Applicable (or Unknown)

License:

Downloaded from: https://hdl.handle.net/1887/43297

Note: To cite this publication please use the final published version (if applicable).

Cover Page



Universiteit Leiden



The handle http://hdl.handle.net/1887/43297 holds various files of this Leiden University dissertation

Author: Feddersen, Carl Fredrik

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

company diplomacy

Issue Date: 2016-09-29

Chapter 8: Learning to Make Treaties, Two Treaties of Political Hegemony, 1667-68

Section 1: Chapter introduction

The treaties that Cornelis Speelman concluded during his 1667–68 campaign in the eastern quarters can be split into three: The treaties concluded in the Moluccas and with Buton before the fall of Makassar in November 1667, which established a "security ring" around Makassar; the November 1667 treaty with Makassar, which laid down and regulated the Company's hegemony over Makassar; and, finally, the March 1668 treaty with Tello, which secured the latter's commitment to the November 1667 treaty. Taken together, these secured the Company's overlordship in South Sulawesi and the Eastern Archipelago. The way this political hegemony was constructed by treaty forms the topic of this section.

Section propositions

Both in the substance of the actual regulations as well as in their textual formulations, these treaties were drafted with a sharp eye to the main challenge of the new hegemonic political order, namely how to keep

your friends close and your (former) enemies under even closer control.

In this section, I argue that the challenges of establishing a hegemonic political order rejected Eurocentrism and were de facto met with hyperpragmatism.

It is a basic assumption in the analysis that neither the treaties with the outer islands nor those with Sulawesi polities should be seen as completely distinct, but as integrated parts of the same hegemonic structure. But, one has to separate the parts to see the whole. Also, if all the treaties under discussion here formed integrated parts of the Company's hegemonic structure, variations in their form and content are to be found. These particularities reflected variations in local conditions, and thus represented adaptations made for the preservation of the hegemonic order. My analysis will shift between the general and the particular dimensions of the construction of hegemony.

Plan of exposition

The treaty complex that secured the Company's hegemony over South
Sulawesi and in the Moluccas was to a large degree the work of
Speelman. As for his doings in Makassar and the Eastern Quarters
specifically, I sketch the contents of the separate treaties concluded by or

on behalf of Speelman and the Company in Buton and the Moluccas between January 4 and June 25, 1667. Here, I analyse the June 25 treaty with Buton in some detail, as it illustrates how a specific local political challenge was tackled by treaty. I then go on to analyse the contracts concluded in Sulawesi, namely the November 18, 1667 treaty with Makassar and the January–March 1668 treaty with the Tello, with an emphasis on the former. All the quotes and references to the treaty texts are taken from Heeres compilations.

⁹⁹¹ From now on: "The treaties with the outer islands" or "Outer Islands treaties."

Section 2: The outer islands treaties January–June 1667: Articulation of bonds of vassalage

The treaties between the Company and miscellaneous Moluccan islands concluded by or on behalf of Speelman between January and June 1667 comprise, in chronological order, a treaty of surrender to the Company by a Makassarese army in Buton on January 4, 992 a treaty of Tidorese recognition of Company overlordship concluded on March 29, 993 a treaty of pacification and alliance with the king of Tibor on the north coast, also dated March 29, 994 and three successive treaties recognising Company overlordship, by Ternate, dated March 30, 995 Batjan April 12, 996 and Buton, June 25. 997

The rationale for all these agreements was to establish a security ring of Company allies around Makassar. As such, they were all contracts of vassalage to the Company. They typically detailed restrictions on and procedures for diplomatic interaction with third parties, stated military alliance obligations towards the Company, and gave the Company a veto or final say in the procedure for leadership

 $^{^{992}}$ Makassar, January 4, 1667, Corpus Diplomaticum, 2.346–48.

⁹⁹³ Molukken, March 29 1667, *Corpus Diplomaticum*, 2.193, 348–54.

⁹⁹⁴ Makassar, March 29, 1667, Corpus Diplomaticum, 2.354–55.

⁹⁹⁵ Molukken, March 30, 1667, Corpus Diplomaticum, 2.356–59.

⁹⁹⁶ Molukken, April 12, 1667, Corpus Diplomaticum, 2.359–63.

⁹⁹⁷ Boeton, June 25, 1667, Corpus Diplomaticum, 2.363–68.

succession. ⁹⁹⁸ For reasons of economy of space, I shall restrict my analysis of these treaties to the issue of vassalage to the Company.

The nature of the political relationship between the Company and the local treating party was implied in the preamble and the concluding confirmation clause, but was usually explicitly stated in a separate articlermally in the middle or at the end of the treaty. ⁹⁹⁹ As a rule, it was preceded by regulations for the monopoly regime, restrictions on commercial and diplomatic agreements with third parties, and obligations of the treating party in time of war. The standard formulation of vassalage to the Company typically contained a declaration of recognition of the Company's overlordship by the local prince and his nobles as follows: "Further on the king and his nobles declare that they

⁹⁹⁸ The January 4 treaty with Buton and March 29 treaty with the king of Tibor were treaties of a predominantly military nature, whereas the four others more extensively comprise regulations in the economic-commercial and political fields.

⁹⁹⁹ In 7th position out of 17 unnumbered clauses of the March 29 treaty with Tidore (*Corpus Diplomaticum*, 2.350), 5th position out of 10 in the March 30 treaty with Ternate (*Corpus Diplomaticum*, 2.357), 6th position out of 13 in the April 12 treaty with Batjan (*Corpus Diplomaticum*, 361). For the June 25 treaty with Buton as a special case, see below.

deliver themselves, their domain and their subjects into the hands of the Company as their protector and defender."¹⁰⁰⁰

Buton as an exception confirming the rule

Before commenting on the treaty position of Buton, it must be pointed out that Buton is practically touching Sulawesi and is closer to Macassar than Ternate, although, it was traditionally under Ternatean control. As we shall see below, the latter was a fact that the Company reincorporated in its treaty relations with the island.

