

HARRY PARKES' NEGOTIATIONS IN BANGKOK IN 1856

by

Nicholas Tarling, M.A., Ph. D., F.R.A.S., F.R. Hist. S.

Sir John Bowring had written enthusiastically to his son Edgar about the treaty he was making with Siam in April 1855. "The country will be absolutely revolutionised by the change,—and in a few years I doubt not there will be an enormous trade..." Much, he recognised, was due to his "auxiliaries", his son John and Harry S. Parkes, the Consul at Amoy. "Parkes with his admirable tact,—John with his great commercial aptitude and knowledge..." He had

"decided that Parkes shall take home the treaty. His services have been invaluable. I hope the government will confer upon him some mark of honor. He truly deserves it—And so does John. I never would have accomplished what I have accomplished without auxiliaries so active, intelligent and trustworthy ...I can ill afford to spare him,—but it is so important the government should be thoroughly informed of all that has taken place here..."⁽¹⁾

Parkes was thus sent home to secure the ratification of the treaty and convey his "mass of valuable knowledge" about a country with which so great a trade was to develop. "Moreover I discovered that there was a strong feeling that the Letters and Presents of the two Kings to Her Majesty the Queen, ought properly to be conveyed by the highest functionary at my disposal, and my appointment of Mr. Parkes has been a particular gratification to them..."⁽²⁾

Parkes reached London, after an exceptionally rapid journey, on July 1st.⁽³⁾ During his stay in Britain, he busied himself with a

(1) Bowring to Edgar Bowring, 13th. April 1855. *English MSS. 1228/125*, John Rylands Library, Manchester. For the negotiation of the treaty, see Nicholas Tarling, "The Mission of Sir John Bowring to Siam", *The Journal of the Siam Society*, L, Pt. 2 (December 1962), pp. 91-118. For the text of the treaty, see John Bowring, *The Kingdom and People of Siam; With a Narrative of the Mission to that Country in 1855* (London, 1857), ii, pp. 214-226; *F.O. 97/368*, Public Record Office, London; *Board's Collections 171870*, p. 15, India Office Library, London.

(2) Bowring to Clarendon, 25th. April 1855, no. 140. *F.O. 17/229*.

(3) S. Lane-Poole, *The Life of Sir Harry Parkes* (London and New York, 1894), i, p. 195.

number of activities. With the help of experts, he drew up a map of Lower Siam based on rough surveys by resident American missionaries.⁽⁴⁾ He also presented a paper to the Royal Geographical Society,⁽⁵⁾ and travelled in the Highlands with Sir Roderick Murchison.⁽⁶⁾ Back in the south, Parkes, after recruiting at Malvern, moved to London, and met Fanny Plumer at the house of some of the Alcocks' friends. Six weeks later he married her on New Year's Day. Nine days after this they left for the Far East.⁽⁷⁾

Meanwhile Parkes had almost throughout his stay in Britain been working on Foreign Office business, in the course of which he added to the impression he had made on Edmund Hammond, the Permanent Under-Secretary, and improved his acquaintance with the Foreign Secretary, Lord Clarendon.⁽⁸⁾ Some of the work related to the Siam treaty and to the proposed mission to Vietnam. Early in August, for instance, Parkes produced a number of memoranda on the trade of Siam, Vietnam and Cambodia, and called attention to the problem of Chinese piracy in the Gulf of Siam, a matter which had been brought up in the Bangkok discussions.⁽⁹⁾ He also prepared, at the Foreign Office's request, a memorandum on the opium clause in Article 8 of the Bowring treaty. This clause—which allowed of the introduction of opium, prohibited in the Burney treaty of 1826, provided it was sold to the opium farmer—in fact repeated the regulations issued by Mongkut in 1851 and, as Parkes pointed out, the farm provided some compensation to the Chinese farmers for the loss of other monopolies.⁽¹⁰⁾ Lord Shaftesbury and leaders of the anti-opium movement had accused Bowring of betraying his principles in intro-

(4) Parkes to Hammond, 6th. July, 22nd. December 1855. *F.O. 17/236*.

(5) "Geographical Notes on Siam", *Journal of the Royal Geographical Society*, xvi (1856), p. 71ff.

(6) Lane-Poole, *op.cit.*, i, p. 196.

(7) *Ibid.*, i, pp. 197–198.

(8) *Ibid.*, i, p. 195.

(9) Parkes to Hammond, 3rd. August 1855, and enclosures. *F.O. 17/236*. On Chinese piracy, see Tarling, *J.S.S.*, L, Pt. 2, p. 103; and Nicholas Tarling, *Piracy and Politics in the Malay World* (Melbourne, Sydney, Canberra: Singapore, 1963), pp. 214ff.

(10) Memo., enclosed in Parkes to Hammond, 9th. August 1855. *F.O. 17/236*

ducing the clause.⁽¹¹⁾ Even after Parkes' explanation, Clarendon could not see why the regulation had been made into a clause in the treaty.⁽¹²⁾ Parkes also had to deal with the criticisms of the treaty offered by one of the Government's law officers. The discussion illustrates the developing system of extraterritoriality and the use of China and Turkey as bases of reference.

The Queen's Advocate had been asked to comment on the treaty, although, as he said, he was ignorant of "the political, legal and commercial system in Siam..." Firstly, he thought article 2 vague, in providing that the new consul was to enforce British subjects' observance of all the provisions of this treaty, and of "such of the former treaty negotiated by Captain Burney in 1826 as shall still remain in operation": it omitted to set forth what did remain in operation. Article 2 also covered the rather different subject of consular jurisdiction, providing that "any disputes arising between British and Siamese Subjects shall be heard and determined by the consul, *in conjunction with* the proper Siamese officers". This, the Queen's Advocate thought, was

"so vague as to be scarcely intelligible. I presume the intention of the article is to provide for the Erection of a Tribunal of which the Consul shall always be a Member, having *exclusive* civil Jurisdiction in all cases in which a British Subject may be either Plaintiff or Defendant, but if so this is not very distinctly expressed. I would further suggest that the number

-
- (11) G.F. Bartle. "Sir John Bowring and the Chinese and Siamese Commercial Treaties", *Bulletin of the John Rylands Library*, xlii (March 1962), p. 306. Mr. Bartle notes that opium was a delicate question with Sir John, not only because of his principles, but because of his personal obligations to the great firm of Jardine Matheson, of which the younger John was a partner. Bowring wrote to the Foreign Office: "If it be the opinion of any one that the severest regulations will prevent a supply of opium from some source or other, where there is an active demand for the drug, I can only say that such an opinion is not warranted by my observation and experience. I avoided however discussions on the subject in Siam." Bowring to Clarendon, 27th. September 1855, no. 311. *F.O. 17/233*. See also Bowring to Fredk. Bowring 4th. October 1855. *English MSS. 1229/205*.
- (12) Note by Clarendon, 9th. August 1855. *F.O. 17/236*. The clause had been suggested by the Siamese Commissioners. See, under the date April 12th., the journal of the mission, Enclosure No. 15 in Bowring to Clarendon, 28th. April 1855, no. 144, *F.O. 17/229*.

and description of persons who are to constitute the Tribunal in question should be defined, and some provision made for preventing a majority of Siamese officers always overruling the decision of the Consul, and deciding adversely to British litigents. I presume that it is also intended to exempt British Subjects from the Siamese Criminal Jurisdiction *in all cases without Exception*, so as to place them in the same peculiar position in Siam as that which they actually occupy in Turkey; but if so, there are no words securing them any such complete exemption in all cases without exception."

