

4

Credit among the Early Modern To Wajoq

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Numerous nineteenth-century observers noted the tendency of the people of Wajoq, a Bugis polity in South Sulawesi, to enter the field of international trade. Missionary-linguist B.F. Matthes, for example, described them as “born traders” who “wander everywhere in the archipelago”.¹ This chapter looks at their lending and borrowing practices during the eighteenth century, and at how these practices facilitated the establishment of a large-scale commercial network. Its main sources are the Wajorese chronicles, a Wajorese commercial treatise, the records of the Wajorese leader in Makassar, and Dutch criminal proceedings and commercial records. It examines the different types of loans according to the Bugis taxonomy, the manner in which loans were supposed be repaid, and what actually happened when commercial arrangements went awry. It is hoped that these examinations will show how Wajorese institutional innovations in the realm of credit maximized the commercial potential of the To Wajoq and made their extensive, highly successful trading network possible.

Wajorese Migration and Commerce

Located in South Sulawesi, Indonesia, Wajoq is bordered on the east by the Gulf of Boné, on the north by the foothills of the Latimojong Mountains, on the west by Lake Témpe and Lake Sidénréng, and on the south by the Cenrana River. Its immediate political neighbours are Boné to the south, Soppéng to the west, Sidénréng to the northwest and Luwuq to the north. This location has been credited with inspiring the To Wajoq to develop their maritime skills. The seventeenth-century Dutch Governor of Makassar

- ⁸ David S. Moyer, *The Logic of the Laws: A Structural Analysis of Malay Language Legal Codes from Bengkulu* (The Hague: Nijhoff, 1975), p. 86.
- ⁹ Teruko Saito, "Rural Monetization and Land-Mortgage *Thet-Kayits* in Kon-Baung Burma", in *The Last Stand of Asian Autonomies: Responses to Modernity in the Diverse States of Southeast Asia and Korea, 1750–1900*, edited by Anthony Reid (Houndmills, Basingstroke: Macmillan, 1997).
- ¹⁰ Peter Boomgaard, "Geld, krediet, rente en Europeanen in Zuid- en Zuidoost-Azië in de zeventiende eeuw", in *Kapitaal, Ondernemerschap en Beleid: Studies over Economie en Politiek in Nederland, Europa en Azië van 1500 tot heden*, edited by C.A. Davids, W. Fritschy, and L.A. van der Valk (Amsterdam: NEHA, 1996), pp. 502, 506. On Thailand see also George Vinal Smith, *The Dutch in Seventeenth-Century Thailand* (DeKalb: Northern Illinois University, 1977), p. 51.
- ¹¹ M.B. Hooker, *A Concise Legal History of South-East Asia* (Oxford: Clarendon Press, 1978), p. 43; Hoadley and Hooker, *An Introduction to Javanese Law*, pp. 164–65, 167, 172–73; Hoadley and Hooker, "The Law Texts of Java and Bali", pp. 278, 286.
- ¹² Rahilah Omar, "The History of Boné A.D. 1775–1795: The Diary of Sultan Ahmad as-Salleh Syamsuddin" (Ph.D. dissertation, University of Hull, 2003), pp. 164–65, 186–88.
- ¹³ The level of literacy varied considerably within early modern Southeast Asia. It appears to have been relatively low in the "Malay" world, and much higher in Burma, Thailand, and Vietnam. See Victor Lieberman, "Local Integration and Eurasian Analogies: Structuring Southeast Asian History, c. 1350–c. 1830", *Modern Asian Studies* 27 (1993): 508–11.
- ¹⁴ Hoadley and Hooker, *An Introduction to Javanese Law*, p. 180; Hoadley and Hooker, "The Law Texts of Java and Bali", pp. 280, 321, 335, 340.
- ¹⁵ This paragraph is based on Dinar Boontharm, "The Sultanate of Banten AD 1750–1808: A Social and Cultural History" (Ph.D. dissertation, University of Hull, 2003), pp. 282–86.
- ¹⁶ Ryuji Okudaira, "The Burmese Dhammathat", in *Laws of Southeast Asia, Volume I: The Pre-Modern Texts*, edited by M.B. Hooker (Singapore: Butterworth, 1986), pp. 115–17; Yoneo Ishii, "The Thai Thammasat", in *ibid.*, p. 189; Nguyen Ngoc Huy and Ta Van Tai, "The Vietnamese Texts", in *ibid.*, p. 477.
- ¹⁷ Liaw Yock Fang, *Undang-Undang Melaka* (The Hague: Martinus Nijhoff, 1976), p. 147.
- ¹⁸ Hooker, *A Concise Legal History of South-East Asia*, p. 18; Liaw, *Undang-Undang Melaka*, p. 67; Hoadley and Hooker, *An Introduction to Javanese Law*, p. 165; Hoadley and Hooker, "The Law Texts of Java and Bali", pp. 282–83.
- ¹⁹ Theodore G.Th. Pigeaud and H.J. de Graaf, *Islamic States in Java 1500–1700* (The Hague: Martinus Nijhoff, 1876), p. 60.
- ²⁰ On betting and cockfights in Indonesian history, see Peter Boomgaard, "Cockfights and Quailfights in Indonesia, 800–1950: Male Versus Female Aggression", in *Les Messagers divins: Aspects Esthétiques et Symboliques des Oiseaux en Asie du Sud-Est*, edited by Pierre Le Roux and Bernard Sellato (Bangkok: IRASEC, 2006).
- ²¹ See Christie, this volume, Chapter 2.

Adriaan Smout observed how the freshwater lake Témpe, the clean and deep Cenrana River, and the proximity of the sea provided the To Wajoq with diverse economic opportunities, and encouraged them to go into commerce.² This analysis is echoed in modern anthropological literature.³

Early modern Wajorese commerce must be situated within the context of Wajorese migration, which is a pervasive theme of Wajorese history from earliest times until the present. In the Wajorese chronicles, Wajoq itself is presented as a frontier. For example, the *Lontaraq Sukkuna Wajoq*, an exceptionally rich Bugis manuscript, describes it as a land of open fields, thick forests inhabited by wild boars, deer, and buffalo, and numerous lakes replete with fish.⁴ A pervasive feature of the various Wajorese origin myths is that the Wajorese ruler never comes from Wajoq itself. The establishment of a settlement by roaming pioneers is a common feature of Bugis chronicles.⁵ It is particularly conspicuous, however, in the Wajorese case. Furthermore, the right to migrate was encoded into the Wajorese political and legal system at an early date. For example, the Cinnotabiq Treaty, a social contract between the ruler and the people that established the foundations of Wajoq's predecessor state Cinnotabiq, explicitly guaranteed the people the freedom to enter and leave the polity as they pleased in pursuit of their livelihoods and welfare. The historiography surrounding the conclusion of the Lappadeppaq Treaty, an early treaty clarifying the position of the Wajorese ruler, also implies that the right to migrate is engrained in Wajorese society.⁶

Migration became particularly important during the late seventeenth century, after the Makassar War (1666–69) in which the Dutch East India Company (VOC), Boné, and their allies defeated Goa and those of its vassals which had remained loyal to it, including Wajoq. In addition to the war indemnity imposed by the Dutch, Boné subjected Wajoq to a variety of depredations including kidnapping, territorial dismemberment, confiscation of buffaloes and other property, and forced relocation of many skilled To Wajoq to Boné. Unable to obtain Dutch protection, large numbers of Wajorese resorted to emigration as a means of safeguarding their lives and seeking their fortunes. In addition to the To Wajoq, many other Bugis, as well as Makassarese and Mandarese, also opted to leave South Sulawesi at this time. So massive was the exodus that Dutch records mention encountering "floating cities" of such refugees at sea.⁷

Within a few short decades after the Makassar War, the To Wajoq established a far-flung commercial network including, on and around Sulawesi: Mandar, Kaili, Selayar, Buton, Muna, Wowoni, Tombuku, Lohiya

(on the island of Muna), Binongko (an island to the southeast of Buton), and Mandono (on the east coast near Luwuq); on Borneo: Pasir, Sukadana, Mempawa, Sambas, Brunei, Banjarmasin, and Berau; on Sumatra: Aceh and Palembang; in the Moluccas: Banda, Ambon, Seram, Kei, and Aru; on the Malay Peninsula: Selangor, Melaka, Kedah, Johor, and Terengganu; in the lesser Sundas: Bima (on Sumbawa) and Manggarai (on Flores); as well as Cambodia, Batavia, and Lombok.⁸ Numerous To Wajoq emigrant communities were also established across the archipelago, particularly in Sumbawa, eastern Kalimantan, the Straits of Melaka, and Makassar. These overseas settlements were linked to each other, and to Wajoq itself, by family ties, commercial relations, a representative council, and a legal code. Their sense of community was so strong that Wajorese leaders were able to appeal to overseas To Wajoq to help the homeland in times of need. For example, the Wajorese community in Sumbawa provided weapons for the military campaigns against Boné fought under the leadership of Arung Séngkang ("Ruler of Séngkang", Séngkang being a component polity of Wajoq) La Maddukelleng during the 1730s.⁹ Two decades later, they again lent Wajoq support during the Pénéki War.¹⁰ The contrast between the absence of support from overseas Wajorese communities during the turbulent seventeenth century, and the repeated support provided during the eighteenth century, reflects the development of Wajorese networks over time.