The June 25 treaty with Buton¹⁰⁰¹ presented a different case as there was no separate paragraph describing Buton's vassalage to the Company. The treaty followed the standard litany of issues up to and including the ban on receiving envoys from third parties. But it then jumped directly to the rules regarding the procedure for succession. The reason was simply that the vassalage function was secured precisely by the regulations on the succession procedure, over which the Company

Wijders verclaren opgenoemde Coningh ende sijne Groote hun zelve, hare landen ende onderdanen te stellen en over te draagen in handen ende onder bescherminge van de generale Compagnie, dezelve mits desen erkennende voor hare schut- en schermheer." Treaty with Tidore, March 29, 1667, *Corpus Diplomaticum*, 2.350. ¹⁰⁰¹ Treaty with Buton, June 25, *Corpus Diplomaticum*, 2.363–69.

and Ternate, which was formally placed on par with the Company, ¹⁰⁰² were accorded joint control.

Securing political dominance and stability in Buton by control over succession

Article 7 of the treaty with Buton stated that the nobles of Buton were obliged to inform the Company immediately in the case of the death of their king. ¹⁰⁰³ Delegates from both Ternate and the Company were then to be present for the council of the realm's election of a new king, ¹⁰⁰⁴ and the new king must in their presence swear an oath of obligation on a copy of the June 25 treaty. ¹⁰⁰⁵ In addition, the members of the council of the realm were required to swear that they would never depose the

¹⁰⁰² Treaty with Buton, June 25, *Corpus Diplomaticum*, 2.368.

¹⁰⁰³ "Indien den coning van Bouton aflivigh wierd, dan sullen de rijxraden daarvan ten eersten kennisse aan den coning van Ternata ende de Compagnie moeten doen." Treaty with Buton, June 25, 1667, *Corpus Diplomaticum*, 2.366.

¹⁰⁰⁴ "van beijder sijde gecommitteerde mogen worden gesonden, die met de Rijxraad een ander in des overledens plaatse sullen verkiesen." Treaty with Buton, June 25, *Corpus Diplomaticum*, 2.366.

¹⁰⁰⁵ "alvoren bevestight te worden, tot onderhoudinge van dit contract aan de coning van Ternata en de Compagnie in handen van voorschreven gecommiteerde den eed van getrouwighheijt sullen doen." Treaty with Buton, June 25, *Corpus Diplomaticum*, 2.366.

present king and elect another, unless given permission to do so by Ternate and the Company. 1006

The Company's and Ternate's rights of interference and control over the government of Buton went further still. Both were accorded veto rights with respect to the sacking of high officials of the realm. Neither the king nor members of the council of the realm were permitted to "sack" any prominent minister without first conferring with the king of Ternate and the Company, who would jointly look into the matter. 1007

So, the Company and Ternate secured an absolute power to intercede for themselves with respect to both the king and the upper echelon of the Butonese government. But the reach of political control according to the treaty went deeper still: fealty to the treaty by new officials in the Butonese government, whether in high or low positions,

¹⁰⁰⁶ "en als wanneere oock de Rijxraden aan de nieuwe coningh bij eede getrouwheijt sullen beloven, zonder dat de Rijxraden ooijt vermogen zullen een Coningh of te stellen en weder een ander in plaatse te kiezen als met toestaan van de coning van Ternate en de Compagnie." Treaty with Buton, June 25, *Corpus Diplomaticum*, 2.366. ¹⁰⁰⁷ "Den goegoegoe ofte andre diergelijcke hooghe officialen uijt hare bedieninge

¹⁰⁰⁷ "Den goegoegoe ofte andre diergelijcke hooghe officialen uijt hare bedieninge sullen vermogen te rucken met instellinge van andre, maar gehouden wesen de clagten, diese tegen een soodanigen hebben, aan de coninck van Ternata ende de Compagnie bekent te doen, om nevens hun daar in en over gedisponeert te werden." Treaty with Buton, June 25, *Corpus Diplomaticum*, 2.366.

was secured by the inclusion of a paragraph stating that they had to swear an oath of loyalty to the June 25 treaty on the Koran. 1008

In case these precautions for guaranteeing a pro-Company regime in Buton were insufficient, it was added that the Company and Ternate in cooperation with the council of the realm were accorded the right to depose any Butonese king who contravened the treaty, and replace him with one who would honour it, without any objection whatsoever. ¹⁰⁰⁹

Conclusion: Buton and the other outer islands: Exception and rule

The elaborate checks on the rulers of Buton must be explained in terms of context. Speelman's "chain of security" around Makassar depended on the endurance of the peace he had negotiated between Ternate and

Tidore. 1010 To protect it, he had to please Ternate, which had claims on

¹⁰⁰⁸ "en is te verstaan dat sulcke hooghe officialen, oock andere mindere Rijcxgrooten, nieu in bedieninge komende, althoos de getrouwe onderhoudinge van dit contract op den Alcoran sullen besweeren." Treaty with Buton, June 25, 1667, *Corpus Diplomaticum*, 2.366.

¹⁰⁰⁹ "Maar off het geviele, dat den coning van Bouton tegens dit contract of andersints sich quame te buijten te gaan, dan sal de coning van Tarnata ende de Compagnie met de rijcxgroten van Bouton vermogen soodanige coning aff te stellen en in zijn plaatse een ander te verkiesen, sonder eenigh tegenspreecken." Treaty with Buton, June 25, 1667, *Corpus Diplomaticum*, 2.366.

See Stapel, Het Bongaais Verdrag, 119 ff.

Buton. ¹⁰¹¹ Considering the ambivalent behaviour of Buton after the surrender of the Makassarese forces in January 1667, it could not have been too hard to make Company recognition of Ternatese influence in Buton a reward for Ternatese loyalty. In the Buton treaty, this was resolved formally by the inclusion of the Ternatese as a party to the treaty at the cost of a separate declaration of Butonese vassalage to the Company. Still, if the June 25 treaty was not how the Company typically secured political control, the outcome was the same. The primary concern in the treaty making was the practical functionality of Company control, not principled legality.

The meaning of sequence

The fact that the article describing the polities' vassalage to VOC followed rather than preceded those specifying restrictions on foreign trade, diplomatic interaction, and military obligations is illustrative of a practical-overseas contextual mode of thinking about treaties. If we were to subscribe to Andaya's propositions, the sequence would have been turned round, that is the treaties would have started off with a general

¹⁰¹¹ See *Corpus Diplomaticum*, 2.363, introduction to Treaty with Buton, June 25 1667, referring to Valentijn 83, *DRB* 1666–67 112, 115.

description of the relationship between vassal and overlord, and then deductively gone on to describe the obligations that followed from this legalistic relationship. The mode in the outer island contracts was, however, to start with the concrete economic, politico-diplomatic, and military regulations, and work up to the overarching vassalage commitment that in effect provided these regulations their legitimacy. The Company did not "believe" in "treaties" in the abstract at the time; it practised treaty making according to a casuistic, concrete, and specific approach. This is the impression one gets from reading the treaty with Makassar of November 1667, too.