The Queen's Advocate also questioned a clause in article 5, stipulating that British subjects should not leave Siam, "if the Siamese authorities show to the British Consul that legitimate objections exist to their quitting the country." How was the legitimacy of the objections to be determined? "Debt, the existence of a Criminal charge, the pendency of a Civil Suit, intention to evade legal process, and various other objections will all be relied upon as legitimate objections." Difficulties could arise if the Consul were to exercise a discretionary power to detain British subjects against whose departure the Siamese Government offered objections he deemed legitimate, or if he could allow them to leave despite such objections. The article should be "more precise" in its terms.

The Queen's Advocate also suggested there were important omissions. Firstly, there were "no provisions for the protection of British subjects, their dwellings, offices, warehouses, and ships from arbitrary search, or arrest without any judicial proceedings or formal authorisation." Secondly, "the question of the liability of British Subjects and their Property in Siam (whether real or personal) to the Civil Jurisdiction and process of Siam appears to be left undetermined." Thirdly, "no provision appears to be made for securing to British Subjects the right of disposing freely of all real Estate which they may acquire under Article 4; or the right of succession, or administration to real or personal Property in Siam including the collection and securing of debts due to the Estate of a deceased person either by the Consul or otherwise." Fourthly, there was "no sufficient provision for protecting British Subjects against any indefinite amount of taxation or public burden of whatsoever kind." Fifthly, there were "no provisions for Cases of wreck, or for securing to British

Subjects a sufficient period for winding up their affairs, and for departure in case of a rupture with Siam (13)

In turn Parkes was invited to comment on the Advocate's report. (14) He argued that Bowring had "secured as complete and advantageous conditions as the opportunity afforded. A single fortnight — being the interval between the spring-tide which floated H.M.S. 'Rattler' up to Bangkok and the succeeding one which enabled her to quit the river — was the whole of the time which His Excellency could command both for state ceremonies and negotiations." (15) Half of this time elapsed before the Siamese really got down to business, (16)

"and a few days only remained when they met Sir John Bowring's propositions with numerous conditions of their own (17), few of which were found admissible in respect either to form or subject, and on others relating to details it appeared unwise to treat while our local information and experience were so very limited. Care was however required that the Siamese Plenipotentiaries should not be led by the too summary rejection of their proposals to offer similar opposition to those of Sir John Bowring, but they were eventually satisfied with the adoption of a few only, and those in a modified shape, by His Excellency's representations that the consideration of details, and of other subjects put forward by them which had no immediate connection with the scheme of a Commercial Treaty, would be much more conveniently reserved for a future occasion.

"These circumstances added to the slowness of the Siamese Plenipotentiaries to concur in, or apparently to understand many of the new measures submitted to them, and the difficulty of intercommunication in a language wholly unknown to every member of the Mission, convinced Sir John Bowring of the necessity of confining his negotiations to the simplest and most essential points."

(13) Harding to Clarendon, 12th. September 1855. *F.O. 83/2249.*,

(14) Parkes to Hammond, 8th. October 1855. *F.O. 17/236.*

(15) The presence of the *Rattler* at Bangkok was important to the negotiations, Bowring realised. Delay beyond a fortnight would mean, however, delay of a month: a tide was needed to take the steam sloop over the bar. G.F. Bartle, *Bulletin of the John Rylands Library*, xlii, p. 305.

(16) The *Rattler* crossed the bar on April 2nd. The Plenipotentiary first met the Siamese Commissioners on April 9th. But a number of points had been discussed in the interim. Tarling, *J.S.S.*, L, Pt. 2, pp. 96, 103.

(17) This was on the evening of the 11th. *Ibid.*, p. 106.

His proposals thus concerned the appointment of a consul and his jurisdiction, freedom to possess houses and land, unrestricted exercise of the Christian religion, abolition of measurement dues and establishment of a tariff, abolition of certain monopolies and of inland taxation, access to the interior, most-favoured-nation treatment, interpretation of the treaty by the English version, the right of revision in ten years. The treaty secured all these points, "and if imperfections are observable in the working of some of its provisions, or if other desirable stipulations have necessarily been omitted, it will be seen that an opportunity has been provided for remedying these deficiencies, which are attributable . . . to the obstacles above set forth . . ."

The Advocate objected to the vague stipulation over previous treaties. The Burney treaty and agreement, Parkes explained, had long been held to contain stipulations disadvantageous to British commercial interests. Bowring did not, however, feel authorised to cover the political questions which the Burney treaty also dealt with: he could not, therefore, propose the abrogation of the entire treaty; "and to avoid an inconvenient subject of discussion, His Excellency considered it advisable to omit the enumeration of the several articles or passages annulled or affected by the present Treaty, the general rule being understood by the Siamese that all conditions of the old Treaty that are opposed to those of the new, are cancelled by the latter . . ." The Siamese proposals about the Malay tributary states, one of the issues in the Burney treaty, about a redefinition of the Menam Kra boundary with the British provinces in Tenasserim, and about restricting British Burmese subjects travelling in Siam to the area west of the Menam lest they were attacked by ignorant Laos and Cambodian tribes, all these proposals were referred to the Governor-General of India.⁽¹⁸⁾ This reference might lead to new negotiations, Parkes suggested, in which, if thought desirable, a more specific abrogation might be secured of parts of the Burney treaty, care being taken to preserve in some way the stipulations over assistance in case of wreck and over the administration of property contained in article 8.

Parkes defended the clauses over consular jurisdiction, maintaining that they secured all the Queen's Advocate required. They

(18) *Ibid.*, pp. 102-3, 106-8, 111-2.

were, he said, "framed with the design of placing British subjects under the exclusive jurisdiction of the Consul in all cases civil and criminal in which British subjects are Plaintiffs and Defendants, and also in all cases civil and criminal in which natives of Siam are Plaintiffs and British subject Defendants; precisely the same effect being aimed at as that of the corresponding stipulations of the Chinese treaties, with the conditions of which the Siamese are perfectly familiar . . ." This was covered, it was thought, by the leading stipulation of the article, that "the interests of all British subjects coming to Siam shall be placed under the regulation and control of the Consul", and that the consul should henceforward "give effect to all rules and regulations that are now or may be hereafter enacted for the Government of British subjects in Siam, the conduct of their trade, and for the prevention of violations of the laws of Siam." Bowring felt, however, that it was desirable

"to promote . . . a cordial cooperation between British and Siamese Authorities in all cases in which both British and Siamese interests might be involved, and that the investigation of complaints, whether preferred by Siamese against British Subjects, in the Consular Courts, or by British subjects against Siamese, through the medium of the Consul, in the Native Courts, should as far as possible be conducted by British and Siamese officers acting conjointly with or mutually assisting each other, but without either of these functionaries relinquishing the right of decision which they would severally retain in their respective courts. The principal object in view is to give the Consul *a right of access* to the native Courts, and the means of watching, and, to a certain extent, taking part in the proceedings in cases where British subjects are Plaintiffs and Siamese Defendants. Owing to the irregular practices of native Courts some check of this nature becomes indispensable to ensure due consideration or an impartial hearing by the native judges of the claims or charges of a British subject; and whenever the Consul may be called on to hear and determine the complaint of a Siamese against a British subject, the presence of a Siamese officer would not only facilitate the investigation, but would otherwise be desirable as affording the Siamese Government the most open means of satisfying themselves on the impartiality of our proceedings."

