Political Contracts in the Early Modern Malay-Indonesian World:  
Analysis of Malay Historical Materials

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近世マレー・インドネシア世界における政治的契約
マレー語史料の分析を中心に

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前近代の東南アジアの「契約」に対する関心は概して高いとはいえない。だが、マレー・インドネシア世界については、次のような興味深い論議が提出されている。すなわち、商業的契約、政治的契約を問わず口頭契約が一般的であったこと、また当事者間で家族の縁組の構築が強調されていたことである。ところが、近世には、南アジア、西アジア、ヨーロッパとの交易が飛躍的に発展し、その結果、文書契約の慣行が港市を中心に現地社会
以上の論議はおおむね妥当なものと考えられる。だが、現地社会の契約慣行の変容過程に関しては、なおいくつかの問題点が残されている。例えば、イスラームや他の民族の契約概念が、具体的にどのような変化を生じさせたかという問題である。また、特に政治的契約については、文書の利用が普及した後も口頭契約は維持されたという指摘もある。ただし、事例研究が少なく、またごく一部の地域に片寄っているため、それがマレー・インドネシア世界の実態をどの程度反映しているか明らかではない。

そこで、本稿では、マレー・インドネシア世界の西部の事例に焦点をあて、現地語文献史料の分析を通して、上記のような問題へのアプローチを試みた。その結論は以下のようである。

（1）18世紀以降、マレー社会では政治的契約が一層重要な意味をもつようになった。これには、域内及び域外の他民族からの文化的影響も認められる。

（2）また、18世紀以降には、イスラーム的視点が誓約の保証として一層重要な役割を果たすようになった。ただし、内陸部のムスリム住民には、土着の宗教的観念による裏付けも依然として重要視されていた。

（3）政治的契約では、文書よりも契約を結ぶ際の儀礼的行為が重要であったというL. Y. アンダヤの指摘は、マレー社会にも妥当する。

（4）外来の契約概念の影響が認められるとはいえ、口頭契約の慣行やそれが宗教的観念の裏付けを必要としていた点に変化はみられない。それは、マレー・インドネシア世界の人々が、外来の諸観念を通して、自己の伝統を再構築していたことを示唆している。

I. Introduction

Southeast Asia, situated as it is between the South China Sea and the Indian Ocean, has inevitably been involved in international maritime trade since ancient times. Southeast Asian ports functioned as a pivot on the maritime route stretching from East Asia to West Asia, and a variety of people, commodities and information flowed in and out of the region. Southeast Asia's development, including its cultural development, was closely related to this inter-regional exchange. For example, the culture of the Malay-Indonesian world includes some foreign factors derived from India, West Asia and Europe. When, therefore, an aspect of the culture of this region is under discussion, the interaction between indigenous culture and foreign cultures is important.
1. Overview

During the past ten years, interest in Southeast Asia within the early modern period (from about the 15th to the 18th century) has been growing. Contracts in early modern Southeast Asia, however, have had little attention so far. Only a limited number of Malay-Indonesian studies deal with contracts during that period, and most of these studies mention the subject only in order to discuss other themes. Let us overview their arguments.

These studies agree that the idea of written contracts, which originated in foreign societies, was gradually accepted by the local community due to the growing influence of foreign merchants. A. Reid states that Javanese and Malays adopted the Indian custom of recording commercial contracts, at least by the 17th century. Reid also states that merchants in Banten (a port in West Java) and the seagoing traders wrote their contracts in Javanese on palm leaves or Chinese paper. Also, L. Y. Andaya points out that the Portuguese and Dutch played a role by introducing the European concept of treaty to the Malay-Indonesian world. B. W. Andaya states, moreover, that the use of documentation became more common because of a growing demand from those Europeans who controlled major ports in the Malay-Indonesian world (Reid 1993a: 113; Andaya, L.Y. 1978: 275-76; Andaya, B.W. 2001: 27-33).

Concerning the idea of contracts in the local society, B. W. Andaya states that the local people preferred marriage alliances or the oral contracts that used formulaic terms such as "brother" and "father." She points out two reasons for this. One is that the local people essentially perceived political and economic relationships in terms of kinship connections. Commercial relations, in particular, were perceived as ideally existing between kin or potential kin. Southeast Asian maritime laws, she points out, see the application of family relationship as a guarantee of honesty and good faith (Andaya, B. W. 2001: 24, 25). Her other reason is that most of the local people were illiterate; the exchange of written contracts appears to be rare beyond the cosmopolitan urban ports because literacy was so limited and because trade was perceived as enhanced reciprocity between kin. She stresses that even when documents were drawn up they were regarded of minor importance (ibid.: 17, 19).

B. W. Andaya's argument relies on her case study of southeast Sumatra in the 17th to 18th century (Andaya, B. W. 1993). That study's main purpose was to explicate how to establish social relations in a local society that was both kinship-oriented and characterized by orality. Although she deals with many political contracts, she does not discuss them in detail. As for political contracts, L. Y. Andaya presents an interesting argument.
He states that the Bugis people in Sulawesi had a tradition of making oral contracts between states, and these contracts expressed relations between states in terms of kinship connections. He stresses that even after written documents became popular the Bugis people still believed that ceremonies of making contracts were much more important (Andaya, L. Y. 1978).