Section 3: Company hegemony in the November 18, 1667 treaty with Makassar

Presentation of the November 18 treaty

The November 18, 1667 treaty with Makassar numbers 30 articles in all, with article 9 and 11 left blank. Article 1 simply stated that all regulations of the August 1660 treaty were considered to be incorporated in the 1667 treaty with the standard qualification "in so far as they did not contradict regulations in the latter." Article 30 laid down the swearing and countersigning procedure. Thus with twenty-six original articles of substance, and the August 1660 treaty included, the November 1667 treaty was the most comprehensive treaty concluded between Makassar and the Company. 1013 Many of its regulations were but elaborations and amplifications of regulations from the earlier treaty. The real originality of the November 1667 treaty lay in its being a governmental treaty cementing the Company's position as Makassar's overlord and the political readjustments both in Sulawesi and the outer islands that followed from it.

¹⁰¹² "in alle haare deelen en poincten sodanigh naar gevolgt warden, voor soo veel die in desen niet en werden wedersproocken." November 18, 1667 treaty, art. 1, *Corpus Diplomaticum*, 2.371.

As we recall, taken in isolation the August 1660 Treaty won the day by one, the 1637 treaty numbered twelve articles, the December 1655 eight.

Contents by categories

The regulations in the respective articles of the November 1667 treaty can be subsumed under the following three main headings: "Restitution and debts" (articles 3, 5, 13, 17, and 28), "the commercial regime" (articles 8 and 12), and articles that directly or indirectly concerned Makassar's position in the post-war *political* order. The latter can be further grouped into subcategories such as "Restrictions on interaction with third-party Europeans," including the expulsion of the English (article 6 and 27), "Restrictions on contact with and rejection of claims to sovereignty over local states in the archipelago" (articles 10 and 14–17), and finally a cluster of articles that laid down miscellaneous interaction issues in more specific detail (articles 18–25).

Of particular interest in my context are all the explicitly political articles and the political implications of some of the non-political ones, which helped construct and support the Company's hegemonic position. That goes not only for Makassar itself, but for the whole of South Sulawesi and the Eastern Archipelago, as all the treaties concluded with the outer islands between January 4 and June 25 were incorporated as an

integral part of the political system given in the November 1667 treaty. 1014

The hallmark of the November 1667 treaty thus lay in fitting a lord–vassal relationship between the Company and Makassar into a broader network of Company-dominated alliances. Although there were political implications in, for instance, the regulation of the commercial regime in articles 8 and 12, among others, I shall for reasons of space concentrate on the articles that explicitly regulated the political interaction regime, and those whose implications are so special that they need explicit comments. The March 9–31, 1668 treaty between the Company and Tello mainly confirmed the latter's commitment to the November 1667 treaty. I shall analyse it with a particular eye to its paternalistic tone and form.

Hegemony in the explicit political regulations of the 1667 treaty:

Getting rid of the other Europeans

The first step towards Company hegemony was the expulsion of the Europeans from Makassar. Expulsion of the Portuguese had, as we have

¹⁰¹⁴ See below.

seen, been agreed to in 1660. But due to Makassarese negligence or intentional delay in carrying out this obligation, it remained an issue in 1667. The formulation of the expulsion of the Portuguese in 1667 left no doubt about the Company's insistence that the measure must now be carried out. The Makassarese government was "to see to it that the Portuguese with all their following be expelled as agreed in the prior treaties, without any exceptions or any excuses that the Makassarese government might come up with." In one stroke, the 1667 treaty both reproached the Makassarese for not having followed up the expulsion terms of 1660 and made it clear that the terms were non-negotiable.

Still, there was the matter of the English, who also had to be expelled. Because this was a new treaty issue, it needed to be justified. But the legitimation itself was not new. The rationale for the expulsion of the English in 1667 was the same as it was for the Portuguese in 1660. The blame for the recent troubles and war was placed on

1017 See above.

¹⁰¹⁵ See above.

¹⁰¹⁶ "Sullen als noch doen vertrecken, in conformiteit van de laatse gemackte contracten, alle Portuguesen met haaren aenhang, gene uitgesondert, waar die onder de regeringe van Macassar worden gevonden." November 18, 1667 treaty with Makassar, art. 6, *Corpus Diplomaticum*, 2.372.

English. The text started: "as the English must be held as the major troublemakers and be held responsible for the [Makassarese] breaches of contract," and logically ended up with the conclusion that they must be immediately expelled: "so shall the [Makassarese] government expel the English and their followers at the earliest possible moment from its jurisdiction."

Comment: A moral legitimation of politics

Article 6 contained two specific expulsion orders for the Portuguese and the English. The wording regarding the expulsion of the Portuguese referred to the signed treaty of 1660, and the juridical aspect needed no elaboration. Still, there can be little doubt that there was a moral aspect involved, implicit blame being put on the Makassarese for not having carried out their contractual obligations in the first place. Regarding the English the moral blame was made explicit, as it had been with the Portuguese in 1660. The English had to pay for their deviousness, which,

¹⁰¹⁸ "dewijle de Engelse gehouden moeten worden voor de groote aanstookers en voroorsaackeren van het breecken van voorschreven contracten." November 18, 1667 treaty with Makassar, art. 6, *Corpus Diplomaticum*, 2.372.

[&]quot;soo sal de Regeringe die met haaren aenhang met de aldereerste occasie mede van onder haar jurisdictie doen wegh gaan." November 18, 1667 treaty, art. 6, *Corpus Diplomaticum*, 2.372. At the end of the treaty, in art. 27, it was emphasises that "the king should not hinder the Company's evacuation of the English to Batavia," November 18, 1667 treaty with Makassar, art. 27, *Corpus Diplomaticum*, 2.379.

by implication, had ravaged the "harmony" that would otherwise have been the normal state of affairs between the Company and Makassar. This justified the expulsion while putting the Company in a favourable moral light as a more trustworthy partner than the English. These kinds of implicit and explicit moral judgments are in fact more characteristic of the treaty text than are references to law. Why this is so may well be because the former was more relevant to the rearranging of friend and foe relations than the latter.