Commerce was an important aspect of Wajorese networks, both because many migrants earned their living as traders, and because political and commercial interests were often combined. Wajorese leaders deliberately encouraged people to trade, and took measures to harness the benefits of commerce for the state. In the early eighteenth century a string of *arung matoa*, or principal rulers, endeavoured to use overseas Wajorese connections to rearm and refortify Wajoq. La Tenrisessuq To Timoé Puanna Denra (ruled *circa* 1699-1702) and La Mattoneq To Sakkeq Daéng Paguling Puanna La Rumpang (ruled *circa* 1702-03) ordered the leaders and people of Wajoq to purchase as many weapons as possible in Java, Sumatra, and elsewhere.¹¹ Wajorese rulers also recognized the potential of commerce to strengthen the economy. Indeed, commerce was so important to Arung Matoa La Tenriwerrung Puanna Sangngaji (ruled 1711-13) that he advocated it as a moral duty, proclaiming that the To Wajoq could not "stand upright" unless they sought riches.¹²

Perhaps the most ardent Wajorese proponent of overseas commerce was Arung Matoa La Saléwangeng To Tenrirua (ruled 1713-36).

La Saléwangeng specifically ordered his subjects to trade overseas.¹³ He also encouraged international commerce in very real and practical ways. He ordered the dredging of the Topaceddo river, thereby providing boats with easy access to Wajoq's capital, Tosora, by way of Lake Seppangngé and Lake Talibolong. He encouraged traders and fishermen to strengthen their respective industries and required that they appoint political representatives, known as *akkajennangngeng*.¹⁴ He also charged a prominent noble, La Tiringengng Daéng Mangngapasa (son of the earlier ruler Arung Matoa La Tenrissessuq To Timoé) with the specific duty of promoting commerce, in the common interests of the Wajoq trading community and the state.

One of La Saléwangeng's most famous accomplishments was in the realm of credit. He established a fund for the common good, which was at once a social security institution and a commercial credit bank.¹⁵ Immediately after the harvest, La Saléwangeng sent an official from house to house collecting rice, which was used to feed the poor and guard against hunger in the event of crop failure. The proceeds of monetary taxation, too, were in part stockpiled, forming a permanent pool of collectively owned capital. Maintained to advance the political and economic interests of the realm, this was drawn upon for investment in agriculture and trade, as well as for social security purposes. Loans, for instance, were made to entrepreneurs, who were obliged to return the principal along with one third of their profits. The proceeds were used by the government for the purchase of armaments, and to improve the state mosque.¹⁶ This institutional innovation both facilitated the business activities of Wajoq's merchants, and harnessed their economic power for the benefit of Wajorese society.

Although La Saléwangeng's public social security fund and credit bank appears to be a highly unusual institution in early modern Southeast Asia, its existence seems certain for a number of reasons. First of all, it is clearly described in Bugis historical literature. B.F. Matthes, who arguably had the best command of the Bugis language and its literary canon of any non-Bugis person in history, was convinced on the basis of indigenous sources that the fund had existed.¹⁷ Since Matthes wrote in the mid-nineteenth century, further research has confirmed that Bugis historical literature is generally accurate. A prominent example is the pioneering work of J. Noorduyn, in which numerous events in a Bugis chronicle are shown to be corroborated by outside sources.¹⁸ Secondly, the *lontaraq* account of how La Saléwangeng's fund financed the construction of an arsenal in Tosora derives specific credibility from the fact that the remains of the arsenal itself still exist, and have been investigated by archeologists.¹⁹

Thirdly, the workings of the fund as described in the *lontaraq* are in line with those of another Wajorese institution mentioned in a contemporary Dutch source. In this source, Governor Smout describes a system in which fines for legal transgressions do not benefit the ruler, but rather are kept in a common fund from which people without capital are permitted to borrow without interest. If and when they have made a profit, they repay their capital together with a "gift" to the fund.²⁰

Legal and Social Systems Supporting Entrepreneurship

Outside Wajoq itself, Wajorese community leaders also strove to facilitate international commerce. Perhaps the most remarkable illustration is a historic conference of Wajorese leaders from Makassar, East Kalimantan, and Sumbawa, at which a set of laws was agreed on to regulate Wajorese commerce and navigation.²¹ The codification of these laws is credited to Amanna Gappa, an energetic and capable leader who served as the *matoa* or leader of the To Wajoq community in Makassar from 1697 until 1723. The precise date at which the meeting took place is uncertain, but it was most likely close to the beginning of the eighteenth century.²² The laws established a framework not just for managing credit and debts, but also for establishing and regulating other sorts of business relationships. The following analysis is based on the 1869 edition of the code by B.F. Matthes.²³

Amanna Gappa's code of laws consists of twenty-five chapters, each dealing with a different aspect of commerce and navigation. Such a law code is highly unusual, if not unique, for early modern insular Southeast Asia. It also appears to have been very effective. A complementary text detailing the administration of the Wajorese *matoa* in Makassar, held in the library of Leiden University, states that things "ended badly for violators" of the code, implying that Amanna Gappa's laws were actively and successfully upheld.²⁴ Another indication of the effectiveness of the code is that while To Wajoq did use the Dutch legal system to sue members of other ethnic groups, there are no surviving VOC court records of cases contested between two Wajorese parties. Any disputes that did arise among the To Wajoq themselves appear to have been settled by indigenous arbitrators.

The laws are primarily concerned with fair business practices. Eight chapters (3, 7, 8, 13, 14, 18, 19, 21) relate to the borrowing and lending of money or goods, and three (2, 7, 12) to the sharing of profits and losses. One chapter (9) relates to inheritance, and another (15) to the allocation

of responsibility for the mishandling of, or damage to, goods. There are regulations promoting transparency, such as one stating that creditors have the right to make debts publicly known so that part of any money that the debtor earns can be paid directly to the creditor. Others serve to protect property; an example is the stipulation that a ship's captain who confiscates goods belonging to a third party from a slave whom he believes to be mishandling them must assume full responsibility for the confiscated goods himself. There is also a chapter (21) consisting of Amanna Gappa's personal advice regarding lending, profit-sharing, and debt-collecting. This includes the advice that it is better to let a debtor work or trade on his own account in order to pay off his debt than it is to enslave him, and that it is unwise to go into business with influential people because they may try to bend the rules.

As a whole, the code contains the most detailed information available on practices with respect to credit and debt among the To Wajoq. Chapter 7 defines five types of loan contracts, all relating in the first instance to merchandise entrusted by a creditor to a trader for sale to third parties. *Bagilaba pada* (equal sharing of profits) refers to an arrangement whereby borrower and lender share both profits and losses, even in the event of fire or piracy. *Bagilaba samatula* (literally, "sharing profits with an agreement") involves sharing profits, but not losses. *Inreng pettu* is a loan without interest or loss: the lender enjoys no profit, but the borrower is responsible for any loss. *Inreng réweq* ("loan of goods") is a loan of merchandise in which the unsold portion is returned. *Lalowang* ("commissioned goods") refers to the situation in which people sell goods on behalf of the Wajorese *matoa* (in Makassar or elsewhere) without profiting from the sale themselves.

Two further types of loan contracts, although not mentioned in the law code, are described in Matthes' footnotes on the basis of his own linguistic and anthropological research during the mid-nineteenth century. In *bagilaba tematé ponna*, literally "*bagilaba* when the capital does not die", the creditor or wholesaler, as in *bagilaba samatula*, bears no risk, but receives only one third of the profit instead of half. In *bagilaba Cina* or "Chinese profit sharing", the creditor takes ninety per cent of the profit despite bearing no responsibility for any loss.²⁵

The Amanna Gappa code lists a number of circumstances in which the transporter or borrower must always take complete responsibility for the loss of goods, regardless of the form of the credit contract: when he loses them through gambling, lends them on to a third party without permission from his own creditor, or sells them and uses the proceeds to commit adultery,

buy opium, or pay for a wedding. The final chapter of the code provides further ethical and practical advice on the handling of loans, comparing a trustful credit relationship to a fruitful tree and warning that uprooting it will have dire consequences for one's descendants as well as oneself. The merchant is, therefore, advised to avoid frivolity, self-indulgence, and excessive generosity, and to take care of common business as if it were his or her own.

The detailed information on credit contracts included in the code suggests that the practices described were very common, an implication that is further supported by the success of the commercial networks within which the loans took place. The fact that the code refers to borrowed goods as least as often as it does to borrowed cash is a reminder that despite the antiquity of money in Indonesia, up to recent times much Indonesian trade, and credit, was still non-monetized.

Chapter 10 outlines procedures for the legal settlement of disputes over loans. In the event that a dispute comes before a judge, everything has to be resolved according to *adat* or customary law. Both parties must be heard, and their previous conduct taken into consideration. The code explicitly states that rank is not a consideration, which is remarkable considering that Wajoq has long been a highly status-conscious society.²⁶ The plaintiff speaks first, followed by the defendant. They are required to swear to the accuracy of their testimonies. Then witnesses from both sides are given the opportunity to speak, and the judge makes his pronouncement. As is usual in a court of law, violence is forbidden and the judge may not be contradicted. A more idiosyncratic feature is that debtors are specifically forbidden to deny their debts; the inclusion of this apparently redundant prohibition probably reflects the particular importance of debt, and the repayment of debt, in Wajorese society.

Chapter 13 lays out specific regulations for monetary loans. These cover five aspects of the credit relationship: the borrower, the security deposit against late repayment, the security deposit against no repayment, the person who makes the lender and the borrower aware of each other's existence, and the person who actually introduces them to each other. The importance of the borrower repaying his or her debt is emphasized. Thereafter, two types of security (collateral) deposits are identified: *sanggu*, which is forfeited if repayments are late, and *todo*, which the lender can only claim if the borrower either runs away or dies. The chapter continues with the specification that go-betweens cannot be held responsible for the debts that they have mediated. The borrower's interests are also protected.

Once a debt is repaid, then the lender has no further claim against the borrower even if the latter later becomes rich: "the root is extracted".