The Queen's Advocate had also objected to a clause in article 5 dealing with the departure of British subjects from Siam. This, however, was something the Siamese negotiators had especially urged. "Feeling that they had surrendered all control on British subjects and being inclined probably to estimate the good faith of foreign officials by their own imperfect standard, they sought . . . in this stipulation an additional guarantee that British offenders or defaulters should not have it in their power, by suddenly fleeing the country, to escape the pursuit of justice." The "legitimacy" of Siamese objections would presumably be ascertained by suit or prosecution in the consular court, and the presence of Siamese authorities at the hearing would demonstrate the equitable character of the consul's decisions.

As for the first two omissions the Queen's Advocate noticed, Parkes thought his remarks had already shown "that no arbitrary interference of this nature or liability to Siamese Jurisdiction is contemplated or allowable on the part of the Siamese". If, however, the exclusive jurisdiction of the consul over British subjects needed to "be more explicitly set forth", Parkes suggested "that the Siamese Authorities be induced to subscribe to certain Judicial rules or other Agreement which would place this point beyond question."

The omission of a provision securing British subjects the free disposal of real estate was partly remedied by article 7 in Burney's treaty which provided that "whenever a Siamese or English merchant or subject who has nothing to detain him requests permission to leave the country, and embark with his property on board any vessel he shall be allowed to do so with facility". The clause might at least provide the basis for negotiating something more explicit. Another article of the Burney treaty, the eighth, covered other omissions mentioned by the Queen's Advocate, namely the right of succession and the case of wreck, except that it did not explicitly deal with the recovery of debts due to the estate of a deceased person. But by article 6 of the Burney treaty the Siamese were bound to endeavour to recover the debt of a living creditor, and they were pledged by article 8 to restore property to the heir. "It may be hoped therefore that the Siamese Authorities will not refuse to agree to any amplification or amendments in these provisions of Captain Burney's Treaty,

that in the opinion of the Queen's Advocate will render them better adapted to present requirements."

The fourth omission had indeed been made: but, on the other hand, "no right of levying public burdens on British subjects has been conceded to the Siamese, and I presume that in Siam as in China the Government will look to receive no other impost from foreigners than the authorised customs on their trade, and the ordinary ground tax on the lands of which they may acquire possession.

As for the final objection, it was doubtful if the Siamese would observe a stipulation about the departure of British subjects in case of a rupture; "there also exists the risk, — which would be common to all oriental nations wholly unacquainted with the conventionalities of European international law, — that a clause of this nature would be misconstrued, or at least regarded by the Siamese with suspicion as betokening a likelihood of quarrel", hardly compatible with the perpetual peace and friendship envisaged in article 1 of the Bowring treaty.

Bowring, Parkes concluded, knew that "many arrangements are still needed to give effective operation to the entirely new system contemplated by the present Treaty". Hence the insertion in article 9 of the provision that the Siamese authorities and the consul "shall be enabled to introduce any further regulations which may be found necessary in order to give effect to the objects of this treaty". The way was thus open for the introduction of amendments in this way, as well as by further negotiations.

Parkes' comments were sent to the Queen's Advocate, who also discussed the treaty with him. The Queen's Advocate thought that an explicit definition was required of the Burney articles that were still operative. The language of the clauses on consular jurisdiction also needed to be more explicit. Parkes' explanation of the fifth article, however, seemed satisfactory, "and no addition or alterations need be made therein". As for the omissions, much depended on the retention or otherwise of the Burney articles, and on the views of "persons acquainted with the ideas and habits, and the system of law and of local administration existing in Siam". Parkes' reasons for omitting a provision over "rupture" appeared adequate,

however. The doubtful points might be settled by additional regulations under article 9. It would be for Clarendon "to consider whether, before the Ratifications are exchanged, some definite agreement or understanding should be come to by the Contracting parties as to the contents of such (future) Regulations upon the subject of Jurisdiction" and as to the Burney treaty. Clarendon again asked for Parkes' opinion.⁽¹⁹⁾

Parkes thought that "any proposal to alter the text of the new Treaty would probably be met with strong objections on the part of the King and the Siamese Ministers"; but "some or all of the extra conditions or explanations" might be secured in additional articles "if it can be shewn to them that these additions involve no revocation of the original provisions of the Treaty, but are in unison with its spirit and intent". Precedents might be found in the supplement to the Burney treaty and in the treaty supplemental to the treaty of Nanking.⁽²⁰⁾ The Siamese could also be referred to article 9 of the Bowring treaty, and to their own proposals for replacing political clauses in the Burney treaty as submitted to the Governor-General. Indeed, probably the best way of dealing with the Advocate's first objection was to annul the Burney treaty, recovering from it such articles as still appeared useful. As for the second major objection, the want of distinctness in defining consular jurisdiction, it was at least as distinct as the provisions in the China treaties. In the Chinese case, furthermore, the definition was included in the supplementary trade regulations, "and the Siamese Government being inclined to be guided by the precedents which these Treaties furnish, might see in this circumstance a sufficient reason for giving admission to an additional article or regulation in which the exclusive authority of the Consul could be more fully set forth".

Thus the additional stipulations could cover: the entire abrogation of the Burney treaty and agreement, or of the agreement and the first ten articles, in the former case relations with the Malay

(19) Harding to Clarendon, 12th. November 1855, and note thereon. *F.O.* 83/2249. Wodehouse to Parkes, 14th. November 1855. *F.O.* 17/236.

(20) See W.C. Costin, *Great Britain and China 1833-1860* (Oxford, 1937), pp. 105ff.

states being covered by a new article; "a clearer definition of the exclusive Jurisdiction of the Consul over British subjects in all matters civil and criminal, and the complete exemption of their persons, premises and property from Siamese process, or interference of any nature"; the right of freely disposing of all real estate acquired under article 4; and the right of succession to property, including the recovery of debts due to the estate of a deceased person. Fifthly, "with the exception of the taxation leviable on lands, the amount of which should be defined", British subjects should be "entirely freed from public burdens... And saving the land tax aforesaid and the Import Duties... , no Custom House or other Siamese officer to be allowed to demand the payment of fees or charges of any kind". If the Burney treaty is cancelled, the provision over wreck might be transferred to new agreement. A provision that debtors should be liable to their respective national laws might be included when article 6 of the Burney treaty was transferred: Siamese laws were said to be severe. Another article should provide for "Protection in Cases of Piracy, and for the recovery of the persons and property of British subjects captured by pirates. Piracy is very prevalent in the Gulf of Siam, and the Siamese Authorities would be glad to find the British Government disposed to cooperate with them for its suppression."⁽²¹⁾

