The agreements with Sultan Hussein and the Temenggong

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The landing and the preliminary agreement

Raffles' expedition landed on St John's Island on 28 January 1819 and arrived at the Singapore River the next day.[1] At the river mouth, Raffles found a Malay settlement headed by the Temenggong Abdul Rahman, with about 150 inhabitants, most of them Malays and around 30 Chinese.[2] On 30 January 1819, Raffles and the Temenggong signed a preliminary agreement.[3]

The Temenggong was willing to deal with the British, but he lacked the authority to cede rights over the island on his own. Under the constitution of the Johor-Riau sultanate, such a grant required the sultan. The recognised sultan, Abdul Rahman, resided in Riau under Bugis and Dutch influence and would not sign a treaty with the British. Raffles needed a sultan of his own.

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Recognising a sultan

He found one in Tengku Hussein, the elder son of the late sultan, who had been passed over in the succession dispute after 1812 and was living in the Riau islands. Hussein was brought to Singapore and installed as Sultan of Johor, with British recognition.[4] The legal basis of the recognition was contested from the start. The Dutch regarded Abdul Rahman as the lawful sultan and Hussein as a British puppet. The British argued that Hussein, as the elder son, had a better claim and that the succession had been decided under Bugis and Dutch pressure.

For the lawyer, the episode is an early example of a problem that recurs in international business: the question of who has authority to bind a sovereign or a company. Because a contract signed by a person without authority is worthless, the counterparty's due diligence must extend to the constitutional position of the signatory. Raffles resolved the problem by recognising a signatory with an arguable claim. After the Dutch rejected this solution, a treaty between the European powers settled the resulting dispute five years later.

The treaty of 6 February 1819

The treaty of 6 February 1819 was concluded between the East India Company, represented by Raffles, and Sultan Hussein and the Temenggong Abdul Rahman. It was drafted in English and Malay, side by side.[5] Its central provision authorised the Company to maintain a factory or factories – that is, trading posts – on any part of the sultan's hereditary dominions.[6] In return, Sultan Hussein received an annual payment of 5,000 Spanish dollars and the Temenggong an annual payment of 3,000 Spanish dollars.[7]

The treaty also contained provisions on protection and exclusivity. The sultan undertook to protect the Company against external enemies, while the Company promised assistance against external attacks without committing itself in internal disputes. Both rulers agreed not to enter into treaties with any other nation or to admit the settlement of any other European or American power.[8] The date of 6 February 1819 is recognised as the official founding of modern Singapore.[9]

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The legal nature of the arrangement deserves emphasis. The treaty of 1819 transferred neither sovereignty nor ownership of the island. It granted the Company a right to establish a trading post, with the land around it, under the continuing authority of the Malay rulers. The Temenggong retained jurisdiction over the Malay population and a share of certain revenues. The settlement was, in its origins, a concession within a Malay state. Its transformation into a British possession took two further agreements, in 1823 and 1824, which the next chapter examines.

Dutch protest and British hesitation

The Dutch protested immediately. Arguing that the sultan lacked authority to grant rights over the territory without Dutch consent, they demanded the withdrawal of the British.[10] In Penang, the Governor, who regarded the new settlement as a rival, supported neither Raffles nor Farquhar. In Calcutta and London the Company's directors and the British government weighed the value of the settlement against the risk of a quarrel with the Netherlands.[11]

Recent research in the Dutch archives shows that the Dutch position shifted during a pause in the negotiations between 1820 and 1823. The Dutch negotiator, Anton Reinhard Falck, came to see Singapore as a bargaining chip with which to obtain other concessions from the British, and concluded that relinquishing Singapore would not be a genuine loss for the Dutch empire.[12] The Anglo-Dutch Treaty of 1824, examined in the next chapter, transferred Singapore to the British sphere and sanctioned the partition of the Johor-Riau world.[13]

While the diplomats negotiated, the settlement grew. By the time the European powers settled the question, Singapore had become a commercial fact that neither side could easily undo. Raffles understood this dynamic. In a letter of 10 June 1819, he described the purpose of the settlement in words that became its motto: "Our object is not territory but trade, a great commercial emporium, and a fulcrum whence we may extend our influence politically, as circumstances may hereafter require."[14]

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From factory to sovereignty

The treaty of 1819 left the legal position of the settlement uncertain. The Company held a trading post, while the Malay rulers retained jurisdiction and claims to revenue. The land outside the Company's area remained under their authority. This arrangement was unsuitable for a growing town whose merchants needed secure title to land and a single legal order.