While most of the text of the code is straightforward and prosaic, Chapter 14, on the limits of a borrower's responsibility, includes an analogy of a kind common in Bugis literature. The person who borrows money with interest is compared to a tamarind tree, the leaves of which are continuously plucked off before they have had time to grow. The message is that fixed interest rates (as opposed to profit-sharing agreements) are undesirable because they can result in demands for payment continuing even after the borrower's resources are exhausted. While interest-bearing loans are not explicitly prohibited in the code, they are discouraged on account of their being disadvantageous both for the borrower, and for the lender if the borrower is unable to repay the loan. If a person does, for whatever reason, fall into debt slavery, then any outstanding debts over and above the value of his or her person must be cancelled.

Chapter 14 continues with the limits of borrower responsibility in the case of a single debtor with multiple creditors. In the event that such a debtor cannot repay, what capital he or she does possess is distributed among his or her creditors in proportion to their respective shares in the total amount owing. The case is then considered closed, and cannot be reopened even if the borrower later makes more money. Creditors, in other words, may be forced to bear the loss of permanently writing off bad debts. The more highly recommended alternative in this case, however, is that one of the creditors, preferably the lead creditor, takes the defaulting borrower as a debt slave, and then either compensates the other creditors on a pro rata basis according to the market value of such a slave, or immediately sells the slave to a third party and distributes the actual proceeds on the same basis. For example, if three creditors are owed ten, ten and forty reals (Spanish silver coins), and the debtor is sold for thirty reals, the creditors would receive five, five, and twenty reals respectively.²⁷

Whether through informal or judicial means, it appears that the To Wajoq were generally successful in claiming outstanding debts from one another. In practice, ability to repay debts seems to have been a prerequisite for continuation of commercial activities. In this context it is interesting to note that before Wajorese merchants agreed to return to Makassar after peace was restored in Wajoq following the military campaigns of Arung Séngkang (1739–41), they first sought, and received, the agreement of the Dutch governor that they would be allowed to claim their runaway slaves and their outstanding debts.²⁸

The specific commercial and financial opportunities and restrictions applying to various groups within Wajorese society, from community leaders to slaves, are adumbrated both in Amanna Gappa's code and elsewhere. The commercial privileges enjoyed by the Wajorese *matoa* in Makassar, and presumably by his counterparts in other ports, are noted in the abovementioned Leiden University manuscript on the administration of the Makassar *matoa*. Nobody may make a higher bid on merchandise than the *matoa*; the *matoa* has the right to participate in the commercial deals of other To Wajoq; and he may commission captains to make sales of up to 100 reals on his behalf free of charge.²⁹ He also receives financial compensation for his "worries" in relation to the voyages and commerce of his people.³⁰ Although the exact nature of these responsibilities is not specified, one of them was very probably the adjudication of commercial disputes.

The rights and responsibilities of the Wajorese sea captain are clearly defined in Ammana Gappa's code. Charged with ensuring the safety of his vessel and its passengers, he was rewarded, like the *matoa*, with commercial privileges. At the same time he was restricted, however, in that he was not entitled to sell merchandise on credit. His privileges with respect to *bagilaba* loans were carefully regulated. In general he was not permitted to do anything with the funds or property entrusted to him other than use them for the prearranged commercial purposes. There were, nevertheless, circumstances in which this rule was waived, provided the captain recorded the resulting debt and subsequently either restored the amount borrowed, or subtracted it from his share of the profits. Besides emergencies, these exceptional situations included opportunities for the purchase of certain culturally valued prestige items that were regarded as the accoutrements of a worthy captain: a valuable kris, a lance with gold mounting, a betelnut box, a writing case, or a fine clothing chest from Gresik or Semarang. If a captain died in debt and had not misused the *bagilaba* loan, nor made a profit, then his wife and children were only obliged to pay back half of what had been borrowed. If, however, the *bagilaba* rules had not been followed, then the family of a deceased captain was responsible for the entire debt.

Members of the crew also had specific rights and obligations.³¹ For example, the *jurumudi* (helmsman, of whom there were usually two per ship) and the *jurubatu* (seaman responsible for soundings, lookout, and casting the anchor, often likened to a pilot or boatswain — again generally two per vessel) had special privileges with regard to the ship's freight. If they were bound to the captain, then the available cargo space would

be split equally between the captain and the ship's owner.³² If they were bound to the shipowner, then the captain was only entitled to use one-third of the freight capacity, and the owner two-thirds. If, however, the *jurumudi* and *jurubatu* were free agents, then the hold was divided in halves between shipowner and captain, but the captain had to share his half with his *jurumudi* and *jurubatu*, who then split their share two-thirds to one-third respectively.

Another group of people on board with trading rights were the *sawi*, a term denoting someone with a combined function of trader and sailor for which there is no English equivalent.³³ There were various categories of *sawi*, differentiated according to the extent of their freedom, the quantity of goods that they were permitted to bring on board, the amount of work they did on board, and the extent of their dependence on the captain. *Sawi-puli* (literally "fixed *sawi*") could be either free men or slaves, or a combination of the two. The captain would lend money or goods to the *sawi-puli* because they generally did not have adequate capital of their own, and they would work for him in return. The captain made these loans either from his own resources, or by pooling the resources of other crew members. The *sawi-puli*'s labour services functioned as a sort of deposit on the loans they received, and they were therefore morally obliged to travel with the captain every year, working on board as long as they were in good health. They were permitted to bring on board as much small merchandise as they wished, and were given preference over the other *sawi* with regards to larger merchandise taking up more cargo space.

In contrast to the *sawi-puli*, the *sawi-tungka*, also known as *sawi-ale-ale* (literally, "*sawi* alone"), were not permitted to bring merchandise on board. Instead they received loans of goods, worth twenty-five reals or less, from the captain. The profits they obtained from these loans functioned as payment for the work they did on board, which was the same as the work of the *sawi-puli*, except that the *sawi-tungka* were only required to work until mid-day, rather than until sundown. This difference in schedule increased the *sawi-tungka*'s opportunities to make a profit from the wares that the captain loaned them. Working less than the *sawi-puli*, the *sawi-tungka* also received less help, and less interference, from the captain.

The *sawi-maloga* (literally "loose *sawi*") were even less dependent on the captain. They were not obliged to make an annual voyage with him, and they could only be forced to work in an emergency. They brought their own capital on board with them and in the event that the ship ran aground, their wares were the first to be thrown overboard.

Amanna Gappa's code required the captain to treat the *sawi* justly without threatening them; to let them choose from the goods that he procured in his role as coordinator of the ship's commercial activities; and to share his own food with them before allowing them to go hungry. Typically the captain of a ship would offer the *sawi* advice, look after their well-being, and lend them money. Such arrangements allowed people of limited means to become active participants in long-distance commerce.

More limited in personal freedom than the *sawi* were the *kalula*, or people apprenticed to the captain. These were often responsible for carrying out the special kind of commission known as *lalawang*, in which goods belonging to a *matoa*, or Wajorese community leader, were traded for the sole profit of the owner. Yet the *kalula*, too, had opportunities to make money. One indication of their financial freedom is that they sometimes took out loans without the knowledge of the captain; in such cases, the captain could not be held responsible for repayment. Chapter 7 of the law code indicates that the *kalula* took out loans called *inreng ripasa*, consisting of small amounts of goods or money lent without a formal contract, simply on the agreement that they or their value would be returned after completion of the voyage. Such altruistic loans provided further opportunities for lower-class people to engage in commerce. Presumably they were made in the spirit of Wajorese solidarity, and in accordance with the injunction in the Amanna Gappa code to look after other people's commercial affairs as if they were one's own.

In addition to the division of commercial opportunities among seamen, there was also a division among merchants. While those who traded on land and those who traded at sea were sometimes one and the same, there were special regulations regarding land-based commerce. A tripartite division of people engaged in commerce into wholesalers, retailers, and peddlers was established, presumably in order to protect the rights and interests of each group. Wholesalers were the only traders who could purchase from the Dutch and the Chinese, but they could not participate in retail trade. Retailers had to purchase their goods from wholesalers, but could not act as peddlers. Peddlers were required to buy from retailers, not wholesalers. Repeated violation of these rules could result in the offender being banned from trading, although repentant offenders could also be pardoned.³⁴ The records of the Wajorese *matoa* in Makassar indicate that this regulation was upheld effectively. They also mention a specific incident in which transgressors were fined parcels of sticky rice, which were then consumed at a communal meal.³⁵

From Amanna Gappa's law code, it is apparent that the To Wajoq possessed a highly developed financial system to accompany their far-flung commercial network. The extensive system of safeguards to protect the interests of the parties involved, the provisions that allowed people of limited resources to engage in commerce, and the warnings against usury all indicate that the purpose of the code was to regulate trade to the advantage of all. While the code was established by a group of leaders from overseas Wajorese communities rather than by the *arung matoa* of the homeland, the overseas leaders clearly shared Arung Matoa La Tenriwerrung Puanna Sangngaji's enthusiasm for promoting commerce. Their support was not just a matter of lip service; as in Wajoq itself, concrete measures were taken to facilitate, regulate, and finance trade. Among these measures, the various systems for extending and regulating credit were of paramount importance.

The Loans of To Anko and To Uti

While Amanna Gappa's law code provides an overview of how the To Wajoq as a group ideally conducted business, Dutch court transcripts offer rare glimpses into the actual business practices of individual eighteenth-century merchants. The cases of Abraham Franzson versus Tombo, and To Uti versus Towaris, illustrate the ways in which loans were extended and repaid — or not repaid, as was the situation with the cases tried in court.³⁶ They also show that, while Amanna Gappa's code provided an effective guideline for commerce among the To Wajoq themselves, commercial transactions with other ethnic groups did not always proceed as smoothly.