Clarendon was not prepared, even in order to secure the improvements in additional articles, "to raise doubts, which would probably be the case, in the minds of the Siamese as to the good faith of H.M.'s Govt., nor indefinitely to postpone the ratification of the Treaty..." In any case full powers would be required for signing additional articles, and these were held by Bowring. But when Parkes went to Bangkok with the British ratification, he might fully explain the Government's objects "in proposing such additional stipulations and... point out that they involve no departure from the Treaty...; and... if you find a disposition on the part of the Siamese to assent to such additional stipulations, Sir John Bowring might at some future time go to Siam to settle the matter..."⁽²²⁾ Parkes thought this course the one best calculated to give the Siamese con-

(21) Parkes to Wodehouse, 20th. November 1855. *F.O. 17/236.*

(22) *F.O. to Parkes, 23rd. November 1855. F.O. 17/236.*

fidence in British good faith "and thereby dispose them to eventually agree to the additional provisions which Her Majesty's Advocate-General deems so desirable" It was "not unlikely that our interests in this respect may be in some measure promoted by the movements of the French and United States Governments, who alive to the great advantages of Sir John Bowring's Treaty, have already appointed their respective Commissioners to proceed to Siam to negotiate for similar privileges".⁽²³⁾ At Singapore, where he heard of the moves of Montigny and Townsend Harris, Parkes expressed more doubt on this last point. The Siamese might wish to avoid any further innovation.⁽²⁴⁾

At Singapore Parkes also received some additional instructions from Bowring in Hong Kong. These related to the matters that had been referred to the Governor-General. On two of these, he had been able to come to some decision. Few British Burmese subjects traded beyond the Bangkok river, and if this was meant by the "Menam", no inconvenience could be anticipated from an order restraining them from crossing it. The Kra boundary should be held to, but it could be defined. The third matter, involving the Siamese claims over the Malay states, had been referred to London. Bowring told Parkes he could discuss the first two.⁽²⁵⁾

It had been arranged that Parkes should, *en route* for China, carry the ratification to Bangkok, together with the presents and the letter from Queen Victoria that King Mongkut had been so anxious to receive.⁽²⁶⁾ He was to take the January mail and pick up a steamer of the Royal Navy at Singapore. The February mail would have left only a small margin before the treaty came into effect — fixed by

(23) Parkes to Wodehouse, 7th. December 1855. *F.O. 17/236*. Hence the instructions to Parkes, 2nd. January 1856. *F.O. 17/254*.

(24) Parkes to Clarendon, 1st. March 1856. *F.O. 69/5*.

(25) Bowring to Parkes, 10th. January 1856. *B.C. 190807*. p. 4. Bogle to Beadon, 18th. August 1855; Dalrymple to Bowring, 28th. November 1855, *B.C. 171870*, pp. 33, 49.

(26) Tarling, *J.S.S.*, L. Pt. 2, p. 109. Neither Brooke nor Bowring had carried royal letters to the Siamese kings, though they had full powers.

article 12 for April 6th⁽²⁷⁾ — and Parkes thought that he or someone “should be on the spot to see how the Siamese carry out the new arrangements . . .”⁽²⁸⁾

The voyage was marked by *contretemps*. The route was overland to Marseilles and thence to Alexandria. But the presents for the Kings of Siam, as well as the Parkes couple's baggage, were on a steamer from Southampton, which had not reached Alexandria by the time the Marseilles steamer arrived.⁽²⁹⁾ Next the journey was overland to take another steamer at Suez. Parkes decided not to risk the ratification for the sake of the presents, that is not to miss the Suez steamer by waiting for the one from Southampton. In the event the presents arrived in time and by January 31st all were aboard.⁽³⁰⁾ At Singapore a more serious mishap occurred. H.C. Steamer *Auckland* was to convey Parkes up to Bangkok. A boat carrying the presents out to it sank. Most of the packages were recovered⁽³¹⁾; “but with the exception of three only, the contents were completely saturated and spoiled . . .”⁽³²⁾. But there was some good news, definite news of

- (27) Bowring had originally proposed that the new tariff should date from the signature of the treaty, “but as those important provisions relative to the abolishment of the Firms, Monopolies, etc., could not come into operation before the expiration of the year for which the licences had been renewed only a few days previous to the Plenipotentiary's arrival”, it was deferred for that year. See, under the date April 13th., Enclosure No. 15 in Bowring to Clarendon, 28th. April 1855, no. 144. *F.O. 17/229*.
- (28) Parkes to Hammond, 27th. October 1855; Hammond to Wodehouse, 31st. October 1855. *F.O. 17/236*.
- (29) Parkes to Hammond, 22nd. January 1856. *F.O. 69/5*.
- (30) Parkes to Hammond, 31st. January 1856. *F.O. 69/5*.
- (31) Later there was some question of the remuneration to those who tried to recover them. The amount paid was 500 dollars, “and when it is seen that this sum includes fifty one Dollars for the hire of boats and forty nine Dollars paid to the English Engineers leaving therefore only four hundred Dollars to be divided among 109 natives at an average of fifteen shillings per head, this does not appear an exorbitant rate of remuneration for a night's exposure to a storm, and three days' subsequent labor . . .” Parkes to Bowring, 5th. July 1856. *F.O. 17/248*.
- (32) Lane-Poole, *op.cit.*, i, p. 299. Some of the damaged articles, according to Mongkut, included “Digby Wyatts industrial Arts two volumes highly illuminated”, “a collection of coloured diagrams illustrative of Physiology, Machinery, Natural History, etc.”, “a complete set of charts of the Indian and China Seas”, some “philosophical apparatus”, a polar clock and an arithmometer. A model steamer, a model locomotive, an air pump, a “solar gun”, were all safely received, as also, apparently, an inkstand, two globes, some coloured engravings of Victoria's coronation, a revolver, an eye-glass, and a camera. Mongkut did not blame Parkes: “such the unforeseen accident is in difficulty of human power to promptly prevent . . .” Mongkut's receipt, 7th. May 1856. *F.O. 69/5*.

the end of the Crimean War.⁽³³⁾

While he was in England, Parkes had learned of some changes in the political situation in Bangkok since the signature of the treaty. Late in May the Somdet Ong Yai had died, a senior member of the great noble family of which the Kralahom was the most ambitious member. The Kralahom, wrote Parkes,

“seeks for unbounded sway over the Senior King. To the execution of this design he has an opponent in the second king, who wishes to maintain the independence of his brother, but has a difficult part to perform in consequence of the Kralahom having worked with some success upon the jealous feelings of the first king, and caused him to become envious both of the ability of the second king, and the precautions he has taken to secure his own safety and position by organising an efficient military force.”

The late Somdet did not concur and so the Kralahom's high aims were held in check during his lifetime. His death put the First King in a more precarious position. The conflict was urged on by the personal enmity of Knox, the Second King's agent, and Joseph, an American in the Kralahom's service, principal interpreter in the Bowring negotiations.⁽³⁴⁾ Bowring had expressed a very high opinion of the Kralahom.⁽³⁵⁾ He had also suggested that Parkes' estimate of him did “not quite agree with mine . . .” — Perhaps, indeed, the Kralahom aimed at the throne.⁽³⁶⁾ Parkes and Bowring were thus agreed as to the Kralahom's ambition. Possibly they differed as to the advisability of his complete success.⁽³⁷⁾ The situation in Bangkok had changed

(33) Parkes to Hammond, 5th. March 1856. *F.O.* 69/5.