Merely stating the Makassarese obligation to expel the

Portuguese and the English was not regarded as sufficient, however. It

was also added that the expulsion of both parties was permanent and
incontrovertible. The possibility that any persons of these two nations
should ever be allowed to traffic or trade again in the domain of

Makassar was expressly denied. Finally, the exclusion so outlined for
the Portuguese and the English was extended to apply to people of all
European nations, formulated in the same uncompromising manner. The

-

¹⁰²⁰ "sonder dat ymant van de voorschreven natien ofte hare creatuuren oijt of noijt naar desen in enighe plaatse onder den Maccassaren gebiet weder tot negotie off anders geadmittert sullen mogen werden." November 18, 1667 treaty, art. 6, *Corpus Diplomaticum*, 2.372.

Makassarese government was "never again to allow or permit any trade or contact with any other European nations or their representatives whosoever they might be, or in whatever way they might present themselves, with no exceptions whatsoever." 1021

Comment: form and content in the exclusion articles

Apart from its moral aspect, the exclusion article demonstrates what might be regarded as an obsessive determination to make the rulings unambiguous and watertight against creative interpretation or claims to have misunderstood them on grounds of ambiguity. The linguistic means to achieve clarity were simplicity of phrasing, repetition, and preemptive amplifiers such as "whosoever," "whatsoever," and, last but not least, "with no exceptions whatsoever," as in the above. These features do not necessarily point to a European heritage of treaty making any more than does the moral dimension in the article. More readily at hand seems to be the need to interpret them as originating from the Company's prior experience of treaty making with Makassar.

¹⁰²¹ "nimmermeer ergens onder haar gebiet nu off naar desen ter negotie off anders mogen inlaaten, admitteren of vergonnen eenige andere Europieanse natie of yimant van harent wegen, 't sij wie se oock zijn, off hoese moghte genoemt warden geen uitgesondert." November 18, 1667 treaty, art. 6, *Corpus Diplomaticum*, 2.373.

Article 10: The regulations for military backup and security

Watertight treaty formulations counted for little if one did not hold a military position to block any new Makassarese military build-up and support the threat of sanctions. The "mistake" of prematurely handing over military positions in 1660¹⁰²² was not repeated in 1667. Article 10 laid down the specifics of the military system to back up the Company's hegemony. First of all, the Makassarese were to dismantle all coastal forts specified by name, as these were "primarily directed against the Company." Only Fort Sombaopu was to remain, but then only to serve as the sultan's residence and stripped of any military function.

Furthermore, no new fortification work could be undertaken in the future without the Company's sanction. ¹⁰²⁴

In conjunction with the Makassarese evacuation of Fort Ujung Pandang and the Company's takeover of it as Fort Rotterdam, a "security" zone around the fort was made by miscellaneous

¹⁰²² See above.

¹⁰²³ "meest reflecteren om te dienen tot versterckinge tegen de Compagnie." November 18, 1667 treaty, art. 10, *Corpus Diplomaticum*, 2.374.

¹⁰²⁴ "sonder dat daarnaar desen enige nieuwe daar ter plates off elders weder mogen gemaeckt warden, ten ware met gemeen goetvinden van de Compagnie." November 18, 1667 treaty, art. 10, *Corpus Diplomaticum*, 2.374.

regulations. ¹⁰²⁵ These measures would guarantee the Company's security in the bilateral axis with Makassar, but the Company also had to make sure that Makassar would not find local allies in South Sulawesi or in the outer islands to rally against it. In South Sulawesi, this was done by transferring bonds of allegiance from Makassar to the Company. As for the outer islands, it was done in the same manner or by strengthening already established bonds with the Company. Thus, one alliance structure was dismantled and a new one erected in which ties to Makassar were transferred into the hands of the Company. It took four articles, 14 to 17, to do this for the outer islands. I shall analyse them one by one.

The outer security circle: Bima

The first link in the outer chain of security that the Company built was Bima, treated in article 14. The article simply stated that the king and nobles of Makassar were "from now on not to interfere with the land of Bima or its belongings." This would have done for substance, but the

¹⁰²⁵ Such as regarding inhabitants and local trade close to the fort, transferring jurisdiction in all inter Company-village affairs to the Company; November 18, 1667 treaty, art. 10, *Corpus Diplomaticum*, 2.374.

¹⁰²⁶ "niet sullen mogen te bemoijen met 't lant van Bima en resort." November 18, 1667 treaty, art. 14, *Corpus Diplomaticum*, 2.375.

position of Bima as an area of non-interference for Makassar and as part of the Company's exclusive sphere of interest was elaborately worked out and repeated in the succeeding phrase, which states that Makassar must "let the Company conduct its business there at its own discretion and never, in any way, directly or indirectly, in words or deed, acting against the Company." Such was the linguistic mechanism of alliance cutting and retying. It was formulated concretely yet simply: Makassar was from now on not allowed to interfere. The Company must run its business undisturbed. No general principles were pointed to. No reference to international law was applied to justify it. It was a simple statement of an absolute, watertight rule.

Article 16: Buton

In article 16, Makassar's claims on Buton were denounced and the island was implicitly made an integral part of the Company's security ring around Makassar. However, the arrangement was introduced by a damage claim. The sultan was first to give restitution to Buton for

¹⁰²⁷ "maar de Compagnie daar met late gewerden naar hun welgevallen, sonder de selve nu of oijt na desen, op d'een of d'ander wijse, directeleijck of indirectelijck met raadt off daadt te comen tegens de Compagnie." November 18, 1667 treaty, art. 14, *Corpus Diplomaticum*, 2.375.

manpower taken in a previous raid. ¹⁰²⁸ The political arrangement simply read that Makassar was "now and never again to raise any claims on the lands of Buton whatsoever, and renounce such claims now and forever." ¹⁰²⁹ This was a slight variation on the renunciation clause for Bima, sharing the linguistic hallmark of emphasis by repetition, and phrases blocking appeals to exceptions.