The case of Abraham Franzson versus Tombo details the proceedings of shipowner Abraham Franzson's suit, in 1728, against the Makassarrese woman Tombo for money owed to him by her deceased husband, the Wajorese *nakoda* (captain) To Anko. It illustrates both how people with limited resources could borrow money, and the manner in which debts were reclaimed after the death of the borrower.

A prominent role in To Anko's business was played by *sawi*, or trading passengers. As noted, Amanna Gappa's law code encouraged captains such as To Anko to look after the well-being of *sawi* on board and assist them in a variety of ways. In this case, To Anko mediated credit agreements between his *sawi* and Abraham Franzson. Nine *sawi* each took their own loans from the shipowner, ranging from sixteen to sixty-seven *rijksdaalders*, at their own risk.³⁷ While not unique to the To Wajoq, this

kind of arrangement allowed people with very little capital to get involved with trade and thereby advance their economic standing.

To Anko belonged to an entirely different class of borrower from the *sawi*. In today's terms he might be described as an "umbrella capitalist" since he was active in a variety of business fields including finance, transportation, and sales. When To Anko's estate was scrutinized during the trial, various people came forward to detail their transactions with him, providing a good picture of how he conducted business. No fewer than sixteen people are mentioned as business associates. Considering that this is only a partial list, To Anko's business contacts were clearly extensive. According to creditor Abraham Franzson, the sum of the shipping loans mediated by To Anko to the *sawi* for the voyage to Batavia had amounted to 408 *rijksdaalders*, whereas according to Tombo they had amounted to only 240 *rijksdaalders*. To Anko and the *sawi* travelled together to Batavia on Abraham Franzson's ship *Sulena*, which was sold there (because it was old and generally unfit for service) for thirty *rijksdaalders*, and another vessel purchased for 170 *rijksdaalders*. The replacement ship required fifty *rijksdaalders* worth of new sails and rigging, a cost which Tombo believed Abraham Franzson should bear.³⁸ As agreed with Franzson, while in Batavia To Anko also used his creditor's capital to purchase goods for sale in Sumbawa. Unfortunately, however, To Anko died in Sumbawa before he could complete this transaction and repay Franzson.

The shipowner then approached Tombo regarding her deceased husband's debt. She claimed that To Anko's papers were with his Wajorese associate To Koa, and refused to settle the debt in a friendly manner. Franzson, therefore, brought the matter before the VOC court. His case against Tombo was based on his claim that she possessed money that he had lent her husband. Because the court did not believe the plaintiff's statement that his loans to the *sawi* had amounted to 408 *rijksdaalders*, and because To Anko had incurred numerous expenses on Franzson's behalf, the plaintiff could not adequately substantiate a claim for more than sixty *rijksdaalders*. The court ruled that the defendant had to reimburse Franzson for that amount.

Had the dispute between Franzson and Tombo been settled according to Wajorese custom as codified in the Amanna Gappa laws, the outcome might have been very different. Chapter 16 of the code provides guidelines on what is to be done with the goods of a trader who dies on a voyage. The main consideration is to ensure that his heirs do not suffer damage.

The prescribed policy is for an available person to sell the deceased person's wares, record the profits, and place the receipt in the coffin with the deceased. If this person then uses the deceased's money for further business ventures which fail, he is obliged to recompense the family of the deceased for the money lost. If his ventures are profitable, on the other hand, the gains are to be shared with the heirs. In To Anko's case, apparently, nobody did these things on his behalf; indeed, the VOC court did not believe Tombo that her late husband's papers were with his business associate To Koa. Amanna Gappa's law code also provides guidelines for the division of debts in the event of a trader's death. Chapter 12 states that in such an event, the trader's family can only be held responsible for half of his debts. If this principle had been applied in the VOC court, then Tombo would only have been required to pay thirty *rijksdaalders*. Indeed, according to Wajorese practice, Tombo might not have been liable for any of the money. Chapter 9 of the code specifies that debts from a previous marriage are not be carried over into a new marriage; by the time Tombo was brought to trial, she had a new husband.

A second court case, that of To Uti versus Towaris, provides insight into the management of loans through time and space. This case pertains to a loan made in 1712 or 1713 in Batavia, and finally settled by court trial in 1742 in Makassar. It illustrates the difficulties surrounding time-specific repayment, perennially one of the most problematic aspects of credit relationships in Southeast Asia.³⁹ It also shows that Wajorese merchants were substantial moneylenders, providing credit even to members of other ethnic groups; that they sometimes claimed interest on their loans despite this being against the spirit, if not the letter, of the Amanna Gappa code; and that if they attempted to make use of the VOC legal system for the resolution of commercial disputes with non-Wajorese parties, they could find themselves disadvantaged for reasons of prejudice and politics.

The court records describe how To Uti, a Wajorese trader, lent 300 *rijksdaalders* to Diogo Towaris, a Makassarese burgher, three decades earlier in Batavia. No mention of interest was made, but it was agreed that To Uti would be able to transport goods back to Makassar on Towaris' ship. According to To Uti the loan was to be repaid within five months, but Towaris maintained that no time limit was set. Then, for reasons that do not appear in the court transcripts, Towaris was imprisoned for five months, making him unable to complete his side of the bargain. To Uti, according to his own later testimony, sought Towaris out, presumably visiting him in

prison, whereupon Towaris promised to repay the 300 *rijksdaalders*, with appropriate interest, in Makassar at a later date after his release. Towaris, however, denied making such a promise.

Several years later, the two met again in Makassar. Towaris then gave To Uti 100 to 120 *rijksdaalders* worth of goods (*rasamala*, a type of fragrant wood) and transferred to To Uti a debt of thirty *rijksdaalders* owed him by the Bugis To Minta. Despite Amanna Gappa's admonition against usury, To Uti believed that he was entitled to interest and considered this payment as part of the interest. In court in 1742 two Wajorese witnesses, Amanna Tale and To Budaela, supported this claim by testifying that they had once seen Towaris pay To Uti 130 *rijksdaalders* as part of the interest. Towaris, on the other hand, claimed that this payment had been part of the principal. To Uti further contended that the Dutch public prosecutor (*fiscaal*) Van der Anker (deceased at the time of the trial) had agreed with him that Towaris should pay a flat, fixed interest charge of 300 *rijksdaalders* (100 per cent) on the original loan of the same value. Although a Wajorese witness named Puanna Budu testified that Van der Anker had indeed stated this opinion, the court found that advocating such a high rate of interest was uncharacteristic of a *fiscaal*, and dismissed the claim.

Soon after making his first repayments, Towaris went to Ternate, returning to Makassar in 1724. When To Uti was again in Makassar in 1725, he went to Towaris' house and met with his son Adriaan (who, curiously, was not called on to testify at the trial). According to To Uti, Adriaan offered nothing but excuses and pretexts to avoid payment of the debt, and ended up chasing him out of the house with a bamboo stick. According to Towaris, To Uti threatened Adriaan and instructed him to tell his father to come to To Uti's house the next morning to settle the matter once and for all. Towaris testified that he had been anxious to do this, but that To Uti had promptly run away, probably fearing that Towaris would complain about the bad way in which he had behaved. Towaris and To Uti finally did meet again in 1741, but once again were unable to resolve their dispute. To Uti then sued Towaris in 1742, arguing that since Towaris never did transport his goods from Batavia to Makassar thirty years earlier as agreed, he no longer had the right to an interest-free loan. The court ruled in favour of the defendant. Although it ordered Towaris to repay the remaining 150 *rijksdaalders* of the original loan, he was not required to pay any interest despite the length of the loan's term. Furthermore, the court found that To Uti had intentionally misled it, and ordered him to pay court costs.

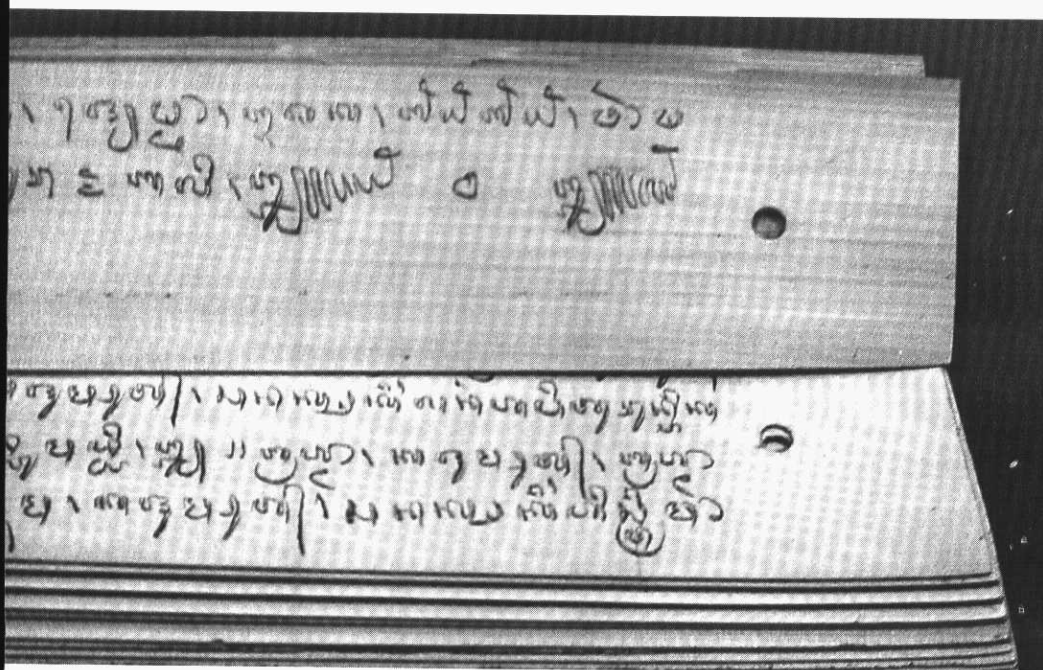


Chettiar Moneylender of the Straits Settlements (Malaya), circa 1890
SOURCE: KITLV Image Collection, 6539



The Guntur Inscription, 907 A.D.