(34) Memorandum on Siamese politics, 10th. September 1855. *F.O.* 17/236. Parkes thought Joseph was “a native of Calcutta though he calls himself a Dutch subject”. Elsewhere he is described as Portuguese. R. Adey Moore, “An Early British Merchant in Bangkok”, *J.S.S.*, xi, Pt. 2 (1914-5), p. 37.

(35) See, e.g., Bowring, *op.cit.*, ii, p. 304.

(36) Bowring to Fredk. Bowring, 2nd. September 1855. *English MSS.* 1229/204.

(37) As for relations between the First and Second Kings, a recent Thai writer has suggested that they were not as strained as has sometimes been made out, though there were resentments. On his death-bed Isaret told Mongkut that his army was maintained for protection against the Kralahom. Neon Snidvongs, *The development of Siamese relations with Britain and France in the Reign of Maha Mongkut, 1851-1868* (Unpublished Ph.D. thesis, University of London, 1961), pp. 247-8.

since 1855. So perhaps had the way the British negotiator looked at it.⁽³⁸⁾

On the 12th. March the *Auckland* arrived off the bar with Parkes, his wife, and the salty remnant of the presents⁽³⁹⁾. But it was the arrival of the Queen's letters to the two kings that caused most excitement, according to Parkes, "and lengthy deliberations were directly commenced as to the mode of delivering these letters". The pleased Mongkut wrote to Parkes, in reply to a letter of announcement sent in the hope of "opening a direct communication with the Palace, which I was able to maintain during the whole period of my stay, and although private in its nature, it proved of great advantage to me". Parkes considered that the entry of the *Auckland* into the river was necessary to ensure the delivery of the letters "in a becoming and suitable manner, and to give me the support of her presence in my transactions with the Siamese Government". Thus he asked for aid in lightening the steamer so as to assist her across the bar at the next high tide, and requested permission meanwhile to go to Bangkok. The "conservative party", opposed to delivering the letters "in any other than the derogatory mode prescribed by the old régime", were opposed to this course. Five days elapsed before the King's yacht arrived to take Parkes to Bangkok, and it was then intimated that he was to take the ratification and letters with him. But he did not take them, and simply looked on the state boats "as a personal compliment".

Parkes believed he had to contend not only with a rift between Mongkut and the Kralahom, but also with conservative influences, which made supplementary arrangements more essential. At the time of Bowring's visit, he recapitulated, the two Somdets represented the conservative party; the Kralahom and the Phraklang, though sons of the Somdet Ong Yai, were "favourable to innovation, while the Prince Krom Hluang, a half brother of the first King, occupied, in opinion, a middle position between both these parties, but submitted in a considerable measure to the influence of the Kralahom . . ." The Ong

(38) It has to be remembered, however, that Parkes played a considerable part in the negotiations of 1855.

(39) Parkes' account of his mission, drawn on below, is in his despatch to Clarendon of 22nd. May 1856. *F.O.* 69/5.

Yai had died, but the power and influence of the Ong Noi appeared to have increased.

As for the estrangement of the King and the Kralahom, Parkes reported some of the latter's "occasional remarks."

"He had resigned, he informed me, the lead he had taken and maintained in the negotiation of the Treaty, and which had contributed so greatly to its success, for the reason that his counsel was no longer sought or listened to by the King, whilst those who advocated a less friendly course, were received at Court with marked favour. None of the measures necessary to give effect to the Treaty had yet been taken, he said, by the Government, and strong language and action would be needed on my part to secure the faithful performance of the new engagements"

The King had seen the Japanese convention⁽⁴⁰⁾ and blamed the Kralahom—so he said—for

"the disparity . . . between the wide concessions of Siam and the restrictions maintained by Japan. He was also, added the Kralahom, dissatisfied with British policy in Cochin China⁽⁴¹⁾, the Government of which country had made the Treaty the subject of a taunt towards that of Siam, and independent of these exterior questions, His Majesty, whose expenditure, particularly on the female inmates of his palace, was daily becoming more profuse, was not favorably inclined towards any measure calculated to interfere, though only for a time, with the State income"

(40) Presumably Stirling's convention of 14th. October 1854, reprinted in W.G. Beasley, *Great Britain and the Opening of Japan 1834-1858* (London, 1951), Appendix A. This followed the treaty made by the American Commodore Perry, opening Shimoda and Hakodate as ports of refuge for American ships, providing for the protection of American subjects and the appointment of a consul, but doing "practically nothing to facilitate trade". *Ibid.*, p. 111. Townsend Harris, after concluding his treaty in Bangkok, wrote to Perry: "Your expedition to Japan was one of the great causes that led to the English and American Treaties with Siam." Mario E. Cosenza, editor, *The Complete Journal of Townsend Harris* (Rutland and Tokyo, 1959), p. 164 n. But this seems a doubtful statement.

(41) Mongkut had indeed laid some stress on Bowring's going to Hué after his visit to Bangkok. He sent Thomas Wade to announce his advent, but the Hué Government were clearly opposed to any negotiations. See Nicholas Tarling, "British Relations with Vietnam, 1822-1858", to appear in the *Journal of the Royal Asiatic Society Malayan Branch* in 1965,

Parkes wondered if the Kralahom's feelings had not been "awakened by some check given by other acts of the King to his ambition or desire for power". He saw reason in all this for measures to ensure the effective execution of the treaty, but not for coercion.

A further result of the Kralahom's attitude was that the Prince Krom Hluang "leaned more than before to the opinions or wishes of the Somdet Ong Noi, whilst the Phraklang, as greatly the junior both of the Prince and the Somdet in years and station, could seldom be induced to pronounce an independent opinion of his own, if it involved any opposition to those of his superiors". It was these parties, with the Yomarat, or Minister of Justice, that Parkes had to negotiate. Constantly they referred even trivial matters to the First King (the Second took no part).

"This being the case the Commissioners constantly replied to my protest against difficulties and delays, whenever these arose, by attributing them entirely to the first King, and disclaiming for themselves any responsibility; but the personal kindness with which the first King always honored me, the access to his person which he frequently allowed me both by letter and by private audience, contrary in some instances to the wishes of his Ministers, and the favorable attention which he often gave to the questions I submitted to him, all induced me to receive these statements of the Commissioners with some reserve, and to dispose me, in the end, to place more confidence in His Majesty than in them."

In other words the conservatives fought some sort of a delaying action; but Mongkut disproved the accusation of the Kralahom. Parkes had no doubt been inclined all along to work through the First King.

