CHAPTER 18

# Subsidy treaties and troop contracts

## A study in Europe's transnational political culture

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Several million Europeans were hired by foreign powers to serve in their armies either directly, or temporarily as auxiliaries between the early sixteenth and mid nineteenth centuries.[1] Organizing this required not only more sophisticated and robust administrative systems, but also new kinds of written contracts. Known generally as 'subsidy treaties', these assumed an increasingly standardized form by the 1660s and persisted as an accepted element in interstate relations for another two centuries. The seemingly 'commercial' character of these agreements damaged the reputations of those involved at the time and subsequently. Svante Norrhem has shown how Sweden's receipt of French subsidies led to accusations at home and abroad that the country had lost its honour and become 'mercenaries'.[2] Those paying were also often accused of lacking true allies and wasting their money on unreliable foreigners rather than displaying true manliness and fighting themselves.[3]

The controversies surrounding 'mercenaries'—a potent yet ill-defined term—ensured that scholarship initially focused on the motives behind subsidy treaties and other troop contracts.[4] Mid-twentieth-century research applied a narrow cost–benefit analysis, suggesting that those involved were primarily concerned to make money.[5] The provision of foreign soldiers was always a costly, risky business, and profits in purely financial terms usually fell well below contemporary expectations and,

where they were made, they were unevenly distributed amongst those involved. The landgrave of Hesse-Kassel and the Swiss patrician elites were unusual in accruing large sums from successive agreements, and even they were often owed considerable arrears.[6]

Money was more a means to advance the ambitions and political objectives of those organizing foreign military manpower, as has been demonstrated by detailed studies of the diplomacy behind individual agreements.[7] Other dimensions are increasingly attracting attention, including soldiers as migrants, travellers, their experiences, and their social world.[8] Far less attention has been paid to the agreements themselves—the different types, their legal status, and the language and structure of their texts, all of which were ways in which the signatories sought to safeguard and advance their interests and to minimize risk.

Drawing on a unique dataset of nearly 1,000 agreements, this essay analyses the form of these documents, focusing on their legal status, language, structure, and content to trace their evolution across Europe. In doing so, it will contribute to our understanding of diplomatic culture and the character of interstate relations during the period when the modern conception of the sovereign state became the basis of Europe's international order. Foreign military service was an essential element of Europe's 'fiscal military system' which emerged during the early sixteenth century to facilitate the transfer of key war-making resources across political jurisdictions. This system was consolidated by the prolonged, large-scale conflicts between the 1660s and about 1720, and then remained relatively stable until renewed expansion during the French Revolutionary and Napoleonic Wars which also saw a dramatic shift towards more nationalized, 'autarkic' war-making. That in turn encouraged the dismantling of the system by 1870 as activities, such as serving foreign potentates, lost their legitimacy, and states sought to assert monopolies of violence over their territories and inhabitants.[9]

The fiscal military system encompassed warfare on both land and sea, and the various agreements explored here were also used to supply resources for naval warfare. Examples include the Dutch squadron serving Venice during its brief conflict with Spain in 1617, as well as the Dutch naval forces taken into British pay in 1795.[10] As such arrangements only constituted a minority of cases, this essay concentrates on those

providing manpower for European armies. For clarity, the term contractee is used to denote those hiring soldiers, while contractor identifies those providing them. Of course, the labels are there to assist analysis, and the boundaries between these categories could be blurred in practice. Finally, foreign here means alien to the contractee's jurisdiction, and thus does not automatically align with ideas of nationality based on language or culture. For example, though the proportion of Spaniards never exceeded 41.5 per cent of their monarchy's army under Carlos II (1665–1700), the remainder included Italians, Burgundians, and Walloons who were also the king's subjects. Germans, Britons, Irish, and Swiss collectively comprised around a third of the infantry—sometimes even more—and, for our purposes, count as genuinely foreign.[11]