SOURCE: Collectie Wereldmuseum Rotterdam, no. 24505



Last pages of a palm leaf manuscript — a so-called *lontar* — of the early sixteenth-century Javanese law text *Agama*, written in Balinese script and dating from before 1876.

SOURCE: Leiden University Library, Oriental Manuscripts Collection LOr 2215



(Top) Chinese Temple in Makassar: Klenteng Ibu Agung Bahari (Thian Ho Kung, Tian Hou Gong). Built in the early eighteenth century, dedicated to the Fujian Protectress of Seafarers. This photo is from circa 1900.

SOURCE: KITLV Image Collection, 7556

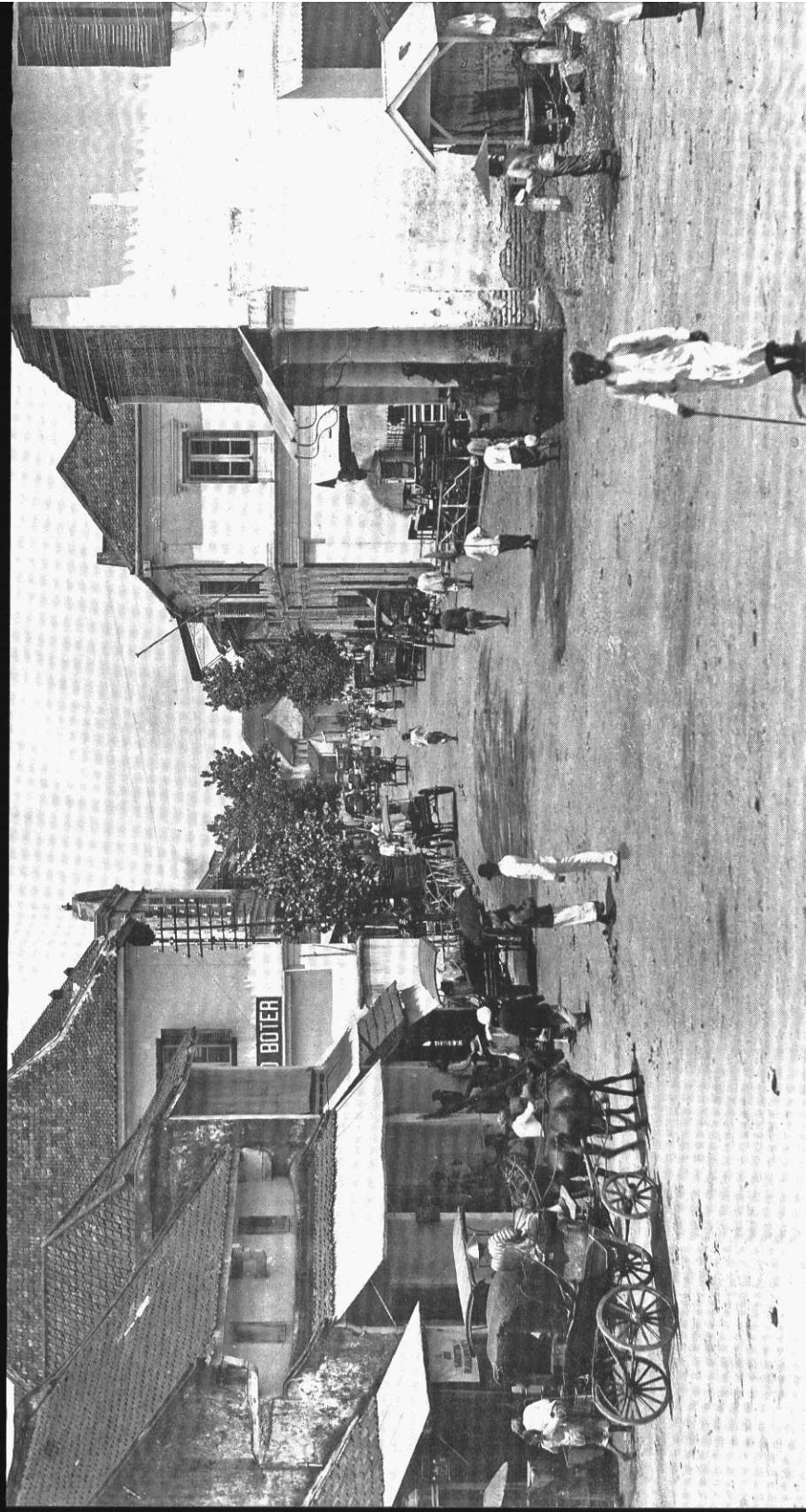
(Bottom) Late Eighteenth-Century House in Makassar, photographed circa 1920