2. Questions and Purpose

As stated above, scholars have already described several aspects of contracts in the early modern Malay-Indonesian world. Some important aspects, however, remain obscure. Questions arise about political contracts, as shown below.

The first question concerns transition. B. W. Andaya certainly discusses this question (Andaya, B.W. 2001), yet she focuses her attention on commercial contracts. As for political contracts, L. Y. Andaya presents an interesting argument. He bases this argument, however, on his case studies of south Sulawesi, and thus whether the argument holds true for other cases is open to discussion. Further consideration is necessary.

The second question concerns the foreign influences on local society. As recent studies point out, from the 17th century on, local Muslims came to respect the Islamic norms much more than before because of growing Islamic influences (Reid 1993a: 133-92; Reid 1993b: 106-07). It is reasonable to think that this growing Islamic influence caused certain changes in the local practice of political contracts. Indeed, several Arabic-derived words related to political contracts are in the Malay historical materials. At the same time, we need to pay attention to the influences from other ethnic groups in the region. The Bugis people of south Sulawesi activated their migration to the entire Malay-Indonesian world in the latter half of the 17th century. In the 18th century, they played an important role in the politics, commerce and military affairs of the region. Therefore, this century is often called “the Bugis period.” Their influence is clearly seen in the history of the region, especially in its western part (Lineton 1975: 174-7; Perlas 1996: 145; Andaya and Andaya 2001: 83-88). This is the core area of the Malay people. Since the Bugis had a tradition of making political contracts (Andi’ Zainal Abidin 1983), it is probable that they affected the political contracts of other ethnic groups. We need to reconsider political contracts in the local society from these aspects.

The purpose of the present paper is to discuss the two questions noted above. For this purpose, I will focus attention on the political contracts recorded in Malay historical materials, most of them written during the early modern period. I will consider those ques-
tions based on an analysis of the various Malay texts.

II. The Malay Political Contract in the Sejarah Melayu

The Sejarah Melayu (or Sulatat us-Salatin), written in the early 17th century Johor sultanate, is the most famous work in Malay classic literature. This work only deals with the history of the Melaka sultanate and the early years of the Johor sultanate. Nevertheless, because many different versions of this work were edited in the various Malay sultanates,¹ people in the Malay-Indonesian world shared its stories. This work also had much influence on later Malay historical works. It is true that this work contains a lot of fiction. At the same time, however, it also includes a lot of important information about Malay court culture. The Sejarah Melayu has therefore been considered a fundamental source for Malay studies so far.

The political contract in the Sejarah Melayu (which is mentioned with the words janji, perjanjian or waadat)² is a famous contract that affected Malay ruler-subject relations. The Sejarah Melayu reports that Seri Teri Buana and Demang Lebar Daun made this contract. Seri Teri Buana is a descendant of the legendary Islamic hero, Raja Iskandar D'zulkarnain (Alexander of the Two Horns—that is, Alexander the Great). The genealogy of rulers of the Melaka sultanate is derived from him. Although the Sejarah Melayu states that the contract was made in Palembang (a port city in southeast Sumatra), no mention is made of when the contract was made. The Sejarah Melayu explains the process of making the contract as follows:

One night Seri Teri Buana suddenly appeared on the top of Bukit Si Guntang hill in Palembang. Demang Lebar Daun, the ruler of Palembang, came to see him and then abdicated the throne in favor of him. The new ruler, Seri Teri Buana, wished for a consort. However, any girl he approached got a serious skin disease because of his supernatural power. At last, Seri Teri Buana asked Demang Lebar Daun for his daughter's hand in marriage. Fearing that his daughter would get the skin disease, Demang Lebar Daun requested that Seri Teri Buana make a contract with him. Seri Teri Buana agreed, and they made a contract by taking a mutual oath (bersumpah-sumpahan) (SMr: 57; Brown 1970: 13-17).

1. Terms of This Contract

The terms of this contract are in a conversation between Seri Teri Buana and Demang Lebar Daun (Brown 1970: 16). As I interpret it, this contract consists of four
Terms, as follows:

**Terms of the Contract between Seri Teri Buana and Demang Lebar Daun**

[1] Terms of Rulers
Malay rulers should treat their subjects well. However gravely their subjects offend, they shall not be bound or hanged or disgraced with evil words. They shall be sentenced to death only when they have committed certain offences, in accordance with Islamic laws.

[2] Terms of Subjects
Malay subjects shall never commit *derhaka* (being disloyal or treacherous to rulers), even if their rulers behave evilly or inflict *aniaya* (injustice)\(^3\) upon them.

[3] Terms of Cancellation
If any ruler departs from the terms of this contract, his subjects will not have to keep their terms.

[4] Terms of Punishment
Allah will punish those who depart from the terms of the contract. In particular, if any ruler fails to keep the terms of the contract, that shall be a sign that Allah will destroy his kingdom.