The numbers involved were substantial, underscoring the importance of subsidy treaties and the other arrangements to European conflicts and diplomacy. The most famous foreign troops were the Swiss, of whom between 1 and 2 million served other powers between 1450 and 1850, with peaks of up to 80,000 at any one time. The number of Germans across the same period was probably significantly higher. Around 150,000 Britons and Irish served in various Continental European armies during the first half of the seventeenth century, with large numbers of Scots and Irish serving thereafter. Foreigners mainly served as infantry rather than cavalry, though there were exceptions, notably the German *Reiter* (mounted pistoleers) who were hired by all parties during the French Wars of Religion.[12] The proportion of foreigners amongst the French infantry fluctuated between 18 and 31 percent across 1643–1789. Even after the official abolition of foreign regiments (1792) and the introduction of universal conscription (1798), 6.5 per cent of French soldiers were foreigners in 1799, and overall, nearly one-quarter of the 3 million men who served the Napoleonic regime were not French.[13]

Foreign manpower was crucial to the expansion of warfare in early modern Europe, enabling contractees to mobilize rapidly at the outbreak of each new conflict. Permanent standing armies emerged unevenly after the late fifteenth century but existed only as cadres which had to be expanded through additional manpower and formations. Hiring or subsidizing foreign troops was attractive as these were (supposedly)

already mustered, trained, and often also located closer to the intended theatre of operations.

## Individual capitulations

There were four primary categories of agreement governing the supply of foreign manpower (see Table 18.1). The contemporary use of terms to distinguish these was not entirely consistent, but the following discussion copies the general use of capitulation for the first two types, with convention or treaty used for the other two. The most numerous were the capitulations for individual soldiers serving another power, often enlisting in one of specially designated 'foreign regiments' which were distinct yet integral elements of the French, Spanish, Portuguese, Dutch, Venetian, Savoyard, Genoese, and several other armies. In addition to the Swiss, various European princes and aristocrats organized such units, while others were recruited abroad by the contractee's own officers. For example, Irish infantry were recruited by Spain, and to a lesser extent France, during the seventeenth century with the cooperation of local gentry and the tacit acknowledgement of the Stuart monarchs, formally rulers of Ireland who were often happy to be free of Catholics whom they regarded as potential troublemakers.[14]

Another example is the Anglo-Scottish Brigade serving the Dutch almost continually between 1586 and 1782, which also illustrates the complexity of individual cases. Technically, this remained an English (from 1707 British) unit with its officers receiving their commissions from the king and not the Dutch States General to whose service they were merely 'loaned'. However, the Brigade was essentially integral to the Dutch army and could only be used by Britain with the Republic's agreement. The difficulties inherent in this arrangement ultimately proved insurmountable when Dutch support for American independence led to war with Britain in 1780, and the Brigade was disbanded two years later.[15]

Austria, Prussia, and several other states did not maintain separate foreign regiments, but nonetheless recruited soldiers from abroad directly into their regular units. Around a third of the Austrian and Prussian infantry came from the other German territories of the Holy Roman Empire. Soldiers could sign a capitulation directly, but often an element

Table 18.1 Contractual forms

| Type | Contractee | Contractor | Wartime Command | Right of Recall | Service Length | Contractor's Recompense |
|---|---|---|---|---|---|---|
| **Individual Capitulation** | Sovereign; Semi-sovereign; Military enterpriser | Individual soldier | Contractee's direct command | No | Intermediate (~ 3 to 8 years) | Direct payment |
| **Regimental Capitulation** | Sovereign | Sovereign; Semi-sovereign; Military enterpriser | Contractee's direct command | Rarely (except Swiss) | Permanent (> 10 years) | Proprietorial rights<br>Pensions (Swiss cantons)<br>Maintenance costs |
| **Auxiliary Convention** | Sovereign; Semi-sovereign | Sovereign; Semi-sovereign | Contractee's direct command, but contractor retained internal jurisdiction | Usually | Temporary (i.e. one campaign or conflict) | Maintenance costs |
| **Subsidy Treaty** | Sovereign | Sovereign; Semi-sovereign | Contractee's command. Autonomous in peacetime | Usually | Temporary (rarely Intermediate ~ 5 years) | Payment (subsidy) not directly related to actual maintenance costs |

of mediation through local powerholders was involved as they frequently joined Austrian or Prussian regiments commanded by their own prince or his relations.[16]