SOURCE: KITLV Image Collection, 9932

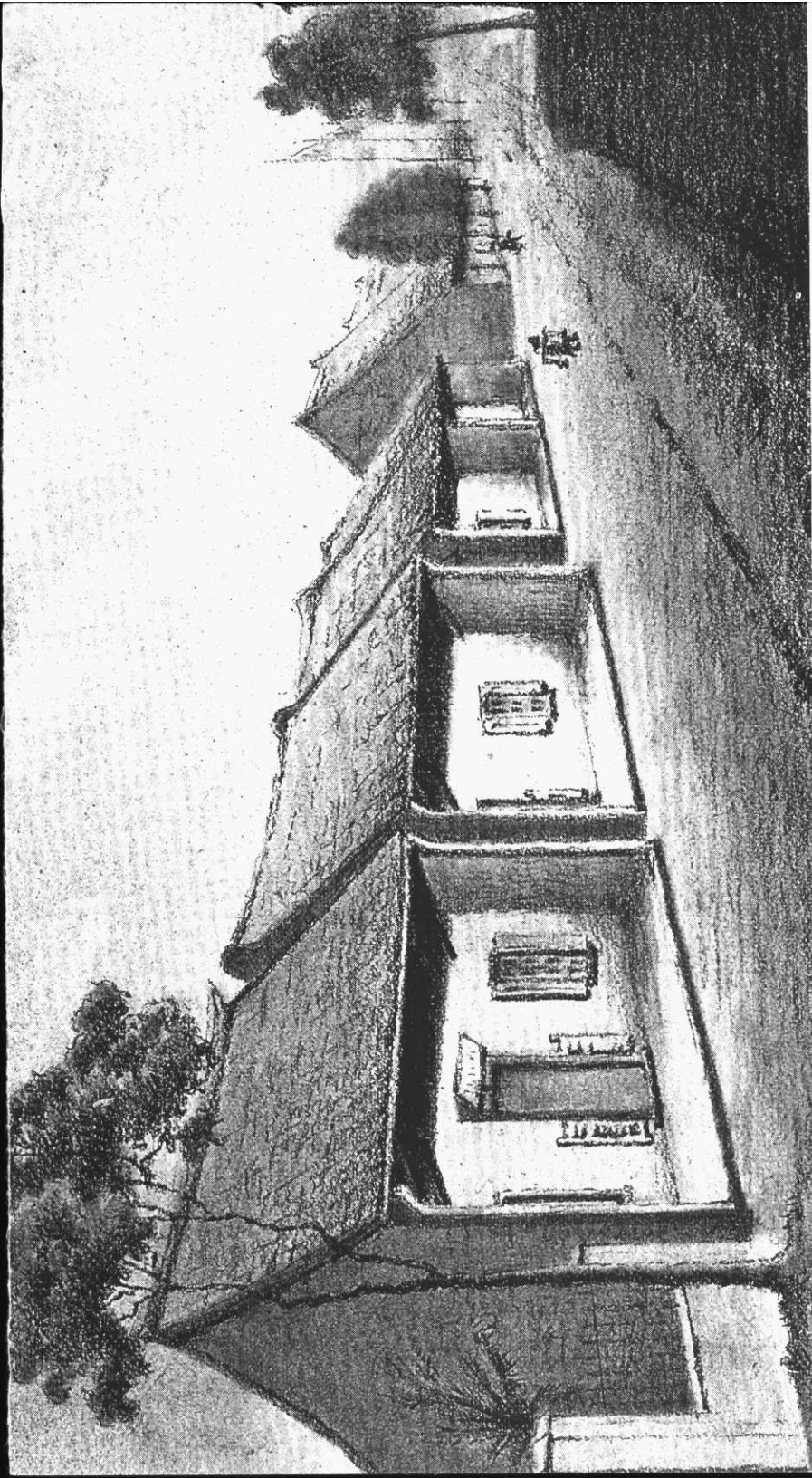


Makassar in 1750

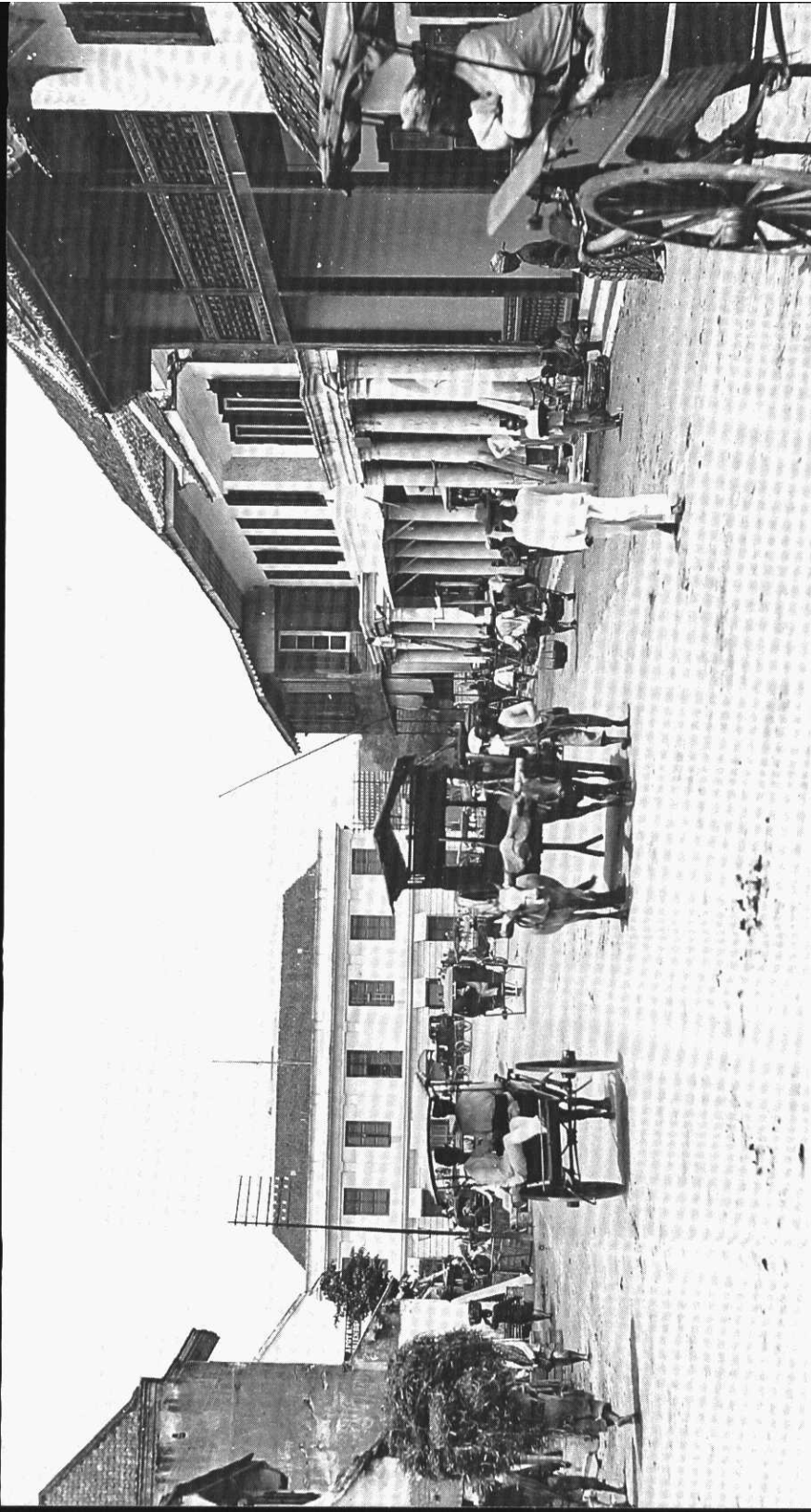
Source: Sketch by J.M. Aubert in the Rijksmuseum, Amsterdam, inventory no. RP-T-00-3234



Chineesche Kamp (Chinese Quarter), Surabaya, circa 1898
Source: KITLV Image Collection, 6412



Chinese Shop Houses in Surabaya, circa 1880
SOURCE: KITLV Image Collection, 37 B-413



Chinese Quarter of Surabaya with Dutch Resident's Office in the Background, circa 1900
SOURCE: KITLV Image Collection, 19186

In this case it appears that the court's decision may have been influenced by Dutch prejudice against the To Wajoq. It is important here to consider the time frame. The lawsuit was brought in 1742, after the To Wajoq under Arung Séngkang La Maddukelleng had tried to expel the Dutch from South Sulawesi. The trial records contain numerous disparaging references to Wajorese witnesses, who are described as "vagrants", "enemies", and "unbelievers", and whose testimonies are given no credence. In relation to *fiscaal* Van den Anker, To Uti was accused of trying to disgrace the name of a high-ranking person for personal gain. The court also took exaggerated issue with the discrepancy between To Uti's and Towaris' recollections of the year in which the loan was originally made (1712 and 1713, respectively), despite acknowledging that misremembering a date was common among natives. A similar chronological irregularity in Towaris' testimony, by contrast, was not held against him. Towaris accused the Wajorese witnesses of lying in order to help To Uti in return for a share of his gains should he win the case. Whether the court believed this or not, it was clearly unsympathetic towards the cause of a Wajorese businessman.

Wajorese Commercial Success: Scope and Foundations

While the careers of To Anko and To Uti exemplify the commerce of Wajorese entrepreneurs who cooperated with members of other ethnic communities, there was also a significant sector of Wajorese commerce that did not involve outsiders. Many To Wajoq did their best to avoid the Dutch and their trading restrictions, so that the details of their financial practices do not appear in the archives of the VOC. The activities of individual traders, it must be said, do not appear in the Wajorese sources either. VOC records do, however, chronicle the overall success of Wajorese (and other indigenous) commerce, which is portrayed as a serious threat to Dutch enterprise.

By the mid-eighteenth century, the declining trend in the VOC's trade in Makassar had become so alarming that an influential burger, J.H. Voll, was assigned to investigate its causes. His report provides a fascinating account of Wajorese trading networks.⁴⁰ It describes how Wajorese traders transported local textiles to Riau, where they exchanged them for Spanish reals. From there they proceeded to Kedah and Selangor, where they used the reals to pay for "English textiles" (meaning Indian textiles purchased from the English), making excellent profits because of the higher exchange

rate for reals in these parts. They then sailed to various places along the western coast of Sulawesi, such as Mandar, Bacukiki, Soreang, and Laboso, from where they sailed upriver as far as they could and then transported their imported textiles overland to Wajoq. What they could not sell there they traded to other places further east, such as Ternate, all the time being careful to avoid Makassar and the Dutch. So despite their declining participation in the "legal" trade of Makassar during the mid-eighteenth century, the Wajorese were still competing effectively, and in fact outperforming the VOC, despite all its efforts to curb them.⁴¹

For this achievement, the To Wajoq earned the reluctant admiration of many Dutch observers. VOC general Adriaan Smout, for example, praised them as skilled and trustworthy merchants.⁴² He believed that the To Wajoq had distinguished themselves commercially because of their firmly established rule of honesty in business. In the outgoing report (*memorie van overgave*) which he wrote at the end of his period as governor of Makassar, Smout relates the story of a Wajorese who owed more than 20,000 *rijksdaalders* to a creditor. When the debtor's village was destroyed by fire and he lost everything, his countrymen went together to the creditor and stood up for the unlucky man so that his reputation and creditworthiness would not suffer. Eventually, the debt was repaid in full.⁴³ Smout also describes how a Wajorese man who owed money to a shopkeeper, presumably in Makassar, asked a Dutch spy working for Smout if he would take something to reduce his debt to the shopkeeper, eventually sending two slaves. Smout found this episode particularly remarkable because it occurred "during the height of the war" between the Dutch and the To Wajoq.⁴⁴

Smout's observations highlight three very important aspects of Wajorese credit: solidarity, ethics, and organization. Clearly the To Wajoq had a strong sense of community. They cooperated effectively not only to advance mutual interests, such as the codification of commercial laws, but also to assist compatriots in need, such as the debtor whose village was burned down. The Amanna Gappa laws were designed not to help powerful individuals make quick profits, but to safeguard the interests of all parties in commerce, and to provide opportunities for people at all levels of society to participate in trade. The code specifically exhorts merchants to care as much for their common enterprises as for their individual ones.⁴⁵ With such a code of ethics, and supported by such an accommodating social system, it is arguably not surprising that merchants, borrowers, and lenders generally cooperated.

Perhaps the most important feature of Wajorese financial practices was the high level of organization which they involved. Wajorese leaders, both in Wajoq's capital Tosora and in Makassar, took practical measures to encourage commerce and cooperation. In Wajoq at least one *arung matoa*, La Tenriwerrung Puanna Sangngaji, regarded participation in commerce as a moral imperative. His successor, La Saléwangeng To Tenrirua, introduced a major institutional innovation in credit provision when he created a permanent fund of anonymous capital with which to finance enterprise and harness its profits for the good of the state. In this and other ways, Wajorese leaders established systems enabling people with limited resources of their own to borrow money for business purposes. In Makassar, moreover, leaders from geographically dispersed Wajorese communities agreed on a set of laws, pertaining to commerce and navigation, for use by To Wajoq across the archipelago. These laws provided a framework for the establishment and maintenance of business relationships. The ways in which money was to be lent and repaid were more than well established; they were codified. This formal codification of laws relating to credit, in a society where *adat* or customary law was otherwise firmly entrenched, indicates that credit was very important among the To Wajoq.

In early modern insular Southeast Asia, indigenous traders were generally at a disadvantage *vis-à-vis* Chinese, Indian, and European merchants because of their limited access to investment capital and their enduring preference for personalized, kin-based trading relations. While the range of relatives considered trustworthy included in-laws and "milk relatives", it was nevertheless limited.⁴⁶ In this context the existence, both in Wajoq itself and among overseas Wajorese communities, of formal institutions for facilitating access to credit was particularly significant. Such institutions greatly expanded the number of potential trading partners, thereby increasing the commercial potential of the To Wajoq. Similarly, the establishment of a permanent, public fund to provide loan capital for entrepreneurial activities allowed a larger segment of society to participate in commerce. Highly organized credit systems enabled the To Wajoq to exploit their community's commercial potential more completely than could other groups, to distinguish themselves among indigenous traders, and to establish a far-flung commercial network across the archipelago. Without such an effective financial system, it is hard to imagine that the To Wajoq could have developed the commercial strength which was crucial not only to the prosperity of their people, but also to the security of their country.