Article 17: Ternate

The article respecting Ternate started off, as in the case of Buton, with a restitution claim made on Makassar, which was followed by a renunciation of any Makassarese claims to the lands of Ternate. The restitution claims specified the compensation, in numbers and types, for men raided and weapons. ¹⁰³⁰ The political renunciation part was explicit, too; giving the names of each area and island for which Makassar was to

¹⁰²⁸ "Sullen aen den Coninck van Boeton ten eersten vergoeden en restitueren alle soodanige menschen als met laesten in een overval den Maccassaren in dat lant gerooft." November 18, 1667 treaty, art. 16, *Corpus Diplomaticum*, 2.375–76. ¹⁰²⁹ "sonder nu off oijt nimmermeer naar desen te houden off te hebben eenige de alderminste pretentie op op eenige van de landen van Bouton, daar van bij desen renuncierende." November 18, 1667 treaty, art. 16, *Corpus Diplomaticum*, 2.376. ¹⁰³⁰ "De geroofde menschen van Xulas, en daar beneven 10 stukken ijser canon, 2 metale prince stucken en 3 bassen, etc." November 18, 166, treaty, art. 17, *Corpus Diplomaticum*, 2.376.

forego any claims of sovereignty. The prohibition of Makassarese interference in Ternate was covered for the present and future: "the esteemed Government of Makassar wholeheartedly pledged to renounce [any claims of influence] and never again trouble the king of Ternate." It should be safe; at least there was no ambiguity involved.

It is noteworthy that the legitimacy of the claim, as in the August 1660 treaty, was justified by an appeal to historical continuity and tradition. The Company's recognition of the Ternatese claim was based on the fact that the areas in question had "belonged to the king of Ternate from old." By denouncing the legitimacy of any Makassarese claims on these areas and supporting the legitimacy of the Ternatese claims, the special relation between the Company and Ternate as allies in the outer island contracts was obviously reaffirmed, but it was supported by reference to the local political order of old.

¹⁰³¹ "Van alle gepretendeerde eigedommen op de eijlanden Saleijer en Pantsiano, als mede op de gantsche Oostkust van Celebes..., d'eijlanden Bangaij en Gapij, als andere." November 18, 1667 treaty, art. 17, *Corpus Diplomaticum*, 2.376.

¹⁰³² "en de welcke de hooggemelte Regeringe van Makassar opregtelijck afstaat, belovende nimmermeer naar desen de coninck van Ternate te turberen." November 18, 1667 treaty, art. 17, *Corpus Diplomaticum*, 2.376.

¹⁰³³ "van outs de croone van Ternate in eijgedom compterende." November 18, 1667 treaty, art. 17, *Corpus Diplomaticum*, 2.376.

Summing up and comments: The articles cutting bonds of alliance to the Makassarese and transferring them to the Company

The formulaic language regarding the severance of Makassarese claims and bonds of overlordship in the areas covered in articles 14, 16, and 17 is consistently concrete and specific. No technical terms of law or general principles or derivatives of general juridical abstracts like "sovereignty" are involved. This indicates that these articles were drafted within in a mental framework of defining specific, concrete rights more than in terms of deducing them from general principles of law.

Symptomatic of the former empirical, casuistic approach is that two of the three articles dealing with Makassar's renunciation of political ties start off with a damage claim made on Makassar to be paid to the offended parties.

Another aspect of the introduction by damage claims on Makassar is that it likely helped emphasise the shift in alliances and relative positions of Makassar and the Company in the regional hierarchy that was taking place. Any restitution claim, by definition, involved reconfiguring an original asymmetry. In the cases above, Makassar was identified as the original wrongdoer, and the victims were compensated by Makassar thanks to the mediation of the Company as overseer. The

restitution claims made on Makassar on the one hand thus signified a break in the old master–servant relationship between Makassar and its former vassals even as it validated the position of the Company as the new overlord. The same kind of logic and arrangements were applied when it came to the rearrangement of political relations and Makassar's new position in the political regional system in South Sulawesi itself.

Section 4: Restructuring the political geography of South Sulawesi by treaty

The alliance with Arung Palakka and the Bugis was what made the victory over Makassar and the remapping of the political landscape of South Sulawesi possible in 1667. It took eight articles—18 to 25—in all to inscribe the new political order in the treaty. I shall go through them one by one, with the particular aim of pointing out their case-conditioned, instrumental nature.

Article 18: Rewards to the Bugis allies and Makassarese recognition of autonomy for Bone and Loeboe

The restructuring of the political map of South Sulawesi rested on Makassar's recognition of full autonomy for the Company's Bugis allies, Bone and Loeboe. It was inscribed in the 1667 treaty with the following wording: "Furthermore the honourable (Makassarese) Government renounces all claims of overlordship over the lands of Bone and Loeboe, recognising their leaders as autonomous royals and rulers." ¹⁰³⁴ In addition, the renunciation was reinforced by the sultan's personal oath, in

¹⁰³⁴ "Voorts renuncieert de hooggemeldte Regeeringe van alle heerschappije over de lande de Bougijs en Loewoe, deselve lantheren erkennende voor vrij geborene coningsprincen ende heeren." November 18, 1667 treaty, art. 18, *Corpus Diplomaticum*,

2.376.

which he committed himself to have "no claims whatsoever" on those areas.

Article 19: The punishment of Laijo and Bancala for siding with Makassar against the Company

If the reward for the Company's Bugis allies was secession from Makassarese overlordship and recognition of autonomy, those realms that had sided with Makassar such as Laijo and Bancala paid a price.

Both states were required to renounce and hand over parts of their domains that the Company had conquered during the war. These areas were to be "recognised by the Kings of Laijo and Bancala as autonomous parts with autonomous rulers and lords ... where they themselves from now on and for ever could make no claims of authority." In short, the winners—the Company and its allies—took what they considered fair to take. The ruling represented an application of the rule of the rights of

¹⁰³⁵ "geen de alderminste pretensie op is hebbende." November 18, 1667 treaty, art. art. 18, *Corpus Diplomaticum*, 2.376.

¹⁰³⁶ "De coningen van Laijo en Bancala met het gansch lant van Turata ende Padjingh en al wat daar onder hoort, staande den oorlogh tot de Compagnie overgekomen … te erkennen voor vrije soningen, Heren en landen, daarse niet ter werelt op en hebben noch en houden te pretenderen, de selve ontslaande van alle voorgaande heerschapij en gebied, nu en altoos." November 18, 1667 treaty, art. 19, *Corpus Diplomaticum*, 2.377.

conquest by sword pure and simple. That rule was applied to the areas treated in article 20, as well, where the principle was made more explicit.