The first few days after his arrival in Bangkok itself on the 17th. Parkes used in endeavouring to arrange the delivery of the letters and exchange of ratifications and in introducing, as carefully as possible, the notion of a further definition of details. Nothing had been arranged when on the 21st. Parkes rejoined the *Auckland* for the crossing of the bar. The Siamese authorities, he found, had not kept their promises over the lighters but, after he had hinted that a delay till the next tide would delay the Queen's letters also, a number of boats appeared, and the bar was crossed on the 24th., the last day it

was practicable. So the letters and the *Auckland* went up to the capital. Having used them to get the steamer over the bar, Parkes sought now to use the letters again in improving his relations with the King, the line that his own predilections, as well as the Kralahom-Mongkut rift and the conservative influences, pointed out.

“What I now sought to obtain was an interview with the first King, at which I hoped to arrange, with greater facility than with the Ministers, the manner of delivering the Queen’s letters, and to prevail on His Majesty to interest himself in the measures which appeared to me needful for the execution of the Treaty.” The Ministers had proposed that Parkes should surrender the letters for examination and “translation”, “this being the course pursued with the missives received from the Sovereigns of Burma and Cochin China”. There was little fear that the Queen’s letters would be altered, but Parkes objected to the ordinary mode of delivery as “derogatory”. The mode of delivery, he declared, should be respectable “not only in the eyes of the Siamese but in those of the sovereigns and people of European States”. He thus declined to surrender the letters before the public audience and claimed the right to deliver them then. At an interview with the First King, Parkes gave him a copy of the Queen’s letter,

“and had the pleasure of observing the genuine satisfaction that its contents afforded him at a moment when in the absence of his Ministers and courtiers he had less occasion for dissembling his real feelings. To be as he believed the first sovereign in Asia to receive a letter from Her Britannic Majesty, to be styled by Her not only ‘an affectionate friend’ but ‘sister’ also, and thus to be admitted unreservedly into the brotherhood of European royalty, and have his position as a King thus clearly recognised by the Sovereign—as it may probably appear to him—of the most powerful European State, was indeed an honor and a satisfaction which at once touched his heart and flattered his ambition.”

At the same interview, Parkes explained the accident to the presents, and obtained Mongkut’s “assent to the publication of the Treaty by Royal Proclamation, and to the examination of those points on which explanations appeared desirable...” At the subsequent public audience,

Parkes put the letter in Mongkut's hands, and on April 2nd. there was a similar audience with the Second King.

On April 5th. the ratifications were exchanged, a delay having allowed the King to cast a special seal in imitation of the Great Seal attached to the Queen's ratification. Mongkut's ratification was characteristic. It included a promise to try to enforce the treaty

“according to our power and ability to govern the people of this half civilized and half barbarous nation herein being of various several races languages religion etc for which nations we are still afraid that any one individual or party among such the nation being very ignorant and unfrequent of civilized and enlightened custom usage, etc., may misunderstand of any thing and things contained or expressed in the Treaty and do according to his or their knowledge which may be contradictory to some clauses of any article of Treaty, yet we will observe accurately and command our officers of State to correct the wrong as soon as possible when the British Consul might complain to our officers of State directly with whom our officer will be joined in justice...”

The ratification also expressed a wish for direct communication with the British Government rather than via a colony or marine power.⁽⁴²⁾ This was indeed the point Mongkut kept steadily in view: he was concerned to secure the recognition of Siam as an independent state on a parity with European states. This was his “ambition”.

It is not clear from his narrative at what point Parkes introduced the discussion—which he had seen as a means of introducing in turn the supplementary negotiations—of the points referred to India in 1855 and referred back to Bowring. On one of them at least Parkes could be fairly accommodating. The Siamese Commissioners indicated “more clearly than they had done before on a Map which they supplied to me the course of the River beyond which they desire the travels of Burmese and British subjects shall not extend. This River wends away so much to the Eastward that no injury can in my opinion result to our interests from a compliance with the proposition of the Siamese...” On the frontier question, he had to urge the maintenance of the existing line, and found the Siamese indisposed

(42) Ratification, 5th. April 1856. *F.O.* 69/5.

in consequence to pursue the matter further. The Siamese apparently did not urge the third point referred to India in 1855, which related to the position of the northern Malay states,⁽⁴³⁾ while Parkes had nothing to propose.

Anxious to introduce the supplementary negotiations courteously, Parkes thought it well to begin with the definition of the articles of the Burney treaty still in force. As neither party, it is clear, had anything to urge, this made a smooth beginning. The Siamese, he reported in his narrative, were opposed to its total abrogation, "partly because they are satisfied with certain of its provisions, and partly because they have not yet been distinctly assured that the Imperial Government is able to release them from the engagements they have concluded with that of the Honorable East India Company"; and Parkes sought simply for an enumeration of the articles not abrogated. These were reckoned to be articles 1, 2, 3, 8, 11, 12, 13 and 14, with the clause in article 6 dealing with the recovery of debts and that in article 8 covering assistance in cases of wreck. The latter covered two of the other points Parkes had to urge, and he determined not to seek a distinct stipulation over protection in cases of piracy.⁽⁴⁴⁾ This left five points to gain.

On consular jurisdiction Parkes found the Commissioners' ideas

"neither clear nor satisfactory. Their own Courts are very rudely organised, and their mode of procedure, according to their own admission, is most partial and irregular. Some indefinite idea as to their Authorities having concurrent Jurisdiction with the Consul appeared to be floating in their minds, but they had determined on nothing in reference to the practice or the officers who were to constitute the Court, the unsuitableness of which could not fail to be felt in a country where the Consul would find his colleagues so venal, capricious, and ill-informed as the Siamese, and himself always in a minority."

(43) Parkes to Bowring, 7th. July 1856. *F.O. 17/248*. The boundary was finally settled in the 1860s. Snidvongs, *op. cit.*, pp. 363-4.

(44) Parkes does not explain why. Perhaps he was conscious of the legal difficulties the British might face in attempting to carry out such an undertaking, for instance in Singapore, or on the high seas. See Tarling, *Piracy and Politics*, pp. 216-9, 223-5.

Parkes was glad to secure an article admitting an exclusive consular jurisdiction, civil and criminal, over British subjects, as defined by the Queen's Advocate. He also secured a satisfactory agreement over the free disposal of real property and the right of succession or administration to real and personal property.

Another point, "the exemption of British subjects from public burdens or taxes other than those contemplated in the Treaty", needed "time and labour" to settle. According to article 4 of the Bowring treaty, lands purchased by British subjects were liable to the taxation levied on Siamese subjects. "The amount of this taxation had therefore to be ascertained, and here I found that in matters of finance the Siamese evinced the same utter want of certainty and method, combined with much more complication of detail than that I had already noticed in reference to their Jurisprudence..." Only the Somdet seemed to know about the subject, but even he

"spoke on it with reluctance as if he feared that the interest he has in the Revenues might thereby be in some manner prejudiced. The labour involved in the arrangement of this and all other questions relating to Taxes or Revenues, which are so directly affected by the Treaty, amounted in fact to a recodification of their Financial System with which I had to make myself familiar. A schedule of the Land Taxes was at length finished, and an Agreement concluded that these Taxes and the Import and Export Duties of the Tariff are the only charges that British subjects in Siam can be called upon to pay to the Government."