Notes

- ¹ B.F. Matthes, “Eenige opmerkingen omtrent en naar aanleiding van dat gedeelte van Dr. J.J. de Hollander’s Handleiding bij de Beoefening der Land- en Volkenkunde van Nederlandsch Oost-Indië, hetwelk handelt over het Gouvernement van Celebes en Onderhoorigheden”, *Bijdragen tot de Taal-, Land- en Volkenkunde van Nederlandsch-Indië* 19 (1872), p. 18. I was led to this reference via its citation in David E. Sopher, *The Sea Nomads: A Study of the Maritime Boat Peoples of Southeast Asia* (Singapore: National Museum of Singapore, 1977), pp. 159–160.
- ² Memorandum by A.H. Smout to J.G. Loten, Makassar, 1.6.1744, in NA VOC 2628, folio (f.) 242, Dutch National Archive (National Archief, NA), The Hague.
- ³ Jacqueline Lineton, “‘Pasompe’ Ugi’: Bugis Migrants and Wanderers”, *Archipel* 10 (1975): 177.
- ⁴ Andi Zainal Abidin, *Wajo’ Pada Abad XV–XVI: Suatu Penggalan Sejarah Terpendam Sulawesi Selatan dari Lontara’* (Bandung: Penerbit Alumni, 1985), p. 65.
- ⁵ Christian Pelras, *The Bugis* (Cambridge: Blackwell, 1996), p. 96. A further example comes from the Chronicle of Sidenreng, in which brothers leave their homeland to found new settlements abroad — see Ian Caldwell, “South Sulawesi A.D. 1300–1600: Ten Bugis Texts” (Ph.D. dissertation, Australian National University, 1988), p. 187.
- ⁶ While the Lappadeppaq Treaty does not explicitly mention the right to migrate, the ceremony at which it was concluded reiterates this right. After burying a stone to solemnize the treaty, La Tiringeng To Taba speaks to all those present, promising them freedom to leave, enter, and reside in Wajoq at will. He is recorded as saying: “The door of Wajoq shall be open when they enter; the door of Wajoq shall be open when they leave; they enter on their own feet and they leave on their own feet.” When asked why he did not promise this before burying the rock, he replies that the freedom in question is simply a matter of Wajorese customary law. Freedom of movement, then, was already a well established principle. See Andi Zainal Abidin, *Persepsi Orang Bugis Makasar tentang Hukum, Negara dan Dunia Luar* (Bandung: Alumni, 1983), pp. 243–44.
- ⁷ Leonard Y. Andaya, *The Heritage of Arung Palakka: A History of South Sulawesi (Celebes) in the Seventeenth Century* (The Hague: Martinus Nijhoff, 1981), p. 210.
- ⁸ B.F. Matthes, *Over de Wadjorezen met hun Handels- en Scheepswetboek* (Makassar: P. van Hartrop, 1869), pp. 4–6.
- ⁹ Letter from Arung Timurung in Cenrana to J. Sautijn and others in Makassar, 9.5.1736, in NA VOC 2409, f. 771; Leid. Cod. Or. 1923 VI, f. 15 (Dutch Bible Society Collection, Leiden University Library). On this conflict, see J. Noorduyn, “Arung Singkang (1700–1765): How the Victory of Wadjo’ Began”, *Indonesia* 13 (1972): 61–68.
- ¹⁰ Letter from Brugman in Pénéki to governor Cornelis Sinkelaar in Makassar, 4.3.1762, in “Stukken handelende over den Panekischen Oorlog” (unpaginated),

ANRI Makassar 280, National Archives of the Republic of Indonesia (ANRI), Jakarta.

- ¹¹ Abdurrazak Daeng Patunru, *Sedjarah Wadjo* (Makassar: Jajasan Kebudayaan Sulawesi Selatan dan Tenggara, 1965), p. 62. The *Lontaraq Sukkuqna Wajoq*, however, states that this policy was begun by La Galigo To Suni, who ruled from 1703 to 1711 (*Lontaraq Sukkuqna Wajoq*, Proyek Naskah UNHAS No. 01/MKH/1/Unhas UP, Rol 73, No. 1–21, f. 228).
- ¹² *Lontaraq Sukkuqna Wajoq*, f. 228.
- ¹³ The *Lontaraq Sukkuqna Wajoq* (f. 229) refers to “Java”, but in Bugis usage this indicated the western archipelago in general. See A.A. Cense, “Eenige aantekeningen over Makassaars-Boeginese geschiedschrijving”, *Bijdragen tot de Taal-, Land- en Volkenkunde* 107 (1951): 49, n. 23.
- ¹⁴ Abdurrazak, *Sedjarah Wadjo*, p. 63.
- ¹⁵ B.F. Matthes, *Over de Wadjorezen*, pp. 24–25.
- ¹⁶ The mosque was improved with lime, its well was deepened, and a minaret was built from which to make the call to prayer (*Lontaraq Sukkuqna Wajoq*, f. 236).
- ¹⁷ B.F. Matthes, *Over de Wadjorezen*, pp. 24–25.
- ¹⁸ Jacobus Noorduyn, *Een Achttiende-Eeuwse Kroniek van Wadjo: Buginese Historiografie* (‘s Gravenhage: Smits, 1955).
- ¹⁹ *Proyek Pemugaran dan Pemeliharaan Peninggalan Sejarah dan Purbakala Sulawesi Selatan, Study Kelayakan Bekas Ibu Kota Kerajaan Wajo (Abad XVII) di Tosora, Kab. Wajo, Sulawesi Selatan* (Jakarta: Departemen Pendidikan dan Kebudayaan, Direktorat Jenderal Kebudayaan, 1984), pp. 39–40.
- ²⁰ Memorandum by A.H. Smout to J.G. Loten, 1.6.1744, f. 245.
- ²¹ Eighteen copies of this legal code were formerly held in the manuscript collection of the Yayasan Kebudayaan Sulawesi Selatan (which no longer exists as such), and numerous copies are present in the Dutch Missionary Society collection of Leiden University Library. The code has also been published several times, both in the original Bugis and in Indonesian, Dutch, and English translations: B.F. Matthes, ed., *Iyanaé Sure Powada-adaengi Undang-undangna Sinina ToWajoe, iya Nawinrué Matowana To-Wajoé ri Junpandang Riyasengé Amanna Gappa* (Makassar, 1869); O.L. Tobing, *Hukum Pelajaran dan Perdagangan Amanna Gappa* (Makassar: Jajasan Kebudayaan Sulawesi Selatan dan Tenggara, 1961); C.H. Thomsen, ed., *A Code of Bugis Maritime Laws with a Translation and Vocabulary, Giving the Pronunciation and Meaning of Each Word* (Singapore: Mission Press, 1832); Leonardus Johannes Jacobus Caron, *Het Handels- en Zeerecht in de Adatrechtsregelen van Rechtskring Zuid-Celebes* (Bussum: Van Dishoek, 1937).
- ²² On the dating of Amanna Gappa’s law code, see La Side, “Serba-serbi Tentang Amanna Gappa dan Penangkatan Matowa Wadjo di Makasar dalam Abad Ke-17”, *Bingkisan* 2, no. 8 (1969): 11–12; and J. Noorduyn, “The Wajorese Merchants’ Community in Makassar”, *Bijdragen tot de Taal-, Land- en Volkenkunde* 156 (2000): 495–96.
- ²³ See footnote 21.
- ²⁴ J. Noorduyn, “The Wajorese Merchants’ Community in Makassar”, p. 483. Noorduyn’s article is based on the said manuscript (NBG 106, Dutch Bible Society collection, Leiden University Library).

- ²⁵ B.F. Matthes, ed., *Iyanaé Sure Powada-adaengi Undang-undangna Sinina ToWajoé*, pp. 54–55, footnote ee.
- ²⁶ On status in Wajorese society, see Lucie van Mens, *De Statusscheppers: Sociale Mobiliteit in Wajo, 1905–1950* (Amsterdam: CASA, 1989).
- ²⁷ The real, or Spanish American silver trade dollar, was at this time the most widely used currency in Southeast Asia. In terms of modern (2007) prices one real was worth roughly twenty to twenty-five U.S. dollars, although it should be remembered that incomes were much lower in the past than today. Among the Bugis, according to Matthes, the price of a debt slave was 30 reals (B.F. Matthes, *Iyanaé Sure Powada-adaengi Undang-undangna Sinina ToWajoé*, p. 44, footnotes e and p; p. 62, footnote jj).
- ²⁸ Leid. Cod. Or. 1923 VI, ff. 41–42.
- ²⁹ J. Noorduyn, “The Wajorese Merchants’ Community in Makassar”, p. 479.
- ³⁰ Ibid., p. 478.
- ³¹ On the roles and ranks of members of Bugis ship’s crews, see Gene Ammarell, *Bugis Navigation* (New Haven: Yale University Southeast Asia Studies, 1999), pp. 201–02.
- ³² The precise nature of the “bondage” referred to here is not clear from the text. On the varieties of bondage in Southeast Asia, see Anthony Reid, ed., *Slavery, Bondage and Dependency in Southeast Asia* (St. Lucia: University of Queensland Press, 1983).
- ³³ The term *sawi* is still in use, although its meaning has changed over time. In eighteenth-century Dutch documents, such as the Makassar court records discussed later in this chapter, it refers to a trading passenger on a Bugis ship. In the nineteenth century it simply meant a crew member, and today it is used in a variety of contexts to denote a client who is dependent on a *punggawa* or patron (C. Pelras, *The Bugis*, p. 332).
- ³⁴ J. Noorduyn, “The Wajorese Merchants’ Community in Makassar”, p. 480; “Stukken van Intje Moehammad”, f. VIII, Collectie A.A. Cense, KITLV Or. 545 no. 182, Royal Netherlands Institute of Southeast Asian and Caribbean Studies (KITLV), Leiden.
- ³⁵ J. Noorduyn, “The Wajorese Merchants’ Community in Makassar”, p. 485.
- ³⁶ “Abrah: Frasz contra Tombo Inlandse vrouw”, 1728, and “Proces Civil van Diogo Tawaris Senior contra Tohoeti Wadjorees”, 1742 (both court transcripts, unpaginated), in ANRI Makassar 333.2 and 332.1, respectively.
- ³⁷ The *rijksdaalder* was a standard Dutch silver coin, comparable to the Spanish American real (see note 27). In terms of modern (2007) prices, the *rijksdaalder* was worth approximately twenty-five U.S. dollars.
- ³⁸ While one witness testified that To Anko had paid these expenses out of his profits from the sale of nineteen slaves in Batavia, the court favoured Abraham Franzson’s assertion that the captain had paid them using part of the money invested by the *sawi*. Either way, Abraham Franzson was to reimburse To Anko; but using passengers’ money for this purpose was not in accordance with the spirit of Amanna Gappa’s law code, which states that a captain must be in possession of funds to spend on the maintenance of the ship. Although To Anko was deceased at the time of the trial and did not testify, it appears