On 7 June 1823, Raffles concluded a new agreement with the sultan and the Temenggong. In exchange for lifelong monthly payments of 1,500 and 800 Spanish dollars respectively, they surrendered their judicial powers and their rights to the land, which brought the island under British law.[15] The Treaty of Friendship and Alliance of 2 August 1824, concluded by John Crawfurd, completed the process by ceding the island fully to the East India Company.[16] The legal consequences of these agreements for property, courts and law are the subject of the next chapter.

Notes

1. Wikipedia, "Founding years of modern Singapore" (accessed September 2026): the expedition arrived in Singapore on 29 January 1819, having landed on St John's Island the previous day. ↩
2. Wikipedia, "Founding years of modern Singapore" (accessed September 2026): the settlement comprised about "150 people governed by the Temenggong, most of them Malays, with around 30 Chinese". ↩
3. Wikipedia, "1819 Singapore Treaty" (accessed September 2026): a provisional treaty was signed on 30 January 1819. ↩
4. Hussein was brought to Singapore from the Riau islands, where he lived in reduced circumstances, and was proclaimed sultan shortly before the signing of the treaty; see Wikipedia, "Hussein Shah of Johor", and Carl A. Trocki, *Prince of Pirates*, Singapore, NUS Press, 2nd edition 2007, chapter 3. ↩

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5. Wikipedia, "1819 Singapore Treaty" (accessed September 2026): parties and signatories; the treaty was drafted in both English and Malay, presented side by side. ↩
6. Wikipedia, "1819 Singapore Treaty" (accessed September 2026): the Company was authorised to "maintain a factory or factories on any part of His Highness's hereditary Dominions". ↩
7. Wikipedia, "Founding years of modern Singapore" (accessed September 2026): the sultan received "a yearly sum of 5,000 Spanish dollars, with the Temenggong receiving a yearly sum of 3,000 Spanish dollars". ↩
8. Wikipedia, "1819 Singapore Treaty" (accessed September 2026), on the mutual obligations and the undertaking not to "enter into any treaty with any other nation … nor admit … the settlement … of any other power European or American". ↩
9. Wikipedia, "Founding years of modern Singapore" (accessed September 2026): the date "is recognised as the official founding of modern Singapore". ↩
10. Wikipedia, "1819 Singapore Treaty" (accessed September 2026): the Netherlands contested the agreement, arguing that the sultan lacked authority to cede territory without Dutch consent. ↩
11. On the opposition of the Penang government under Governor Bannerman to the new settlement and the hesitations in Calcutta and London, see Wurtzburg, *Raffles of the Eastern Isles*, and Nicholas Tarling, *Anglo-Dutch Rivalry in the Malay World 1780–1824*, Cambridge, Cambridge University Press, 1962. ↩
12. Peter Borschberg, "Dutch Objections to British Singapore, 1819–1824: Law, Politics, Commerce and a Diplomatic Misstep", *Journal of Southeast Asian Studies*, vol. 50, issue 4, December 2019 (abstract). ↩
13. Peter Borschberg, "Dutch Objections to British Singapore, 1819–1824", *Journal of Southeast Asian Studies*, vol. 50, issue 4, December 2019 (abstract: transfer of Singapore to British control through Article 12 of the treaty of 1824). ↩

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14. Raffles to Colonel Addenbrooke, 10 June 1819, quoted in "Letters and Correspondences of Raffles", *The History Makers* (samhistmakers), accessed September 2026; the letter is reproduced in Lady Sophia Raffles, *Memoir of the Life and Public Services of Sir Thomas Stamford Raffles*, London, 1830. ↩
15. Wikipedia, "Founding years of modern Singapore" (accessed September 2026): agreement of 7 June 1823; "lifelong monthly payments of $1,500 and $800 respectively" in exchange for surrendering "judicial power and rights to the lands". ↩
16. Wikipedia, "Founding years of modern Singapore" (accessed September 2026): treaty of 2 August 1824 signed by Crawfurd; Singapore "officially fully ceded to the East India Company"; the chiefs received an additional lump sum of 20,000 Spanish dollars. ↩

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