The Parkes negotiation was significant in giving practical effect to some of the revolutionary implications of the Bowring treaty. In the course of it, the legal and taxation systems actually assumed much of the shape they retained till the turn of the century. The system of consular jurisdiction, more especially its application to Asian protégés of the European powers,⁽⁴⁵⁾ became a spur to the Europeanisation of the judicial administration and to codification.⁽⁴⁶⁾

(45) One of the articles proposed by the Siamese Commissioners in 1855, but not accepted, had related to "the protection to be given to Chinese and others claiming the privileges of British subjects". See, under the date April 11th., Enclosure No. 15 in Bowring to Clarendon, 28th. April 1855, no. 144. *F.O.* 17/229.

(46) See Detchard Vongkomolshet, *The Administrative, Judicial and Financial Reforms of King Chulalongkorn 1868-1910* (Unpublished M.A. thesis, Cornell University, 1958), pp. 159ff.

The negotiations and agreements of 1855-6 set the taxation system in a mould it was difficult to break, till the Siamese began to acquire tariff autonomy as a means to finance the further modernisation of the state.⁽⁴⁷⁾

Yet a further point was the establishment of a custom house. This Parkes urged and the Somdet opposed. "He, as the firm supporter of all exclusive privileges, wished to Farm the Duties on the Foreign Trade, a measure which must have proved as injurious to the King's Revenue as to the Foreign Commerce—to the former by the smallness of the sum which would be realized by the Treasury, and to the latter by the virtual monopoly of the Export Trade, which it would confer upon the former." More despatch was required in the issuing of passes and port clearances, delayed by indolent Siamese officers. Parkes also sought a promise of prior notification of the prohibition on rice exports. With the advantage of direct communication with Mongkut, he secured the establishment of a custom-house, but the Somdet secured the superintendence of it. Parkes secured a limit of twenty-four hours on the delay in issuing passes and port clearances, and the notice of a month for the prohibition of rice exports. All this took time: so did the preparation of the written understanding on the various points, and of proclamations making the people aware that they could dispose of land and houses to British subjects. This process was "not expedited by the King putting the printers into irons to mark his dissatisfaction at the imperfect manner in which they executed their work."

On 18th. April Parkes was told at the King's command that it would be impossible to issue the proclamation on the sale of land until the boundaries permitted were defined. According to article 4 of the Bowring treaty, British subjects could buy or rent houses or land within twenty-four hours' journey of Bangkok by Siamese boat; except that they could not purchase land "within a circuit of 200 sen (not more than four miles English) from the city walls" until they had resided in Siam ten years or obtained special authority. Parkes had hoped he would soon be able to get away, but felt there were good

(47) See J.C. Ingram, *Economic Change in Thailand since 1850* (Stanford, 1955), pp. 177-8.

reasons for defining these limits. The task might have been left to the new consul, but it was not clear when he would arrive. On the other hand, H.M.S. *Saracen* was surveying the Gulf, and some professional assistance might be secured in measuring the circuit from the city walls. The Commissioners "agreed to be content with the measurement of four lines, each of four miles in length, drawn due North, South, East and West, from the city, provided that the points where the circle cuts the river were also correctly ascertained—this latter consideration having a most important bearing on the settlement of all water frontage lots." With Siamese working parties and officers from the *Saracen* and *Auckland*, the "survey" was completed by April 30th. "Several rainy days added to the difficulty of the work which had to be carried over ground thickly intersected with canals or ditches, and covered in many parts with dense jungle or rank vegetation, penetrable only by means of the track which had to be cut for the occasion." Parkes had also to insist on four miles as the limit: that amounted in fact to no more than 159 *sen*. As for the twenty-hour journey, he found his geographical knowledge useful. In the Commissioners' opinion "nothing less than actual travel, with all its contingent accidents and uncertainty, was to be adopted as the means of taking the length of the journey; and it was not until I successfully argued the point with the King, that I persuaded them to accept five miles as a fair average rate of one hour's travel by boat, and to agree to the multiplication of this rate by twenty-four to obtain the total length of the twenty-four hours' journey." Then, guided by this calculation, the negotiators chose various well-known localities to define the limits. The area measured comprised "a very large portion of the fertile delta formed by the four rivers which flow into the head of the Gulf." (48)

(48) Parkes apparently did rather better here than Bowring had envisaged. The Kralahom had proposed the restriction—no doubt somewhat on a Chinese model—on April 9th. 1855. The boats of the Country, it was explained, could travel "a considerable distance" in twenty-four hours, and the Kralahom "mentioned that it would be held to include the old capital Ayuthia which is fifty four miles distant from Bangkok. The Plenipotentiary agreed to these limits". Enclosure No. 15 in Bowring to Clarendon, 28th. April 1855, no. 144. *F.O.* 17/229.

Meanwhile the written arrangements on the other points had been drawn up in Siamese and English and sent to the King for approval on April 25th. He retained them for a week. "During this time I heard through the Prince Krom Hluang that His Majesty desired the addition of various articles relative to the regulation of the Trade that might spring up at the Siamese outports, the shipment of produce that might be grown by English settlers outside the Port of Bangkok, and the mode in which English ships, and men-of-war in particular, should obtain supplies when navigating or cruising in the Siamese Gulf." Parkes managed to persuade King and Prince that any arrangement required on these points could be made later by the consul. Then Mongkut returned the agreements, but stated he wanted a new Siamese version made out. And this would take time.

Already the *Auckland* had been running short of provisions, and in the resulting difficulty perhaps lay the source of one of the King's rejected articles.

"The obstacles in the way of obtaining supplies of fresh provisions rested chiefly on religious grounds, the Siamese viewing the slaughter of animals as an offence against both their laws and religion, and individuals not of the national faith hesitated to purchase for us bullocks and other stock, until I had obtained from the Phraklang an assurance that they would incur no punishment nor other inconvenience by doing so. It is creditable to the Siamese Government, as instancing their liberality in matters of religious opinion, for me to add that live supplies were eventually furnished us in ample quantity and at very reasonable rates."

Parkes had hoped to leave at least on the 7th. or 8th., and catch the homeward mail passing through Singapore on the 17th. He now asked Mongkut to agree to the execution of the agreement in English alone.

Two days later, on the evening of the 4th., came a message of assent, but requiring also a new stipulation over rice exportations, "which he wished made conditional on a special permission to be obtained in each instance by the shipper from the King." Parkes could not agree to stipulation which would "convert the trade in this staple into a Royal monopoly", and he told the Commissioners it would be a departure from the treaty. These remarks he made (he

thought) in a friendly way, but could not say "whether they were referred to the King in the same spirit." Next morning the king again demanded the re-translation of the agreement. But the following day the king sent to say that this demand had been made without his authority and again assented to the execution of the English version. Parkes "felt greatly obliged to His Majesty for this mark of his confidence, which had not however met with the approval of the Commissioners, if I may judge from a slight coolness on the part of the Prince, and the absence of the Phraklang, who reported himself ill, from all proceedings for a week afterwards."⁽⁴⁹⁾

On the 6th. Parkes sent the Prince a fresh copy of the agreement for the King's approval, including the two articles over the four-mile circuit and the twenty-four hour journey. The agreement was finally concluded on the 13th. The Siamese bound themselves to give the agreement the same force as the treaty whenever Bowring called upon them to do so. On the 15th., after a royal audience of leave, Parkes was able to leave for Singapore, just before the *Auckland's* provisions ran out.