Like native volunteers (though not most conscripts), foreigners recruited through individual capitulations signed personal contracts. These might list special benefits, though these were usually collectively associated with the privileges enjoyed by foreign regiments, such as higher rates of pay or exemptions from some sales taxes. The benefits were steadily eroded in the later eighteenth century as contractees sought to cut costs. France's agreement for six Swiss regiments in 1816 placed their personnel on the same terms as French soldiers, reducing privileges to more symbolic aspects, such as distinctively Swiss martial music (Article 35) and their traditional red uniforms (Article 36).[17]

Prospective recruits' bargaining was generally limited to the size of the recruitment bounty and length of service which fluctuated according to supply and demand. Competition for manpower had forced employers to pay additional cash bounties in the sixteenth century. These became more generous in the seventeenth century, especially after the 1670s, and

varied thereafter, generally rising with each new conflict and falling again with the return to peace. Soldiers normally preferred short-term capitulations which increased their opportunities to quit, either altogether or to re-enlist, for which they could expect another recruitment bounty. Prospective employers were compelled to offer capitulations for three or even just two years' service when demand for recruits was high, especially in wartime. Peacetime capitulations were usually much longer at around five to eight years as armies sought to reduce the cost and bother of recruitment. There was thus little to distinguish the individual capitulations agreed by foreigners and those of native recruits, including those who were embodied in units hired out as auxiliaries or provided to another power under subsidy treaties. Consequently, the rest of this essay will concentrate on three other forms of agreements which were unique to the provision of foreign military manpower.

## Regimental capitulations

The second type of contract comprised capitulations for entire foreign regiments, such as the Swiss and German units serving France, Spain, Savoy, and the Dutch Republic. The Swiss usually made collective agreements with common terms for batches of new units supplied to a contractee, but usually capitulations were agreed separately for each regiment and were often renegotiated each time a new colonel assumed command. Given that at least 480 foreign regiments served France alone between 1535 and 1792, this type of agreement was far more numerous than the thousand or so auxiliary conventions and subsidy treaties.[18]

Foreign regiments were provided as a one-way transaction, with the unit intended as a permanent element of the contractee's forces. Agreements often specified an initial period of service, but this could be left open-ended, reflecting the interests of the signatories. Contractees wanted to retain the right to disband the unit should it no longer be required, while contractors were frequently individuals or polities without the capacity to maintain such a large body of men themselves, and had no desire to have the responsibility for the men's upkeep returned to them.

There were two subcategories of foreign regiment capitulations. Those for official regiments were made with contractors who enjoyed sovereign

or semi sovereign status like German princes and Swiss cantons. Though serving a foreign power, these units still nominally belonged to the contractor who (at least initially) appointed the regimental commander and subordinate officers, as well as organizing the recruitment. The unit retained ties to the contractor who was responsible for providing a regular flow of replacement recruits to keep the unit up to strength. Further, non-recognized regiments could be raised under particular capitulations signed directly by a contractor acting usually as a military enterpriser in that he not only raised the unit but commanded it whilst it served the foreign power. Particular capitulations included broadly the same terms as those for official regiments but, because he acted as an individual rather than a transpersonal polity, the contractor was generally in a weaker position relative to the contractee. He usually required approval from a higher authority to undertake the venture, but alone carried the risk. Contractees were far less likely to return or disband official regiments unilaterally, because their capitulations had the character of formal interstate alliances and were agreed for lengthy periods, such as a decade or more. Most Swiss capitulations were for official regiments, largely because the cantonal authorities sought to monopolize the financial benefits and patronage opportunities they brought. They were also concerned about potential adverse political repercussions if individual enterprisers made agreements with enemies of the powers currently employing official regiments. Nonetheless, particular capitulations were tolerated, for example in the case of the units provided to the Neapolitan army in 1735–88.[19]