Article 20: Elaborating territorial rearrangements as legitimate by rights of war

In article 20, the Company and allies stripped Makassar's authority over "the lands between Boeloe-Boeloe to Turate" and further down to Bonaija" on the basis of the "rights of conquest in war." These lands from now on were to be "recognised as having won their independence and remain autonomous and free."

Summing up: Transfers of sovereignty and territory

The two cases of redistribution of sovereignty above came as a result of the Company's war with Makassar and its allies. Their legitimation by right of conquest can hardly be regarded as uniquely European; it is for instance hard to believe that such transfers of domain and sovereignty would be incomprehensible to the local actors. ¹⁰³⁹ In other words, the

18, 1667 treaty, art. 20, Corpus Diplomaticum, 2.377.

¹⁰³⁸ "Sullen sijn en blijven als eigen vrij gewonnen landen." November 18, 1667 treaty, art. 20, *Corpus Diplomaticum*, 2.377.

¹⁰³⁷ "van de Compagnie en haare bondgenoten volgens reght van oorloge." November

¹⁰³⁹ Compare for one Andaya's account of wars and dominion transfers in South Sulawesi, in Andaya, *The Heritage of Arung Palakka*, chap. 1, "State and Society in South Sulawesi in the 17th Century," 9–45.

Company's treaty regulation on this issue followed what was probably a universal norm rather than a peculiarly European one, and one that aligned with local practices.

Sanctions against local petty states that had sided against the Company and its allies

There was also the challenge of how to handle the states that had sided with Makassar against the Company, but which had not actually been conquered during the war. This was the case for Wajo, Boeloe-Boeloe, and Mandar, which were treated together in article 21.

The article started off with a dose of blame and shame, branding the states of Wajo, Boeloe-Boeloe, and Mandar as criminals for having sided against the Company and its allies. ¹⁰⁴⁰ As in the cases of other former foes, the sanctions were that their alliances to Makassar were to be cut and transferred to the Company. ¹⁰⁴¹ Makassar's abandonment of all claims on and ties to these states was further emphasised as valid "from now and henceforth forever, without any exception

"verklaart de hooggemelte regeringe (Makassar) te abandonneren end ons daar met te laaten gewerden." November 18, 1667 treaty, art. 21, *Corpus Diplomaticum*, 2.377.

-

¹⁰⁴⁰ "misdadigh aan de Compagnie en hare Bondgenoten." November 18, 1667 treaty, art. 21, *Corpus Diplomaticum*, 2.377.

whatsoever."¹⁰⁴² The break was supplemented by an explicit non-interference clause that stated that these states "neither directly or indirectly, not now nor ever must supply the Government of Makassar with manpower, weapons, gunpowder, lead, provisions, or advice or actions, whatever it might be called."¹⁰⁴³ So, although the petty states took the shame, the weakening of the power of Makassar was the aim. However, the important point to us is the way it was formulated: Once again, the wording is direct and focused and with repetitious language to close any possible loopholes.

Configuring the respective polities into a hegemonic system (articles 23–25)

Having forged a new system of alliances and distributed rewards to friends and retribution to former foes, it remained to integrate the respective treating parties in Sulawesi and the outer islands into a coherent system, which was done in articles 23–25. Numbers should not deceive however: these three articles made up the jewel in the hegemonic

¹⁰⁴² "Nu off oijt nae desen." November 18, 1667 treaty, art. 21, *Corpus Diplomaticum*, 2.377.

¹⁰⁴³ "sonder deselve (the Government of Makassar) directelijck off indirectelijck, nu off oijt nae desen te sullen secunderen met volck, wapenenen, krujt, loot, spijse, raad, daet off andersints, hoe het oock genoemt mogte werden." November 18, 1667 treaty, art. 21, *Corpus Diplomaticum*, 2.377.

contractual crown. It was through them that a coherent hierarchical system, with the Company at the summit, was constructed.

Article 23: Reconfirming the Company's political hegemony Article 23 started with a confirmation of article 6, in which the privileged position of the Company, to the exclusion of all third parties, was laid down. 1044 It was but a statement of the basic precondition for the Company's new political position in the area, namely its de facto overlordship over Makassar. The rest of article 23 spelled out Makassar's obligations as a vassal to the Company. It was first obliged to help secure the Company's privileged position by committing itself to tracking down and expelling any non-Dutch Europeans who tried to settle down in Makassar, "in case any third party against its wish attempted to settle down, it must refuse and deny this with all its might and power, according to its treaty obligation." The recognition of the Company's status as overlord also carried the obligation to assist it militarily when

¹⁰⁴⁴ "belooft in conformiteit van't seste artikul hare landen voor alle anderen natien gesloten te houden." November 18, 1667 treaty, art. 23, *Corpus Diplomaticum*, 2.378. ¹⁰⁴⁵ "en in cas enige van deselve tegens hunnen danck daar in sich begeerden neder te slaan, deselve met alle vermogen en magt te sullen afweren volgens hare gehoudenisse van desen contract." November 18, 1667 treaty, art. 23, *Corpus Diplomaticum*, 2.378.

called upon to do so, ¹⁰⁴⁶ and as was the case with the outer islands the Makassarese were forbidden to engage in any diplomatic negotiations with any party being at war with the Company. ¹⁰⁴⁷ In short, the vassalage position of Makassar precluded both the means to and opportunity of launching autonomous foreign policy initiatives.

As for the formal explication of Makassar's submission to the Company, it was presented as a derivation of Makassar's obligation to call in defensive assistance from the Company in case of third-party intrusion. When first let out however, it was repeated and reaffirmed as a statement of the general lord–vassal relationship between the two: If the Makassarese were not able to fend off third-party intruders they should call upon the Company for help, by right of its position as their overlord. The inscribing of the Company's overlordship over

¹⁰⁴⁶ "Sullen sij oock gehouden wesen, daartoe geroepen wesende de E. Compagnie te adsisteren met alle vermogen tegen sodanige vijanden als hun hier bij of omtrent Makassar tegen de Compagnie moghten openbaren." November 18, 1667 treaty, art. 23, *Corpus Diplomaticum*, 2.378.

¹⁰⁴⁷ "dat sij in geen onderhandelinge van vreede off andersints treden sullen met enige natie, daar met de Compagnie is in oorlog." November 18, 1667 treaty, art. 23, *Corpus Diplomaticum*, 2.378.