The instructions to Parkes do not seem to have envisaged an actual agreement such as he secured. But he had suggested it, and on his arrival he had been confirmed in his view that it was desirable. Verbally it seems that he was authorised to secure an agreement if he could. Thus, at the conclusion of the negotiations, he wrote to Hammond:

"My patience was a good deal tried at Siam, and I assure you no little amount of labour was needed on my part to get what I did out of the Siamese. I trust you will approve of my having waited so long, as I think you will see that I have succeeded in settling all questionable points, as well as others that I did not think would have fallen to me. I bore in mind, throughout, what you told me on my departure that it would be better for

(49) According to Townsend Harris, the American envoy, who had arrived in Bangkok some three weeks previously, "a grand row" had taken place on the 5th. "about the business of Mr. Parkes who had so wearied the King by his letters, etc., that he got enraged, blew up all his court and ended by closing the palace gates against all the world . . ." Cosenza, *op.cit.*, p. 139. It seems possible that the King was rather enraged with his court for so confusing (and thus expanding) the business of Mr. Parkes.

me to stay in Siam and *settle* matters there, than return in haste to Canton, where my absence for a short time would not be missed. You will perhaps be surprised, looking to the short time in which the Treaty was negotiated—that I could not secure on this occasion equal despatch, but it often takes a much longer time to settle details than to determine a principle, and the very fact of their having been so hurried in the first instance by Sir John Bowring has made the Siamese determine that they will never expose themselves to the same inconvenience again.”

The details

“required almost endless discussion—the great difficulty being to get the Siamese Ministers—who appear altogether irresponsible—to agree to anything—they will talk over a matter from day to day—but when you want to effect any positive arrangement they shift the responsibility from one to another and declare they can settle nothing—that the king must do everything, whilst His Majesty on the contrary refers you to his Ministers. They have a great deal to learn in the way of business, and they require a firm but patient and considerate instructor to overrule their pride ignorance and indolence. The 1st. King is undoubtedly far in advance of all his Ministers, but he is also very capricious and sometimes puerile, and is often checked by his Court in his good endeavours—He is certainly the best friend we have in the country, and I have no doubt that while he continues so, everything will go on well,—a few years will suffice for the new system to take a deep enough root for it to stand thenceforward by its own strength.”

Parkes was glad the question of consular jurisdiction was settled. Judging from his instructions to the new consul, Bowring appeared after all “to have had in view a kind of mixed Court”. But this most probably would not have worked.⁽⁵⁰⁾ Bowring in fact approved the agreement and had it published in the *Hong Kong Gazette*.⁽⁵¹⁾

The U.S. Plenipotentiary had been in Bangkok a month, Parkes noted, “and had got on slower than I did.” He aimed at securing

(50) Parkes to Hammond, 10th. June 1856, *F.O.* 69/5. Bowring to Hillier, 5th. May 1856. *F.O.* 17/247.

(51) Bowring to Clarendon, 10th. June 1856, No. 189, *F.O.* 17/247. Same, 18th. June 1856, no. 192. *F.O.* 18/248. The agreement is printed in Bowring, *op.cit.*, ii, pp. 230-47.

some additional advantages: "they will cost him time to obtain if indeed he do succeed. They are such as settling at a greater distance in the country, opening mines, etc..." Time and patience were indeed consumed, and towards the end of May Townsend Harris was writing: "The proper way to negotiate with the Siamese is to send two or three men-of-war of not more than sixteen feet draft of water. Let them arrive in October and at once proceed up to Bangkok and fire their salutes. In such a case the Treaty would not require more days than I have consumed weeks..."⁽⁵²⁾ But no extra privileges were secured either by Harris or by his French successor Montigny.⁽⁵³⁾ The Siamese had made their bargain with the strongest power in Asia: as Prince Krom Hluang had put it in 1855, "they trusted . . . that should cause for disagreement at any time occur, the British Government would not hastily have recourse to forcible measures, but would treat their Government with indulgent consideration, and would also extend to them the protection of England in the event of the American, French, or other foreign nation making additional or unreasonable demands with which they would be unable to comply . . ."⁽⁵⁴⁾ Similar treaties with other Western powers would, on the other hand, give the Thais a wider access to the outside world and might thus restrain the predominant power. This was no doubt the significance of the suggestions allegedly made to Harris that the Americans should act as mediators in any dispute between Siam and another nation.⁽⁵⁵⁾

The Singapore merchant, W.H. Read, told Montigny before he went to Bangkok how discontented the King was with the English. Parkes had treated the Ministers "de haut en bas", and Mongkut disliked him even more than on the 1855 visit⁽⁵⁶⁾. Parkes' impatience

(52) Cosenza, *op.cit.*, p. 153.

(53) It has been mistakenly suggested that Montigny originated a clause prescribing a warning of the prohibition of rice exportation. Charles Meyniard, *Le Second Empire en Indo-Chine (Siam-Cambodge-Annam), L'Ouverture de Siam au commerce et la convention du Cambodge* (Paris, 1891), p. 264.

(54) See, under the date April 19th., Enclosure No. 15 in Bowring to Clarendon, 28th. April 1855, no. 144. *F.O.*: 17/229.

(55) Cosenza, *op.cit.*, pp. 111,114,121. See also W.M. Wood, *Fankwei; or, the San Jacinto in the Seas of India, China and Japan* (New York, 1859), p. 176.

(56) H. Cordier, "La Politique coloniale de la France au début du second empire (Indo-Chine, 1852-1858)", *T'oung Pao*, Series 2, X (1909), pp. 188-9.

does indeed come through his official report. He was at pains to emphasise in it that Mongkut had wished to confer nobility on him and appoint him agent at Canton, which showed "that I remained until the last on friendly terms with His Majesty . . ." Indeed, somewhat predisposed against the ambitious Kralahom,⁽⁵⁷⁾ and finding that in any case he did not apparently wish to assume a leading role, Parkes had concentrated on the First King. His impatience came rather from having to deal officially with ministers no longer guided by the Kralahom, having to defer to the King, and influenced by the Somdet's conservatism. Mongkut, whom Harris saw as "pedantic beyond belief, and that too on a very small capital of knowledge"⁽⁵⁸⁾, Parkes saw as "really an enlightened man. His knowledge of English is not profound, but he makes an excellent use of what he has acquired. . . . It is scarcely a matter of surprise that he should be capricious and at times not easily guided; but he entered into the Treaty well aware of its force and meaning, and is determined, I believe, as far as in him lies, to execute faithfully all his engagements, which are certainly of the most liberal nature."⁽⁵⁹⁾

(57) The Kralahom, it may be noted, gave vent, when asked by the Americans about "changes in the dynasty", to "the real republican sentiment that Kings who claim their title by right of birth, often forget they originated from the people . . . and don't lend an ear to the sufferings of their subjects,—so there was often a change at the fourth generation of princes of the same dynasty . . ." Cosenza, *op-cit.*, p. 115.

(58) *Ibid.*, p. 145.

(59) Lane-Poole, *op-cit.*, p. 215.