This contract clearly concerns the relations between Malay rulers and their subjects. The first issue to be discussed here is that this contract subsumes both traditional and Islamic concepts. We will begin by considering the concept of *derhaka* in the terms of subjects. *Derhaka* is a traditional concept closely connected to another traditional concept, *daulat*, which means the supernatural power possessed by Malay rulers. The word also means their divine kingship (Wilkinson 1932 part 1: 261). Malay rulers received this supernatural power at their installation. The Malay people believed that those who committed *derhaka* would suffer awful retribution from *daulat* (Gullick 1958: 44-45; Skeat 1965: 24). That enabled the Malay rulers to do anything they wished. The concept of *daulat* originated in pre-Hindu Malay society. We should note, however, that it contains Hindu and Islamic concepts concerning the immutable power of the ruler. This concept, expressed in the Sanskrit-derived word *sakti* (a supernatural power associated with the Hindu gods) during the Hindu period, was later replaced by the Arabic-derived word *daulat* (Gullick 1958: 45; Winstedt 1947: 129-39; Andaya, B. W. 1975: 25-6; Andaya, L. Y. 1975b: 8). The *Sejarah Melayu* suggests that *daulat* is a supernatural power that Allah
gives to the Malay rulers because they are descendants of Raja Iskandar D'zulkarnain (SMs: 25). We can safely say that the concept of daulat was reconstructed to fit an Islamic mold.

In contrast, the terms of rulers and punishment clearly contain Islamic concepts. The terms of punishment, in particular, suggest that Allah is a guarantee of this contract. In fact, the Sejarah Melayu states that Allah granted this contract and its witness was Allah (SMr: 57).

The second issue to be discussed is that the power of rulers is limited to some extent. The terms of rulers ask that the Malay rulers respect Islamic laws. In other words, the terms show the predominance of Islamic laws over the traditional concept of daulat (divine kingship). Recent studies point out that the tendency grew in the Malay-Indonesian world from the 17th century (Reid 1993b: 83-107; Azyumardi Azra 1999: 166-293). We may assume that the earlier work Taj us-Salatin(4) influenced the author of the Sejarah Melayu (Cheah 1998: 112). The Taj us-Salatin states that subjects do not have to follow the unjust (zalim) ruler, as shown below:

Since we do not want disorder in our state, we follow his [the unjust ruler's] words. Yet, we do not have to follow his words and actions, if it is not difficult to do so. We do not even have to look at his face, because he turned his face from Allah's law. Those who depart from Allah's law and reject the Shari'a are both enemies of Allah and enemies of Allah's Prophet. We should treat enemies of Allah as our enemies (TAJ: 48).

On the other hand, the Taj us-Salatin warns rulers that tyrannical behavior will result in the loss of daulat and states (ibid: 70). These views of the Taj us-Salatin are similar to the terms of cancellation and punishment. The contract of the Sejarah Melayu never states, however, that the subjects oppose the unjust ruler. As its terms of cancellation suggest, it simply allows them to offer passive resistance to him. The Sejarah Melayu is different from the Taj us-Salatin in that respect.

The third question is that this political contract is characterized by oral contracts. Although written in the Sejarah Melayu, the contract was made by taking an oath. The terms of the contract are also not written in the style of the law documents. We find them in the conversation between Seri Teri Buana and Demang Lebar Daun. In other words, the Sejarah Melayu does not tell them in brief. It is likely that such a writing style reflect-
ed the orality in Malay society. 

2. Main Theme of the Sejarah Melayu

The fourth issue we will consider is the relationship between the political contract and the main theme of the Sejarah Melayu. The problem is one of estimating the value of the Sejarah Melayu in Malay society. Most studies state that the Sejarah Melayu stresses the traditional value of blind loyalty of subjects to their ruler (de Jong 1964: 239). When we analyze this work, however, we realize that its descriptions relate closely to the terms of the political contract. Evidence for this is in the following parts:

[a] Testaments of Rulers  
[b] Author's Comments on the Reign of Rulers  
[c] Author's View on Supernatural Powers  
[d] Story of Penghulu Bendahari [Financial Minister] Sang Rajuna  
[e] Story of the Execution of Bendahara [Prime Minister] Seri Maharaja Family  
[f] Story of the Murder Incident of Tun Besar  
[g] Balance Treatment to Descriptions

Both [a] and [b] coincide with the terms of rulers. In [a], the rulers of Melaka advised his successor that the most important duty for the Islamic ruler was to treat his subjects well (SMr: 137, 149-50; SMs: 142, 219; SMd: 171-72, 186-87, 287-88). In [b], the author of the Sejarah Melayu praises some rulers with the word adil (just), murah (generous) and saksama (fair). He gives these good comments to Sultan Muhammad, Sultan Muzaffar, Sultan Mansur and Sultan Alauddin. The Melaka sultanate developed and enjoyed prosperity during their reign (SMr: 88, 92, 100, 139-40; SMs: 54, 60). This same author gives critical comments, however, to Sultan Iskandar of Singapura, Sultan Abu Syahid, Sultan Mahmud and Sultan Ahmad. During their reign, Singapura and Melaka suffered decline or downfall because of their ill treatment of subjects (SMr: 81, 90-92, 150-51, 190; SMs: 52-53, 62-65, 139, 167-77, 193-95, 201; SMd: 70, 82-86, 187, 193, 271). Apparently, the terms of rulers are reflected in the author's comments.