Capitulations for German regiments were mostly 'particular' before the later seventeenth century. Thereafter, France and Sweden recruited their German units primarily from the subjects of the lands they had acquired through conquest between 1631 and 1681, while the German princes replaced the individual enterprisers in providing units to other powers, especially the Dutch, as well as several new units to France after 1706. Individual contractors only remained important in supplying German troops to Venice and Savoy, though several princes acted as 'patrons' of some of the units raised for Venetian service during the Great Turkish War (1683–99).[20]

## Auxiliary conventions and subsidy treaties

Conventions, the third category, arranged for the temporary hire of auxiliaries who entered the pay and command of their contractee, but who—unlike foreign regiments—were normally expected to return to their contractor's service at the end of the agreement. Subsidy treaties were equally time-limited, but also less direct in only covering part of the expenses of troops who did not necessarily transfer to the contractee's command. Indeed, all the 34 Franco-Swedish agreements in 1631–1795 involved France merely subsidizing its partner's military costs, unlike Sweden's convention with the Dutch Republic of September 1688 which saw over 6,000 auxiliaries join the Allied armies fighting France during the Nine Years War.[21]

It was common for France, Britain, and to a lesser extent the Dutch, to make subsidy treaties with German princes in peacetime to secure first call on their troops who would be mobilized through a separate auxiliary convention in wartime. France paid subsidies to Hanover, Cologne, and several other German principalities in the late seventeenth and eighteenth centuries on the understanding that they would remain neutral and not provide auxiliaries to its enemies in wartime. Other services were often included, such as granting the contractee transit rights across the contractor's territory. A good example is the Anglo-Dutch subsidy treaty with the elector of Trier in May 1702, in which they paid 25,000 taler annually to secure the use of strategic crossing points over the Moselle and the right to establish magazines on his territory to supply their own armies operating in the area. The elector was also obliged to maintain his own troops as garrisons in key fortresses to deny these to the French.[22]

As these examples indicate, the boundaries between auxiliary conventions and subsidy treaties were often blurred. Various hybrid forms also existed, notably capitulations for new units signed by a contractor unable to raise sufficient troops to meet his own auxiliary convention. The returns to peace in 1697 and 1713 saw several auxiliary conventions replaced by capitulations arranging former auxiliaries to transfer permanently into their contractee's service, because the contractor lacked the money to accept them back into his own service.

## Legal status

Regardless of type, all these agreements were considered legally binding contracts. Individual capitulations were governed by martial law.[23] Soldiers entering foreign service directly through individual capitulations were bound by their paymaster's military code and could be judged for any infraction accordingly. The soldier's nationality gave him little if any additional protection and, like others serving the same army, he had few options to dodge his obligations or to protest if his employers failed to fulfil theirs, for example by holding him in the ranks beyond the expiry of his capitulation.

Individual capitulations were agreed between the soldier and the recruiting officer and did not require separate ratification to be legally binding, though recruits generally only became fully subject to their paymaster's martial law when they were formally sworn in and recorded in their unit's muster roll. By contrast, auxiliary conventions and subsidy treaties resembled other interstate treaties in that they only acquired full validity when ratified by both parties. Capitulations for foreign regiments occupied an ambivalent position between these two forms, depending on whether they were 'particular' or for official regiments.

These distinctions reflected the belief that only the proper authorities had the right to organize and wage war. In the case of the Swiss and Grisons (Rhetia), official regiments were organized within the framework of long-running treaties agreed and ratified with the cantonal authorities. For regiments provided by German princes, agreements were usually negotiated by an envoy and subsequently ratified by his master as was the case with auxiliary conventions or subsidy treaties. By contrast, particular conventions appear largely to have acquired their legality immediately upon signature with the prospective colonel contracted to raise them.

The German ecclesiastical princes were a special case because they were elected by their cathedral chapters rather than hereditary rulers like their secular counterparts. Contractees were often keen to secure agreement from the chapter and any coadjutor (successor designate) to ensure a convention or treaty remained binding beyond the lifetime of the current prince. Münster's bishops generally involved their coadjutors

in their agreements after the later seventeenth century, but Würzburg's bishop ignored the protests of his cathedral canons when he signed a convention with the emperor in 1733.[24] Capitulations for official foreign regiments, auxiliary conventions, and subsidy treaties all contained clauses governing ratification (within a certain period), invariably in the final part of the document. Unratified or suspended agreements did not necessarily lose their validity completely as the terms could be activated later through a new contract.