¹⁰⁴⁸ "Ingevalle sij (the Makassarese) daartoe niet vermogens waaren ... als dan de Compagnie als haaren schut- en schermheer tot adsistentie soude versoecken also wij verclaren, deselve Compagnie in dier qualiteit te erkennen." November 18, 1667 treaty, art. 23, *Corpus Diplomaticum*, 2.378.

notice that the general statement of Makassar's vassal position is derived from a specific obligation. A "Eurocentric" approach would have had it the other way round.

Article 24: Incorporating Makassar's vassalage position into the new local and regional treaty system

In article 24, Makassar and the other vassal states and allies were incorporated into a system of overarching regional alliance. The article simply stated that the treaty of "lasting peace, friendship and alliance" between Makassar and the Company was to be regarded as "also binding" for the kings of Ternate, Tidore, Batjan, and Buton, as well as for the kings of the other states of Sulawesi: Bone, Soppeng, Loeboe, Turate Laijo, and Badjing, "with all their domains and subjects." The alliance order was also given a prospective twist in that it should be open

¹⁰⁴⁹ "duurende vreede, vriend- en bontgenootschap." November 18, 1667 treaty, art. 24, *Corpus Diplomaticum*, 2.378.

^{1050 &}quot;ook werde begrepen." November 18, 1667 treaty, art. 24, *Corpus Diplomaticum*, 2.378.

in met alle haare landen en onderdanen." November 18, 1667 treaty, art. 24, *Corpus Diplomaticum*, 2.378. Repeated in the final article: "nevens alle de coningen en princen in dit verbont begrepen." November 18, 1667 treaty, art. 30, *Corpus Diplomaticum*, 2.380.

for "any rulers or princes who would from here on wish to join it." Having thus knit the respective contracts into a single unit, it was time for the Dutch to explicate its hierarchical structure.

Article 25: The hierarchy of hegemony

Article 25 cemented the Company's supreme position in the system of alliance by declaring it the ultimate source of power and authority. In case of conflict between the treating parties, the Company would act as the final institution of peacekeeping and arbitration: "If it be the case that some kind of misunderstanding or conflict between the alliance partners should arise, so must the involved parties not act or go to war against each other, but present the issue to the Captain of the Hollanders for arbitration." ¹⁰⁵³ If on the other hand, the arbitration proved unsuccessful, and one of the parties refused to accommodate, the remaining parties were made collectively responsible for sanctioning the uncompromising

¹⁰⁵² "soodanige andere landheeren en vorsten als naar desen sullen versoecken mede in dit bontgenootschap te mogen treden." November 18, 1667 treaty, art. 24, *Corpus Diplomaticum*, 2.378.

¹⁰⁵³ "Off het geviele dat tusschen de bontgenoten ende respective coningen het een off ander misverstant eenige differentie quame te ontstaen, so sullen partijen niet stracx malkanderen daarom eenigh ongemack off oorloge aandoen, maar haar questie de capitain der Hollanders bekent maecken, omme soo het mogelijck is, door bemiddelinge van desselve, de oneeigheden uijt de weg te leggen." November 18, 1667 treaty, art. 25, *Corpus Diplomaticum*, 2.378–79.

party. This collective responsibility was formulated in rather moralistic terms: "But if one of the parties still after arbitration stubbornly refuses to accept and bow to reason, then the other parties should jointly help the grieving party to see the just cause." The implicit condemnation was thus but a negative complementary of the positive appeal in the preceding paragraph, where the intention of the arbitration was presented as to "eliminate disagreements and to preserve the good brotherhood between the alliance partners." 1055

Summing up: The Company as hegemon by treaty

Sweet words of harmony and collective responsibility should not fool us. The crux of the matter in the political reordering of the November 1667 treaty was that all treaty commitments by all the Company's treaty allies were based on, and bound together by, the Company's position as ultimate "protector and defender." The system was held together by the recognition of the Company as overlord. This hegemonic position

¹⁰⁵⁴ "Maar indien een van de partije naar geen bemiddelinge luijsteren ende hartneckig blijven wilde, sonder sich na de rede te voegen, als dan sullen de gemeene bontgenoten de andere naar vereijsch ende regt van saken te hulpe komen." November 18, 1667 treaty, art. 25, *Corpus Diplomaticum*, 2.379.

¹⁰⁵⁵ "de oneenigheden uijt de weg te leggen ende goede broederschap te conserveren." November 18, 1667 treaty, art. 25, *Corpus Diplomaticum*, 2.379.

acquired its character from the fact that none of the other partners owed any vertical allegiances to each other, aside from being bound together by shared allegiance of loyalty to their overlord, the Company. If this was a brotherhood, it was headed by the Company as Big Brother. Still, it is well worth noticing that this compound was presented as a unity forged by shared interests, although ultimately protected and preserved by the Company.

The language of Big Brother

In the November 1667 treaty, the mode of formulation of the political regulations, even more so than in the 1660 treaty, reveals an almost obsessive pursuit to fill in possible gaps and block loopholes for Makassarese evasion by being as concrete and specific as possible. Prior experience and lingering suspicions that Hasanuddin would try to take advantage of loopholes and bend the treaty to his advantage must have lain behind this. Lack of trust also goes to explain the endless repetitions of pre-emptive formulations such as "any," "without exception," "whosoever," "under what pretext whatsoever," and so on, at the expense of European legal jargon in the November 1667 treaty, as had been the case in the one of August 1660. That is easy to explain: Both were

contracts engineered for low expectations to Makassar as a partner after 1655. But, as we have seen, the High Government also had other means than the rational, down-to-earth treaty text of securing bonds of loyalty. The treaty with Tello of March 1668 was exclusively based on such means.

Section 5: The 1668 treaty with Tello: Paternalism as the cement of loyalty

The March 9–31, 1668 treaty between the Company and Tello was a treaty between the Company and the raja of Tello and Karaeng Lingues, who had originally sided with Makassar but were absent from the signing of the November 1667 treaty. 1056 The March 1668 treaty was meant to secure their loyalty to the former. In this regard, it completed the hegemonic regime laid down in the November 1667 treaty. The crucial and in fact only rationale of the March 1668 treaty was thus the explication of the unqualified commitment of the raja of Tello and Karaeng Lingues to the 1667 treaty and thus the declaration of their total submission to the Company. What is of interest to us regarding the March 1668 treaty is the form that was applied to achieve this. For, while the November 1667 treaty was certainly not free of paternalistic implications, the public abject submission to the Company was the essence of the March 1668 treaty.