On the other hand, [c] and [e] are related to the terms of subjects. Concerning [c], I would like to stress that only two kinds of people possess supernatural powers in the Sejarah Melayu. They are the rulers of Melaka and the descendants of Muhammad who bear the titles Saiyid or Syarif. As mentioned above, the former possessed daulat as
descendants of Raja Iskandar D'zulkarnain. The author of Sejarah Melayu clearly considers that Islam is only a source of supernatural power. The supernatural power of the latter is called sumpah (SMr: 98, 166), which also means “oath” (Wilkinson 1932 part 2: 500-01). This Malay word suggests a close connection between oral contracts and supernatural powers in the Malay society. In the story [e], we must pay attention to the phrase “Adat Melayu tiada pernah derhaka” (It is the custom of the Malay subjects that they shall never be disloyal to their rulers) (SMr: 187). Similar phrases are found in the Sejarah Melayu (SMr: 125, 138, 154). Indeed, the word derhaka is usually mentioned in the context of denying committing derhaka (SMr: 112-14, 138, 163-64, 193; SMs: 98-101, 138, 139-40, 180-81, 207-08, 214-15; SMD: 138-42, 187, 187-88, 216-18, 240-41, 274-75). In other words, the concept of daulat is emphasized by such negative expressions.

The story [d] tells the derhaka incident that resulted in the downfall of Singapura. The incident happened, however, because of the ruler's ill treatment of his subjects (SMr: 81; SMs: 52-53; SMD: 70). This story therefore relates to the terms of rulers, subjects, and punishment.

The story [f] deals with the terms of cancellation. According to this story, a ball kicked by Tun Besar (son of Bendahara Tun Perak) accidentally knocked off the head cloth of Raja Muhammad (son of Sultan Mansur) who was passing by him. A retainer of Raja Muhammad immediately dashed out to kill Tun Besar. Since Raja Muhammad never stopped his retainer, Tun Besar was killed by him without a chance to make an excuse. On hearing news about the incident, Bendahara Tun Perak said, “Istiadat hamba Melayu tiada pernah derhaka” (it is the custom of Malay subjects that they shall never be disloyal to their rulers) and prohibited his people from seeking revenge. Yet, he added, “Tetapi akan kita berbuat tuan anak raja seorang ini janganlah” (However, this prince shall never be our ruler). After hearing of the words of Bendahara Tun Perak, Sultan Mansur gave up on installing Raja Muhammad as ruler of Melaka (SMr: 124-25; SMs: 110-11; SMD: 153). What Tun Perak said comes under derhaka because it rejects Sultan Mansur’s wish to install Raja Muhammad as his successor. Nevertheless, the author of the Sejarah Melayu never makes a critical comment on Tun Perak. This is because he thinks that Raja Muhammad departed from the terms of the contract. No other reasons authorize what Tun Perak said.

Meanwhile, [g] is related to the political contract itself. In my understanding, the Sejarah Melayu is divided into three parts as follows: The first part consists of stories of the pre-Melaka period, including the stories of great ancestors of the Melaka rulers such
as Raja Iskandar D'zulkarnain and the story of the political contract. The second part tells of the prosperous period of the Melaka sultanate, the reign of four good rulers. The third part describes this reign's decline and downfall, including the reign of the last two sultans, Sultan Mahmud and Sultan Ahmad.

An important point here is that the three parts have an almost equal number of pages. Taken in light of this balance of three parts, the Sejarah Melayu quite likely has the following composition: The first part states that the founding of the Melaka Sultanate was based on the political contract between Seri Teri Buana and Demang Lebar Daun. The stories of great ancestors of the Melaka rulers are necessary to explain why they can possess daulat. The purpose of the second and third parts is to show that the rise and fall of a state depends greatly on whether or not the political contract is well observed. The second part describes the period in which both rulers and subjects respect the contract. Harmonious relationships between rulers and subjects are thus established, and the result is development of the Melaka sultanate. In contrast, the third part describes the period in which the rulers failed to keep the political contract. That destroyed the harmony between rulers and subjects and inevitably the Melaka sultanate declined and fell. The author's purpose is quite likely to stress the significance of the political contract by contrasting these three parts.

Other studies state that Malay historical writings often refer to takdir (Allah's will) to explain the cause of an incident (Andaya, B. W. and Matheson 1979: 117). We should note, however, that the Sejarah Melayu seldom mentions it. Clearly, the author of this work thinks that the downfall of Singapura and Melaka resulted from its rulers' unjust behavior.

It follows from the above discussion that the main theme of the Sejarah Melayu is its stress on the significance of the political contract. People in the Malay-Indonesian world realized the value of this message again when they witnessed the process of decline and fall of the Johor sultanate from the late 17th century to the early 18th century.

III. The Malay-Bugis Contract in the Johor-Riau Sultanate

In 1718, Raja Kecil and his Minangkabau followers of Siak (a port of southeast Sumatra) conquered the Johor sultanate. Several years later, however, the Bugis immigrants in the Malay Peninsula defeated him. In 1721 a prince of Johor, Raja Sulaiman,
founded a new state, the Johor-Riau sultanate, in Riau with their support. Until the late 18th century, this sultanate flourished as a center of trade and Islam in the Malay-Indonesian world (Harrison 1953: 56-62; Lewis 1970: 114-15).