## Language

Most agreements were monolingual, even amongst partners with different vernaculars. Britain and the Dutch Republic used French in their joint agreements with German princes after 1688, while the Dutch opted for Latin in some bilateral treaties with German ecclesiastical princes, like the bishop of Münster. France preferred its own language; a deliberate choice intended to assert superiority in what were already asymmetrical arrangements. Britain used French for most of its agreements with German princes. Spanish and Italian were less common, generally restricted to agreements between Spain and Italian contractors, or between these actors and the emperor or, less often, France. German was the main language in agreements between the emperor and the territories of the Holy Roman Empire, as well as with Denmark.

Bilingual agreements were also used since the seventeenth century, initially organized with one version followed by a full translation. Parallel texts became more usual from the 1660s, with both languages laid out side by side in the sequence of clauses in both manuscript and printed versions. Agreements between the Dutch and German princes used both languages. Multilingual documents appeared more frequently during the 1680s as auxiliary and subsidy agreements became more complex, for example in the raft of conventions made between the primary members of the Grand Alliance against France with individual or groups of German princes. In these instances, there could be a bilingual base document supplemented by declarations in various other languages as other parties joined.

## Structure

The agreements varied in length and complexity but developed along standardized lines. The practice of dividing the text into numbered clauses was already widespread by the 1620s, but not always adhered to, particularly in shorter agreements prior to the mid seventeenth century. Regimental capitulations usually had around 20 clauses, regardless of the size of unit involved. For example, in the spring of 1693, the Dutch Republic contracted a battalion of 800 men from Zürich (24 articles), a regiment of 1,600 from the Grisons (23 articles), and a Bernese company of 200 (21 articles), while Savoy arranged for the prince of Carpegna to provide 1,000 cavalrymen in 1690 (16 articles).[25] Subsidy treaties varied from only one or two clauses to around twenty, with the lower end being characteristic of long-running sequences involving repeated renewals with only minor modifications, as was often the case for those between France and Sweden. Franco-German treaties standardized at around ten clauses each in the late seventeenth century. Auxiliary conventions were more uniform, with the range of 12 to 15 articles for Britain's agreements with German princes in the American War (1775–83) being common.[26]

These arrangements were broadly like marriage and inheritance treaties between European dynasties, though they were considerably shorter than most peace or commercial treaties. The presence of separate or secret articles and appendices could add to both length and complexity. For example, the 1726 subsidy treaty between the emperor with Bavaria and Cologne was typical at 14 articles, but had a further 2 appendices and 3 separate articles, one of which was subdivided into 13 numbered clauses to clarify points in the main text.[27] Treaties and conventions were accompanied by statements of plenipotentiary powers and other credentials identifying and legitimating the parties' representatives. Normally, these were not included in printed collections and have also often been archived separately from the treaties and contracts themselves.

Each agreement was unique, written specifically for the occasion rather than filling in blanks on a standardized form as in the case of many modern contracts, and contrasting with general trends in administrative and business documentation across this period towards proforma templates. Nonetheless, the content and arrangement of the

clauses swiftly converged to produce remarkably similar agreements. Standardization was driven by experience and the spread of best practice. Past precedents frequently influenced new agreements between the same partners, while the growth of printed treaty collections further disseminated examples.[28] Britain joined the Dutch in a succession of joint agreements after 1688, largely using the same pool of middling and larger German principalities which had served the Republic in the conflicts of the late 1660s and 1670s. Anglo-Dutch cooperation ensured a degree of standardization across those agreements each still made separately, as well as transmitting the Republic's prior experience to its new ally.