The treaty was presented in the form of a declaration by the raja of Tello in which he explained his decision to declare himself a friend and ally of the Company by reasons of the "loyalty and fatherly care that

56 6 8 1

¹⁰⁵⁶ Corpus Diplomaticum, 2.380, based on DRB 1668–69, 7 ff.

the Company had always displayed toward its allies." The praise of "fatherly care and protection" was further elaborated. The king of Tello put himself and his heirs under the protection of the Company to be recognised as "true friends and allies of the Company, which would take care of their needs like a father" because the Company would protect Tello "from any wrongdoings or injustice that might befall it." The king also declared that he had arrived at his decision to offer himself as friend and ally "by advice from and consultations with his overlords, brothers and subjects." ¹⁰⁶⁰ In other words, the act of submission was unanimous and uncontested. The submission to the Company was further on presented as comprehensive; the king had decided to "commit himself, his whole realm and all his jurisdictions to the Company." ¹⁰⁶¹ The bond between Tello and the Company was also presented as being

¹⁰⁵⁷ "mij erinnerende de getrouheyjt en vaderlijcke zorge, waar met de de Compagnie doorgaans en altoos is angedaen over hare verbonde vrunden en bondgenooten." March 9–31, 1668 treaty, *Corpus Diplomaticum*, 2.381.

 ^{1058 &}quot;waare vrunden en verwanten van de Compagnie, die se hout en neemt in haare vaderlijcke bewaringe." March 9–31, 1668 treaty, *Corpus Diplomaticum*, 2.381.
 1059 "opdat ons van niemande ter werelt eenigh leet of onreght mogte overcomen." March 9–31, 1668 treaty, *Corpus Diplomaticum*, 2.381.

¹⁰⁶⁰ "naar ingenomen advijs van mijne lantsheer en broeders en onderdanen, te raade te zijn gewerden." March 9–31, 1668 treaty, *Corpus Diplomaticum*, 2.381.

¹⁰⁶¹ "mij en de mijne, oock nevens dien mijn gantsche rijcke en jurisdictie, noch nader en int bijsonder met deselve Compagnie te verbinden." March 9–31, 1668 treaty, *Corpus Diplomaticum*, 2.381.

irrevocable, binding not only on the king himself but on his heirs and successors, as well. 1062

Hegemony by patrimony

The way in which the March 1668 treaty was framed and phrased in paternalistic terms marked it as being distinctively from that of November 1667. But, the March 1668 treaty was after all not a treaty of technical regulations, but a demonstrative act of submission. When the lord–vassal relation was expressed in local idiom by hierarchical family relations, as is the case here, it may well illustrate the Company's willingness to accept or even prefer the local idiom to specified and numerated articles in the treaty as long as it did not jeopardise more specific agreements formulated elsewhere. If so, this only goes to demonstrate that the Company drew on a variety of modes for multiple needs in the overseas context. Which to choose was determined by an assessment of the local overseas situation.

¹⁰⁶² "en tevens te versoecken dat ik niet alleen in hare bescherminge particulierlijck aengenomen, neen maar oock mijne kinderen." March 9–31, 1668 treaty, *Corpus Diplomaticum*, 2.381.

Section conclusion: The 1667 and 1668 treaties of hegemony The November 1667 treaty was titled an amendment 1063 to the 1660 treaty, but it was more of a political revolution as far as changes in regional power relations were concerned. The 1667 "amendments" restructured the entire bilateral interaction regime between Makassar and the Company by excluding or restricting Makassar's bilateral interactions with Europeans and non-Europeans in the archipelago. It restructured the political geography of Sulawesi by cutting political bonds that had made Makassar a political hegemon and redirecting these bonds of allegiance to the Company. The treaty mode and means by which these transformations were secured were far from exports of European style legal parlance. They represented adapted constructions to meet practical challenges of given overseas context and situations.

¹⁰⁶³ "Naarder artijculen ende poincten." November 18, 1667 treaty, Preamble, *Corpus Diplomaticum*, 2.371.

Chapter conclusion

My analysis of the respective treaty texts treated in chapters 7 and 8 shows that the formulations and content of the post 1655 treaties were more the product of adaptation to assessed needs on site than the transfer of legal ideas from Europe.

The treaty making was not based on a single model. The treaty record with Makassar between 1637 and 1668 demonstrates that there were a variety of modes in the Company's toolbox of overseas treaties, too. Which mode to apply was determined by the particular needs it was supposed to serve, and the perceived options and constrictions in a given situation or context.

Above all, treaty making was a dynamic learning process. The logic went as follows: Appreciation of context was formed by experience. As experience was accumulated, so the dynamics of treaty making accelerated. The motor in these dynamics lay in the processing of overseas experience, not in the implementation of or deduction from legal principles brought from overseas.

Evidence from the treaties reveals a lot of "engineering" in terms of working out the constituent parts of the machine as well as the structure of the machine itself. Throughout this analysis, I have

demonstrated that the design of the machine as well as the fitting of its parts bore a prominent "overseas stamp." That was no coincidence. That was the hallmark of how Company diplomacy came to adapt itself functionally to the particularities of the overseas context. One such change is particularly noteworthy. After the 1655 treaty proved counterproductive, the High Government turned to a much more encompassing and detailed mode of treaty. This occurred in two stages; first by a much more detailed and regulated interaction system in the August 1660 treaty, and then as an even more politically integrated system of hegemony in November 1667. Contrary to Andaya's propositions, I have demonstrated that these changes did not represent a return to European models, but quite the contrary, an even closer orientation towards the overseas context.

As for Speelman's diplomatic performance during the 1667 campaign, a number of particular achievements should also be noted. First of all, he managed to keep the alliance with Arung Palakka and the Bugis intact, which was vital in bringing about the military victory. Second, with the Bongaya Treaty of 1667, he managed to construct a political order that not only pacified Makassar, but also integrated

Makassar and sultanates in the Moluccas into the Company's hegemonic order. Possibly one of greatest of Speelman's achievements in this connection was his successful arbitration and reconciliation between the former enemies, the sultans of Ternate and Tidore, manifested in the treaties concluded between them and the Company on March 29 and 30, respectively. ¹⁰⁶⁴

¹⁰⁶⁴ Ibid. 39.