1. Terms of the Contract

According to the TUHFAT, Raja Sulaiman suggested a proposition to the Bugis before founding the sultanate: in return for their installing him as sultan, he would appoint one of the Bugis leaders as Yang Dipertuan Muda [YDM, junior ruler]. The Bugis accepted his proposition, expelled Raja Kecil from Riau, and regained the Johor regalia, which he had seized. Then the Bugis installed Raja Sulaiman as sultan and he installed one of the Bugis leaders, Daeng Marewa, as YDM (TUHFAT: 211-16). The SMB reports that after accepting Raja Sulaiman’s proposition the Bugis requested him to make a contract. They then created a specific contract concerning their relations (SMB: 67). This is quite likely the contract called Perjanjian Sumpah Setia or Sumpah Setia (oath of loyalty) between the Malay and the Bugis, because it lays down the basic principle followed in the Johor-Riau sultanate. The terms of this contract are as follows:

Terms of the Oath of Loyalty between the Malay and the Bugis

[1] Terms concerning the Succession of the Sultan
Raja Sulaiman shall be installed as sultan. Succession to the post of sultan shall be Raja Sulaiman’s descendants.

[2] Terms concerning the Succession of YDM
One of Daeng Marewa’s brothers shall be installed as YDM. Succession to the post of YDM shall be descendants of Daeng Marewa’s brothers.

[3] Terms concerning the Sultan
The sultan shall behave passively, like a wife. He may eat only when food is given to him.

[4] Terms concerning the YDM
The YDM shall behave like a husband. His opinion shall be respected more than the opinions of others in all matters.

[5] Terms concerning Keeping the Contract
The above-mentioned terms shall not be changed from now on.
2. Distinctive Features

The first issue that requires clarification is that the parties make the contract by an oath in the Bugis style. The Perjanjian Sumpah Setia ceremony, performed at the YDM’s installation, included the personal oath of loyalty. For example, the first Bugis YDM made an oath to the Malay sultan as follows:

Verily Sultan Sulaiman Badral-Alam Syah, I the Yang Dipertuan Muda, shall govern your realm. If what lies lengthways before you is not to your liking, I shall lay it crossways. And if what lies crossways before you is not to your liking, I shall lay it lengthways. Whatever is overgrown and thorny in your path, I will clear (TUHFAT: 216; SMB: 93; Raja Ali Haji ibn Ahmad 1982: 64).

The TUHFAT says that the Bugis YDM swore his personal oath while performing the aruk ceremony. Aruk is a kind of sword dance, which the Bugis performed at ceremonies such as marriage and the installation of a ruler. During the aruk ceremony, the performer expressed feelings of loyalty in his own words (SMB: 282; Cense 1966: 424). After the YDM performed the aruk ceremony, his brothers performed it to the YDM and then other Bugis followed them (TUHFAT: 216). Although expressed with Malay words, the Perjanjian Sumpah Setia ceremony is characterized by the traditional Bugis style. In fact, the phrase “sumpah setia” does not appear in Malay historical works written before the 18th century.

This distinctive feature suggests the following two points. First, the Bugis took the initiative in introducing political contracts into Johor-Riau. Second, the Bugis probably played an important role in developing the concept of contracts in the Malay-Indonesian world. I will discuss the second point in the following section.

The second question under consideration is that the oath of loyalty does not include Malay concepts, particularly daulat. The terms of [3] show that the power of the Malay sultan was considerably limited. In contrast, the terms of [4] allow the Bugis YDM to exercise great power. The TUHFAT mentions such a situation with the phrase “satu perahu nakhoda dua dan satu negeri beraja dua” (Two captains in a ship and two rulers in a state) (TUHFAT: 465). This is the major reason why the dissatisfaction of the Malay sultan and his followers increased and why tensions between the Malay and the Bugis often increased in the Johor-Riau sultanate despite its prosperity (Andaya and Andaya 2001: 86-87, 100, 104). When we compare the Melaka situation, we realize that a ruler’s unjust
behavior to subjects is not a major factor in this conflict. Surely, the oath of loyalty played a crucial role to keep integration of the sultanate (Matheson 1975: 18-19). Nevertheless, ironically, it was a fundamental cause of disintegrative force in Johor-Riau. (12)

The third question to be considered is one of witness and guarantee. As mentioned above, the Perjanjian Sumpah Setia ceremony is characterized by the aruk ceremony that the Bugis performed. Let us refer to the regulations on the sumpah setia ceremony (Aturan Istiadat Raja Bersetia and Aturan Istiadat Berikrar Setia). Both of them state that the sultan put his hands on the Quran while a herald read a letter of the oath of loyalty (surat sumpah setia) (A. Samad Ahmad 1985: 38-40; Syed Alwi Sheikh al-Hadi 1986: 82-85). (13) Moreover, Malay royal customs (Adat Istiadat Raja-Raja Melayu) in the MUKHTASAR say that the sultan and the YDM put their signatures and seals on the letter of the oath of loyalty (MUKHTASAR: 9). These historical materials reveal the following points: First, the audience who attended the ceremony should be considered as witness. (15) We note, however, that the written document was used as proof in this contract. Second, Allah should be considered as a guarantee because the Quran was used to authorize the oath of loyalty. Here I add that the sultan took his oath while putting his hands on the Quran in the enthronement (A. Samad Ahmad 1985: 50-57; Syed Alwi Sheikh al-Hadi 1986: 86-103).