All agreements opened with a preamble additional to the numbered clauses. This tended to be longer in subsidy treaties than in the other forms, though the rationale for the arrangement was sometimes covered separately in the envoy's credentials. The longer preambles often provided a brief narrative of how the contracting parties had come to negotiate, as well as details of their representatives. Again, this strengthened the resemblance between subsidy treaties and more conventional alliances. The longer rationale was often dispensed with in auxiliary conventions, though these at least still stated the agreement's basic purpose of providing military assistance.

The opening articles generally outlined the contractor's obligations, usually quantifying the number of troops to be provided or held in readiness. Subsidy agreements often only stated an overall total without subdividing this by infantry, cavalry, or artillery, whereas auxiliary conventions were more precise and usually stated not just the number and size of the required units, but specified the composition of the subunits (companies), including breaking this down by listing how many men there were to be of each rank. Where such detailed information was included, it was normally recorded in a separate annex. These annexes have not always been preserved with the conventions in archives, suggesting that they may have been given to the officers charged with ensuring the contractor's compliance, without a copy being made by the contractee's administration. The information in the annexes did not always correspond exactly with the totals listed in the convention itself, which could be expressed as numbers rounded to the nearest hundred or thousand. This appears to reflect a cultural difference between the diplomatic and

political aspect of these arrangements, which was primarily concerned with securing support in broad terms, and the military and financial dimension where the precise details mattered more.

Compared to the detailed terms governing the quantity of assistance, agreements were often surprisingly relaxed about quality, either omitting any reference, or simply stating that the soldiers were to be 'experienced', 'good', 'well-trained', or 'well-equipped' and (in the case of cavalry) 'well-mounted'. There could also be specific exclusions, as exemplified by Article 13 of the capitulation between the Dutch Republic and the Grisons from 1693, which stipulated French deserters were unacceptable, while no Dutch subjects, or those of the Republic's English and Spanish allies, could be included amongst the recruits.[29] France generally expected three-quarters of Swiss recruits to be natives, while Spain accepted a lower threshold of two-thirds. Nationality was never clearly defined, but clearly extended beyond language as a criterion because, for instance, many Swiss were already French speakers. Their identification as Swiss in the documents reflected the early modern version of the martial race theory of the era of European global imperialism: the belief that Europe's different peoples possessed distinct martial qualities was an important attraction in hiring foreigners. The decision of the French Revolutionaries to vest sovereignty in the nation by 1790 compelled them to define nationality more precisely and proved a major factor contributing to the eventual delegitimation of foreign military service.[30] Agreements made during the Restoration era after 1814 were more precise, with that between France and the Swiss Confederation of June 1816 not only restating the traditional proviso that three-quarters should be native Swiss, but also stipulating all had to be volunteers and specifying minimum height requirements for the different categories of guardsmen, line, and light infantry.[31]

All agreements included clauses detailing when the terms were to take effect. Generally, these arrangements were found either with the paragraphs on what was to be provided or were included in those relating to payment and recompense. Commencement triggered the start of the contractor's obligations, but the contractee only obtained full control of the troops once these had been formally sworn in. For example, the Brandenburg soldiers entering Dutch service in 1688 were released from

their oath to the elector at the frontier when they were handed over. The officers had to go personally to The Hague to administer their oath.[32] Some conventions specified that such oaths did not contradict loyalty to the contractor.

The concern for continued loyalty was further reflected in the arrangements concerning command. Soldiers represented important political capital for contractors who wanted to maximize the advantages. German princes were keen to hire out large contingents to a sole contractee, or to consolidate their auxiliaries into a single arrangement when they had made conventions with different members of the same alliance. Contractees usually opposed this, because splitting up large contingents made them easier to control and reduced their contractor's leverage. Influential princes did secure consent to their commanding their troops in person, but more usually the most that was granted was for a contingent to be led by its own general who was to be given a voice in operational planning. Agreements involving only one or two units normally permitted these to be commanded by colonels appointed by their contractor, but otherwise they were fully at the contractee's disposal. Conventions reserved internal jurisdiction to the contractor who could appoint and promote junior officers and adjudicate appeals from regimental courts martial. Such matters often passed to the contractee in regimental capitulations. However, both types of agreement often specified freedom of religion when soldiers of one Christian confession served a power of another faith.[33]