from the manner in which his accounts were described that he did not consider this payment to be his responsibility.

- ³⁹ Barbara Watson Andaya, "Orality, Contracts, Kinship and the Market in Pre-Colonial Island Southeast Asia", in *Ownership, Contracts and Markets in China, Southeast Asia and the Middle East: The Potentials of Comparative Study*, edited by Toru Miura (Tokyo: Islamic Area Studies Project, 2001), p. 30.
- ⁴⁰ Report by J.H. Voll to Governor David Boelen, Makassar, 11.4.1768, in NA VOC 3243 (document 16, unpaginated).
- ⁴¹ Heather A. Sutherland and David S. Brée, "Quantitative and Qualitative Approaches to the Study of Indonesian Trade", in *Dari Babad dan Hikayat Sampai Sejarah Kritis*, edited by T. Ibrahim Alfian et al. (Yogyakarta: Gadjah Mada University Press, 1987), pp. 397–400.
- ⁴² Memorandum by A.H. Smout to J.G. Loten, 1.6.1744, f. 259.
- ⁴³ Ibid., ff. 246–47.
- ⁴⁴ Ibid., f. 246.
- ⁴⁵ B.F. Matthes, ed., *Iyanaé Sure Powada-adaengi Undang-undangna Sinina ToWajoé*, pp. 27, 74.
- ⁴⁶ Barbara Watson Andaya, "Orality, Contracts, Kinship and the Market", p. 8. Otherwise unrelated people who had shared a wet nurse were considered to have a special bond and were known as "milk relatives", *saudara susuan* — see Barbara Watson Andaya, *To Live as Brothers: Southeast Sumatra in the Seventeenth and Eighteenth Centuries* (Honolulu: University of Hawaii Press, 1993), p. 35.

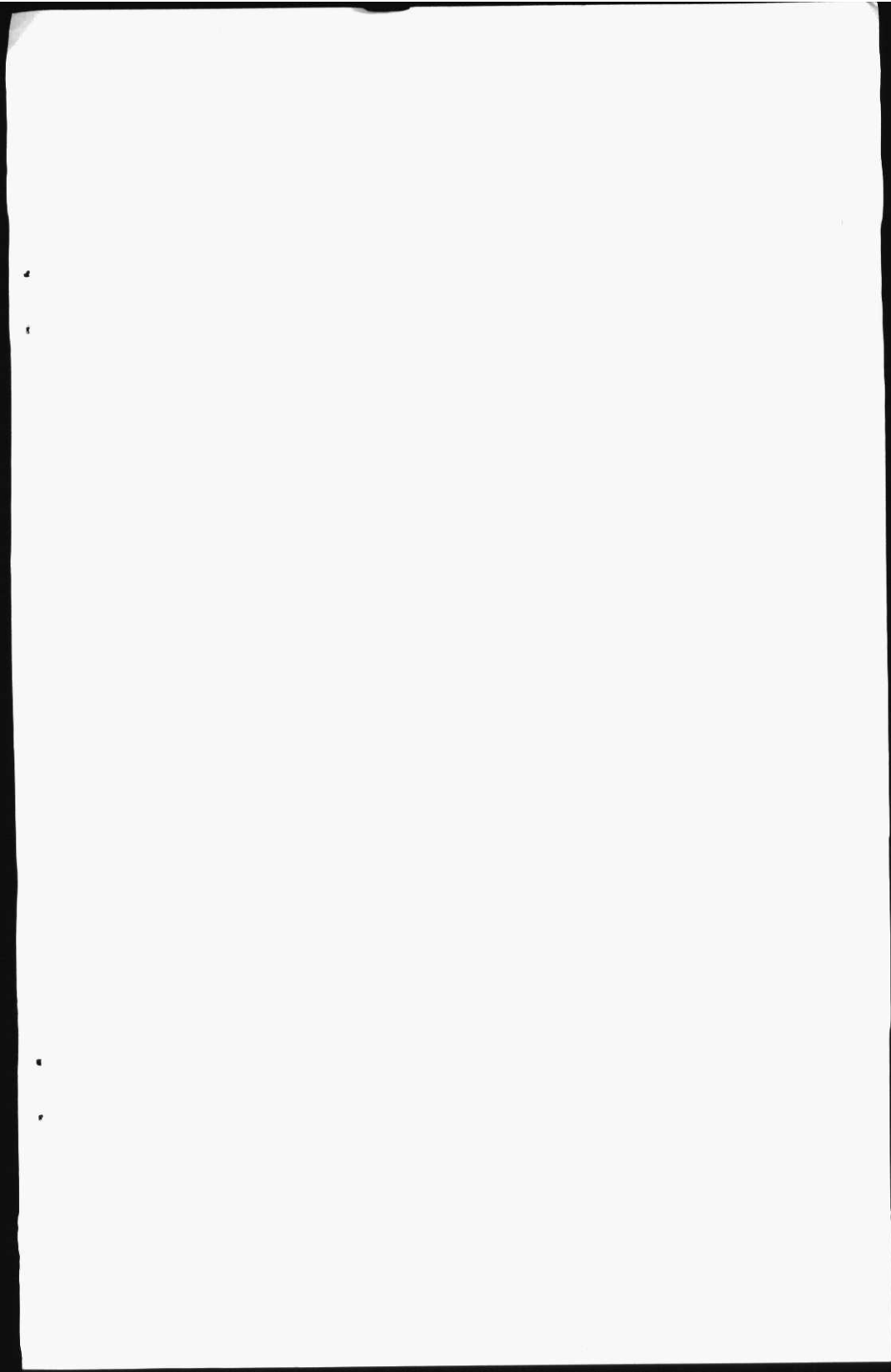
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Money in Makassar: Credit and Debt in an Eighteenth-Century VOC Settlement

Heather Sutherland

Conventional wisdom holds that the key to power in Southeast Asia rested on control over populations; these provided the labour necessary to convert abundant land into wealth, and the coercive force needed to ensure obedience and respect. That other essential prerequisite for good fortune, capital, has received less attention. This reflects a common emphasis on Indonesia as a primarily agrarian society; the Java-focus of much research; and an assumed division between Java's relatively Islamic and commercial north coast, and the dominant rice-growing interior. Beyond Java, the undoubtedly trade-centred port settlements of the outer islands tend to be seen as merely barter-based, exchanging products from the interior (gold, wax, rattan, and suchlike) for imported commodities such as textiles, salt, and iron.

Relative exceptions to this image of Asian economic simplicity are provided by the "diaspora" merchants, active in the archipelago for perhaps a thousand years before the arrival of the Europeans. The networks and commerce of such foreigners, primarily Indians and Chinese, were once regarded as inscrutable and remote, but comparative reassessments of economic performance in Asia and the West have modified such Orientalist preconceptions.¹ However, data are scarce and opinion divided as to the extent and significance of both urbanization and long-range trade, although the significance of cross-cultural transactions and change over time is now widely acknowledged.² These were most intense in port-towns, where various groups lived in close proximity and many shared at least one passion — the search for the profitable deal.



CREDIT AND DEBT IN INDONESIA, 860-1930

From Peonage to Pawnshop, from Kongsì to Cooperative

Credit and debt are practical concerns of all times and places. They are also increasingly important topics in economic history and the social sciences, from Marcel Mauss and the anthropology of the gift to the urgent quest for understanding of today's global credit crunch. This volume brings together eight essays on credit and debt in the history of Indonesia, where for centuries debt and debt bondage played central roles in the organization of society, and where efforts to combat 'usury' and free peasants from indebtedness were central to the ethical and nationalist movements of the late colonial period. Topics range from the inscriptions of ninth-century Java to the first global financial crisis in 1930, and from Islamic laws against the charging of interest to the role of Chinese temples and Dutch church charities as credit providers. The history of credit and debt in Indonesia is examined from a wide variety of perspectives — legal, institutional, and cultural as well as economic. Attention is paid to parallels and contrasts with more recent developments, including the Asian financial crisis of 1997 and Indonesia's rise to fame as a pioneer of the current global microfinance revolution.



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