3. Marriage Alliances

The fourth question under consideration is one of kinship relations. After the enthronement of the sultan and the YDM, several marriages took place between the Malay royal family and the Bugis leaders. (16) (PSNJ: 47-48; HNJ: 194; TUHFAT: 216-17). The genealogies of the sultan and the YDM show that it was customary for the YDM's family to marry royal Malay women (TUHFAT: 142-44, 150-75; Raja Ali Haji ibn Ahmad 1982: xiii-xiv). I agree with V. Matheson in thinking that such intermarriage was effective to some extent in maintaining state integration (Matheson 1975: 18). Another example of marriage alliances can be seen in the Sejarah Melayu. It shows that intermarriage between the sultans and the Bendahara family were one of customs of Melaka (Nishio 1995: 32, 39-40). (17) Hence, the local tendency to rely on kinship relations certainly survived until the 18th century. In this sense, B. W. Andaya's argument is correct. We should note, however, that the historical materials, which reflect the view of the court side, stress contracts rather than marriage alliances. It is quite likely that the ruling class, at least, considered marriage alliances as subsidiary means to support political contracts.
IV. Other Political Contracts in the 18th Century

The 18th century may have been a turning point in the Malay-Indonesian world. Political disunity in the region became more evident, and conflicts between states occurred frequently. As European people realized, surely the local people shared certain cultural similarities until then. The concept of “the Malay world” is based on such similarities. At the same time, however, some traditional values were losing their influence in the local society. The regicide incident in Johor in 1699, in particular, reveals that the concept of dalat was not as influential as before. To examine the transition in this century, we can get some useful information from Malay historical materials. Based on an analysis of them, I will discuss a few distinctive features of political contracts in this period.

1. Political Contracts and the 18th Century

Malay court histories written in the 18th and 19th century have several distinctive features. The frequent reference to takdir is one, and the addition of critical comment on the rulers is another. The former reveals the growing influence of Islam and the latter reflects the transformation of the political culture (Nishio 2001: 31-34). As for contracts, we should note the more frequent appearance of comments on political contracts. This new tendency is seen in the court histories of Johor-Riau, Siak and Pahang (a sultanate in the east coast of the Malay Peninsula) and is seen in the court history of Perak (a sultanate in the west coast of the Malay Peninsula) to a lesser extent. (HNJ: 194, 195, 212, 217, 226, 239, 240; TUHFAT: 191, 216, 225-6, 246, 262, 265, 270, 271, 285, 286, 289, 293, 300, 304, 305, 330, 335, 349, 420; HS : 123, 124, 127, 133, 141, 145, 158, 183, 193, 200, 202; HP : 16, 29, 30, 32, 33, 36, 40, 55, 59, 73, 77-8; MM : 27, 47-8, 55, 60-1, 88). This suggests that local society, at least the ruling class focused attention on political contracts in the 18th century.

One of the reasons for this is the prevailing political conflict (Andaya, B.W. 1976: 162-86; Andaya and Andaya 2001: 84-85, 90-92, 109, 112-13). For example, succession dispute in a certain state involved the neighboring states and developed into a large chronic conflict. Therefore, the parties involved often needed to reconfirm their loyalty to one another. Indeed, Johor-Riau, Siak and Pahang were the states where such succession disputes occurred from the 18th century on. Naturally, political contracts often appeared in their court histories in a context of conflict.

The second reason is that the Bugis immigrants were involved in the dispute
because of their success in battle (Andaya and Andaya 2001: 84). Having a tradition of making political contracts, they made use of it to legitimatize their position. As mentioned in the previous section, the Bugis introduced the *sumpah setia* to Johor-Riau. It is noteworthy that this word only appears in the court histories written during and after the 18th century. In addition, the *sumpah setia* are described most frequently in the court history of Pahang, which was put under the control of Johor-Riau. These facts support a belief in Bugis influence on the development of political contracts in the Malay sultanates.

The third reason is the influence from West Asia. In the Malay court histories, political contracts are sometimes mentioned with Arabic-derived words such as *ikrar* (attestation), *nazir* (vow), *waad* (contract), *waadat* (covenant), and so forth. For example, the political contract of the *Sejarah Melayu* is also mentioned with the word *waadat* (SMr: 57; SMs: 19-20; SMd: 25-26). Even more interesting is the use of the word *ikrar*. In local society, the word *ikrar* usually means an important promise made by oath (Kamus Dewan 1997: 481). This word is used for the ruler’s oath at the enthronement (MM: 55). The word is also used for commercial contracts like “surat ikrar” (a written document for a commercial contract) (ibid.: 60-61). The local people apparently give different meanings to the word. The use of the word “ikrar” shows that local people developed their concept of contracts by using the foreign ideas.

Based on the discussion above, it is quite probable that political contracts grew to be more important in the Malay political life.

2. Islamic Factors

During this period, Islamic factors became more noticeable in the local practice of political contracts. I have already mentioned the use of Arabic-derived words. Here I would like to draw attention to two types of oath. The first is the oath made to the Quran. This type of oath undoubtedly has a very important meaning. As I mentioned in the previous section, this type of oath was made at the enthronement of the sultan and the YDM of Johor-Riau. The 19th century authographical work *Hikayat Abdullah* describes an event between a Siak prince and a Javanese nobleman, in which a Javanese nobleman hesitated to break his oath even when a European threatened him with death (Abdullah bin Abdul Kadir 1953: 110, 112). The second type is the oath made in a mosque. This type was seen at the agreement of truce between Johor-Riau and Siak in 1725/26 (PSNJ: 50; HNJ: 195; SMB: 164-66). Certainly the *Undang-Undang Melaka* (Malacca Law Code) mentions the second type as “the greater oath” (*sumpah diperbesar*) (Liaw 1976: 154-57). However, “the
greater oath” has no relevance to political contracts.\(^{(25)}\) Thus, it is necessary to pay much attention to the agreement of truce in 1725/26. As far as I know, this is the first case that recorded in the Malay court histories. These two types of oath suggest that as time went on Islam filled the more significant role of guarantee.