Concerned that their soldiers should not simply become cannon fodder, contractors sought guarantees that they were to be kept together and not split into small detachments. The location of service was not always clearly specified, though some exclusions might be added, such as that the troops were not obliged to serve on warships or overseas. Hesse-Darmstadt concluded its subcontract to provide a regiment to Celle in 1704 when the War of Spanish Succession had been raging for over three years. Noting that the conflict had spread to regions considered unhealthy, the Darmstadt envoy secured a clause to prevent the troops being sent to Spain, Portugal, Italy, Hungary, or Poland.[34] Naturally, service in America was expressly included in Britain's arrangements with its German partners in the 1770s.

Contractors further sought to strengthen their autonomy by including a right of recall. In keeping with their proximity to conventional alliances, subsidy treaties not only included this quite often, but also contained promises from the contractee of additional aid or a guarantee for the contractor's territorial integrity if he were attacked on account of fulfilling his obligations. Such arrangements were important to contractors who intended to remain neutral, despite providing auxiliaries. German agreements made with France before it allied with Austria in 1756 almost always included the proviso that the contracting prince was free to fulfil his military obligations to the Empire, even if that contradicted French interests.

The right of recall was rarely included in capitulations, except those for official regiments with the Swiss.[35] In practice, it often proved difficult to enforce such rights, especially when auxiliaries were serving in coalition armies commanded by generals representing a third party (such as the emperor) rather than the contractee (for example, another German prince).[36] Those sent overseas were most at risk, as Württemberg discovered when it hired a regiment to the Dutch East India Company in 1786. Of the 3,200 soldiers who served during the unit's 22-year existence, fewer than 200 returned home when it was finally disbanded in 1808.[37]

The terms relating to recall could be combined with a clause concerning the potential renewal of the agreement, usually specifying a negotiation window during which either one or both sides could signal their willingness prior to expiry. French agreements with German princes often included this in the mid to later eighteenth century. Where a renewal was only finalized after expiry, it could be backdated to ensure seamless continuity, including of the payment of any subsidy.

## Financial terms

Any consideration of the terms governing payment must acknowledge that the contractor's recompense was not always or exclusively monetary. Several German princes secured the appointment of their—very young—sons as nominal colonels of regiments provided to Venice during the Turkish War of 1683–99 in a move intended to advance their military careers.[38] When more substantial political concessions were

involved, they were covered by separate, usually secret, articles attached at the end of the document. Famous examples include the emperor's concession of electoral and royal titles to Hanover (1692) and Prussia (1700) respectively in return for substantial numbers of auxiliaries.

The financial arrangements were usually detailed in the clauses following those concerning the contractor's obligations. Where included, mobilization money could be arranged as a lump sum or specified payments per man, sometimes excluding the officers. Less often, separate payments were included to cover equipment like artillery. Arrangements for the troops' maintenance varied considerably from highly detailed lists specifying pay and provision rates for each rank, to vague general statements. The latter were quite common in agreements with the emperor which often stated simply that the units simply would pass into imperial *Verpflegung* (supply) for a designated period. Most agreements specified that auxiliaries would receive the same pay and provision rates as the contractee's troops to reduce resentment between soldiers serving on the same side. Similar arrangements were often written into clauses about accommodation, winter quarters, or medical services where such aspects were included. Capitulations for foreign regiments often omitted any details of pay and provisions because it was clearly assumed that the unit would pass permanently into the contractee's service and become his responsibility. However, the Swiss insisted on guarantees for higher pay, exemptions from certain taxes, and various other special privileges.

Refunds for the costs of replacing casualties were denounced as blood money during the later nationalist critique of subsidy treaties, but in fact mirrored the practice of the regimental economy, whereby the warlord reimbursed the expenses incurred by the company commanders in keeping their units up to strength. Auxiliary conventions included additional demobilization money, usually by continuing maintenance payments a month or so beyond the soldiers' return to soften the financial blow to the contractor, who frequently lacked the means to retain all of them in his service for long.

Subsidies were separate to these payments, either substituting for them entirely (thereby merely subsidizing the total cost), or as a supplement. They were often paid in peacetime as a retainer, being replaced by direct maintenance if the troops were called to serve the contractee. Britain

was notably generous in continuing subsidies in the eighteenth century even when it took auxiliaries directly into its own pay and, after the 1740s, began paying them for up to several years after a war as substitute demobilization money.

Payments were tied to the commencement arrangements. Mobilization money was often split into two instalments, with the first payable upon ratification and the second when the troops were mustered into the contractee's service, which was also the normal start for maintenance. Arrangements with the Austrian Habsburgs were often more complex because the emperor rarely had the funds to pay subsidies or even maintenance fully in cash, and instead manipulated the Empire's system of collective security to assign official taxes owed by some territories to refund the expenses of princes supplying him with auxiliaries.

The last clause invariably contained the arrangements for ratification and sometimes required the parties to keep their agreement secret. The coexistence of two calendars throughout much of Europe led to two dating systems when Catholics and Protestants were party to the same agreement. The place of negotiation was occasionally omitted, though this appears to have been more of an oversight than a deliberate attempt to conceal negotiations. The placement of the envoys' signatures carefully followed the prevailing diplomatic protocol, with the names appearing in a set sequence, either one after the other, or in parallel. Usually, the contractee's representative signed first when the names appeared consecutively, or on the left-hand side of the page if the names were placed in parallel. The contractor's envoy accordingly either signed second, or on the right-hand side of the page. Where one or both parties were represented by more than one envoy, the names appeared in their assigned places in order of the individual's social and political rank, with the senior figure placed ahead of his juniors. Where two or more parties were represented as either contractee or contractor, the sequence of names was dictated by their rank, rather than that of the envoys present. For example, British representatives signed ahead of those from the Dutch Republic for joint Anglo-Dutch agreements between 1688 and the 1750s. Seals were normally affixed after the names, though they could appear alongside each person's signature, particularly where more than one party was represented as either contractor or contractee.

## Conclusions

These formalities demonstrate how the military agreements conformed to prevailing diplomatic practice and reflected the deep-seated social and political hierarchies. Studying them contributes to the history of knowledge, as well as of political and military affairs, by revealing how obligations were delineated and ordered, and how the supporting information was set out. All four types of contracts had assumed standardized forms by the mid seventeenth century, but thereafter showed little further innovation, suggesting that the ability to learn by experience was only partial. Agreements repeated the same ambiguities and omissions, despite the frequency of disputes over payment arrears and various real or alleged failures to fulfil the terms. The relatively static character of these documents suggests that we should not exaggerate the impact of the material problems associated with them. Despite their obvious flaws and the almost complete lack of any supranational means to enforce them, these contracts still functioned well enough. They exemplified how Europe's multitude of states and non-state actors shared a common culture. Those involved knew what to expect and how to operate. Their ability to cooperate across boundaries contributed significantly to states' ability to compete violently in Europe's numerous wars.

## Notes

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2 Svante Norrhem, *Mercenary Swedes: French Subsidies to Sweden 1631–1796* (Lund 2019), 85–103.

3 Matthew McCormack, 'Citizenship, Nationhood and Masculinity in the Affair of the Hanoverian Soldier, 1756', *Historical Journal* 49/4 (2006), 971–93; Helene Olsen, 'The Social Construction of Mercenaries: German Soldiers in British Service during the Eighteenth Century', *Small Wars & Insurgencies* 33 (2022), 92–111; Friederike Baer, 'The Decision to Hire German Troops in the War of American Independence: Reactions in Britain and North America, 1774–1776', *Early American Studies* 13/1

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8 Philippe Rogger & Benjamin Hitz (eds), *Söldnerlandschaften: Frühneuzeitliche Gewaltmärkte im Vergleich* (Berlin, 2014); Norbert Furrer et al. (eds), *Gente ferocissima: Mercenariat et société en Suisse (XVe–XIXe siècle)* (Zurich 1997); Chen Tzoref-Ashkenazi, *German Soldiers in Colonial India* (London 2017).

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