3. Local Traditions

Nonetheless, some local traditions remained. In the inland area, the pre-Islamic idea was still important even for the Muslim people. An example is the agreement between the rulers of Minangkabau and Johor-Riau in 1725/26 (PSNJ: 48-50).\(^{(26)}\) The agreement says that the Minangkabau people who violate this agreement shall suffer retribution from both besi kawi and Allah. The besi kawi or bisa kawi is a supernatural power in which the Minangkabau people believed. This supernatural power, it was said, punishes those who violate the adat (customary laws) (Wilkinson 1932 part 1: 519). What is notable here is that retribution from Allah does not necessarily ensure the fulfillment of that agreement. In this respect, that agreement makes a striking contrast with the above-mentioned cases of two types of oath.\(^{(27)}\) Such contrast surely resulted from the difference between inland people and the ruling class in the coastal urban port.

Another tradition is oral contracts. As the regulations of the sumpah setia ceremony show, a written document was necessary for political contracts. In spite of that, the performance of the oath did not disappear. On the contrary, the oath of loyalty became popular from the 18th century on. This suggests that performance was more important than documentation when making political contracts. Therefore, L. Y. Andaya’s argument still holds true for Malay society.

V. Conclusion

This paper leads us to the following conclusions.
1. Political contracts grew more important as a means to ensure the loyalty of subjects in Malay political life from the 18th century on. The major reasons for this are the prevailing conflict between the Malay sultanates and the introduction of the oath of loyalty by the Bugis who were involved in the conflict. Moreover, ideas from West Asia about contracts also influenced the Malay ruling class to some extent.
2. From the 18th century on, the oath was made to the Quran and in the mosque. Such
types of oath show that as times went on Islam filled a more significant role as witness and guarantee.

3. The local tradition of oral contracts was continued. As L. Y. Andaya points out, performance was much more important than a written document at the time of making political contracts. In inland areas, a pre-Islamic supernatural power had been believed to fill a role of guarantee for political contracts. On the other hand, it seemed that marriage alliances were used as a means to ensure oral contracts.

In the 18th century, political contracts played a much more important role in the Malay political life. The growing influences of the other region and ethnic group injected new styles into the political contracts in this region. On the other hand, the local tradition of oral contracts, which had close connection with religious belief, continued. We may safely say that the local people tried to renew it by adopting foreign factors.

Notes
(2) Both janji (promise, agreement, contract) and perjanjian (agreement, contract) are the Malay words (Wilkinson, R. 1932 part 1:446-47; Kamus Dewan 1997: 518). These words are also used in commercial transactions. On the other hand, waadat (covenant, contract) is an Arabic-derived word (Wilkinson, R. 1932 part 2: 641; Beg 1983: 139).
(3) The Sm uses the Arabic-derived word zalim (unjust) (Sm: 20).
(4) Bukhari al-Jauhari composed the Taj us-Salatin in Aceh, a sultanate in north Sumatra, in 1603. Based on quotations from not less than nine Persian texts, this work discusses the ideal ruler in the Islamic state. Its most important part is that adil (just, fair) is the most important duty for the Islamic ruler. This is probably the first work among the classical Malay works that discusses Islamic rulers. The Taj us-Salatin was not only popular but also influential in Malay society and Java (Hooykaas 1947: 167-73; Taufik Abdullah 1993: 40-47).
(6) As mentioned in note (4), the Taj us-Salatin emphasizes the significance of adil. Both the Taj us-Salatin and the Sejarah Melayu say that an adil ruler always takes good care of his subjects so they do not fall victim to injustice from others (TAJ: 80, 90; Smr: 149-50).
(7) The following table shows the number of pages of each part of the Sejarah Melayu.

<table>
<thead>
<tr>
<th></th>
<th>First Part</th>
<th>Second Part</th>
<th>Third Part</th>
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<td>98</td>
<td>112</td>
<td>102</td>
<td>312</td>
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</tbody>
</table>
(8) Takdir is frequently mentioned in Malay court histories written during and after the 18th century (PSNJ: 43, 46, 53, 55; HNJ: 192, 193, 194, 213; MM: 18, 27, 45; HP: 8, 20, 57). Those works also use the following expressions: kudarat Allah (Allah’s power), iradat Allah (Allah’s wish), kurnia Allah (Allah’s favor) and tolong Allah (Allah’s help) (PSNJ: 44, 47, 48, 62; HNJ: 207; MM: 52, 58-59, 60, 98; HP: 22, 51, 53, 57, 58). Use of these expressions probably reflects the growing influence of Islam in the Malay-Indonesian world from the 17th century on.

(9) The Johor sultanate was declining after a tyrannical ruler, Sultan Mahmud, reached his majority in 1695. A Johor nobleman killed him in 1699. This regicide incident ended the direct descendant line of the Melaka rulers who were believed to trace back to Raja Iskandar D’zulkarnain and inflicted a serious blow to Johor. For the decline of Johor and the regicide of Sultan Mahmud, see L.Y. Andaya, 1975a: 181-278 and Nishio 1990.

(10) In the Malay sultanes, the title of Yang Dipertuan Muda (or Raja Muda) was given to the heir to the throne (Gullick 1958: 61).


(12) There seemed to be two types of Perjanjian Sumpah Setia. The Perjanjian Sumpah Setia made in 1721 was called Adat Marhum Mangkat di Sungai Baru (the Custom of the late Daeng Marewa). Another type of Perjanjian Sumpah Setia was made in 1728 between Sulatan Sulaiman and the second YDM, Daeng Cellak. This Perjanjian Sumpah Setia, which was called Adat Marhum Mangkat di Kota (the Custom of the Daeng Cellak) allowed the Malay royal families to have jurisdiction over the Orang Laut (maritime people in the Malacca Straits area) and dependencies. The latter was applied from 1728 to 1756 and after 1804 (TUAF: 304, 322, 468; HNJ: 217). As for the Perjanjian Sumpah Setia, see Netscher 1854: 187-89, 213.

(13) The Aturan Istriadat Raja Bersetia can be seen in the Malay manuscript “Bil. Mss. 48” which is reserved in the Library of the Dewan Bahasa dan Pustaka in Malaysia. This manuscript was published by A. Samad Ahmad (A. Samad Ahmad 1985). On the other hand, the Aturan Istriadat Berikrar Seattia is carried in the book published by Syed Alwi Sheikh al-Hadi (Syed Alwi Sheikh al-Hadi 1986). The contents of these two regulations are almost the same.

(14) This is the manuscript A of the “Undang-Undang Lima Fasal dari Riau” (Laws of Five Chapters in Riau) which is discussed by Abu Hassan Sham (Abu Hassan Sham 1981: 63-92). The similar Malay royal customs can be seen in the manuscript mentioned in note (13) (A. Samad Ahmad 1985: 26-38).

(15) In southeast Sumatra, too, the oath was usually made before many people. As for the cases in 1698 and 1708, see B.Y. Andaya, 1993: 137, 142.

(16) At this time, Daeng Cellak (brother of the first Bugis YDM) was married to Tengku Mandak, Daeng Menampok was married to Tun Tipah, Daeng Massuro was married to Tun Keck, and Daeng Mangngatuk was married to Tun Inah (TUHFAT: 216-17).

(17) According to SMr, of nine sultans of Melaka at least five were sons of daughters of the Bendahara family.

(18) The concept of “the Malay world” is based on cultural similarities such as the Malay language, Malay customs, and Islam. For a discussion of “the Malay world”, see, in particular, Milner 1982: 1-13 and Reid 2001: 295-313.
(19) For this regicide incident, see note (9).
(20) The following table shows the frequency of the words concerning political contracts in the Malay court histories.

<table>
<thead>
<tr>
<th></th>
<th>janj</th>
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<th>sumpah setia</th>
<th>aruk</th>
<th>ikrar</th>
<th>nazan</th>
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<td>6</td>
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<td>1</td>
<td>1</td>
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<td>0</td>
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<td>1</td>
<td>0</td>
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</tr>
</tbody>
</table>

Sources: (HS:123, 124, 127, 133, 141, 145, 158, 183, 193, 200, 202), (HP:16, 29, 30, 32, 33, 36, 40, 55, 59, 73, 77-8), (MMAP27, 47-8, 55, 60-1, 88).
Both *ikrar* (promise, contract, oath) and *nazan* (vow) are Arabic-derived words (Wilkinson 1992 part 1: 420; ibid. part2: 167).

(21) See the table in note (20).
(22) See note (2) and (20).
(23) In Malay society, *warkah ikrar* means “the oath of ruler at the enthronement” (Beg 1983: 167).
(24) At this time, Raja Kecil of Siak swore his oath in the mosque in Riau. According to the SMB, he swore his oath to the Quran on the minbar (pulpit) in the mosque (SMB: 165-66).
(25) The *Undang-Undang Melaka* states that “the greater oath” is taken in cases such as claiming blood money, marriage, divorce, reconciliation with one’s wife, manumission of slaves, matters concerning property and things in quantity. It goes on saying that “the greater oath” is taken on the minbar in the mosque in the presence of the congregation in accordance with the wishes of the people who has demanded (Liaw 1976: 155, 157).
(26) This agreement is mentioned as *sumpah setia*. It states that all the Minangkabau who live in the territory of Johor-Riau shall be under the control of Johor-Riau (PSN: 50)
(27) In the agreement of true in 1725/26, Raja Kecil took his oath that he should suffer from *besi kawit*, if he violated the agreement (SMB: 166). Yet, we should note that he is a Minangkabau ruler of Siak.

**Abbreviations**

BKI: Bijdragen tot de Taal-, Land- en Volkenkunde van het Nederlandsch-Indië
DBP: Dewan Bahasa dan Pustaka
JMBRAS: Journal of the Malayan/Malaysian Branch of the Royal Asiatic Society
JSEAS: Journal of Southeast Asian Studies
MBRAS: The Malaysian Branch of the Royal Asiatic Society
OUP: Oxford University Press
TBG: Tijdschrift voor Indische Taal-, Land- en Volkenkunde van het Bataviaasch Genootschap van
Kusten en Wetenschappen
Lumpur: DBP.
YDM: Yang Dipertuan Muda

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