

UNCERTAIN CREDIT:
MELVILLE'S AFFECTIVE ECONOMIES

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Abstract

Despite taking place in putatively “lawless” settings, Melville’s maritime fiction maps complex economies of obligation: characters draw up contracts, extend credit, and broker promissory exchanges for goods among themselves, in spite of the absence of any state or legal authority which would enforce their agreements and thereby guarantee the speculative values they call into being. Instead of being underwritten by the law, these contractual relations are characterised by their affective conditions of possibility. In these works, transacting business with strangers in mobile and itinerant spaces requires characters to develop ways of reading the character and creditworthiness of others in order to suppress suspicion and install confidence in its place. Taking “Benito Cereno” (1855) and *The Confidence-Man* (1857) as its key texts, this thesis tracks these economies of obligation as they emerge in and around Melville’s maritime fictions, which solicit the credit and trust of their readers while continually revising and renegotiating the terms on which that credit is to be extended. By interpolating spurious or broken contracts between characters into the structure of their narratives, these texts foreground the unstable or even illegible terms of the contract which literary texts make with their readers.

Introduction

Herman Melville's *Pierre; or, The Ambiguities* (1852) ends, memorably, with a breach of contract. In the final pages of his account of a would-be philosophical novelist, Melville's young, eponymous hero receives a letter from his publishers, Steel, Flint, & Asbestos, accusing him of failing to deliver the "popular novel" stipulated by his contract:

SIR:—You are a swindler. Upon the pretense of writing a popular novel for us, you have been receiving cash advances from us, while passing through our press the sheets of a blasphemous rhapsody, filched from the vile Atheists, Lucian and Voltaire. Our great press of publication has hitherto prevented our slightest inspection of our reader's proofs of your book. Send not another sheet to us. Our bill for printing thus far, and also for our cash advances, swindled out of us by you, is now in the hands of our lawyer, who is instructed to proceed with instant rigor. (356)

Rather than emerging at the end of the novel, however, the figure of a breach of contract might be said to structure the encounter between reader and text implicit in the novel as a whole. In a letter to the English publisher Richard Bentley in April 1852, Melville attempted to renegotiate the terms of Bentley's offer of half-profits with no advance for *Pierre* by arguing that his new novel will be "very much more calculated for popularity than anything you have yet published of mine — being a regular romance, with a mysterious plot to it, & stirring passions at work" (*Correspondence* 226). For Melville, his proper name and reputation as an author involve peculiar calculations of commercial viability and credit, so that "the success,

(in a business point of view) of any subsequent work of mine, published by you, would tend to react upon those previous books” (226). Though he concedes that the “saleableness” of those “previous books” does not “look very favourably for the profit side of your account,” he explicitly asks for the line of credit implicit in his fame as an author to be extended: “would it be altogether inadmissible to suppose that by subsequent sales the balance-sheet may yet be made to wear a different aspect?” (226). The novel, once published, achieved almost none of its promised commercial success. An unsigned review in the New York *Herald* from the same year voices the immediate readerly sense of the breach of contract *Pierre* generates for readers who “begin by treading in the wake of a known author”: “If our senses do not deceive us, Mr. Melville will rue his desertion of the forecastle and the virgin forest, for the drawing room and the modest boarding-house chamber. [...] Mr. Herman Melville, the author of *Typee* and *Omoo*, we know; but who is Mr. Herman Melville, the copyist of Carlyle?” (Branch 310). But the text itself appears all too knowing about the disappointment its change of scene and generic register would provoke among readers. With the accusation of a generic and authorial “swindle” interpolated directly into its narrative discourse, *Pierre*’s reader encounters what Roland Barthes, in *S/Z*, describes as a form of narrative which is overtly “subject to contract”; that is, bearing on its surface “economic stakes” which are “no longer restricted to the publisher’s office but represented, *en abyme*, in the narrative” (89).¹

This thesis argues that the enfolding of structures of credit and contract into the texture of Melville’s narratives is not premised on, or at least does not begin with,

¹ Although she does not cite Barthes directly, I am indebted here to Peggy Kamuf’s discussion of *Pierre*’s contractual *mise en abyme* in her important essay “Melville’s Credit Card”: “[I]f the novel *Pierre* gives one to read the letter that denounces its own swindle, one would still perhaps have to hesitate before crediting the notion of that other calculation, namely, the calculation of popular ‘success’ that would succeed in dissimulating the hidden bottom of its failure. Here, on the contrary, the failure of the popular genre seems to have been anticipated and displayed” (181).

his alleged abandonment of the forecastle for the drawing room in *Pierre*. Rather, contract and credit are a structuring presence even in the virtually ‘lawless’ spaces mapped by Melville’s maritime fictions. These texts, in quite different ways and in different geographic and temporal locations, unfold within and across oceanic spaces marked at once by their externality to the enforcing power of the law *and* by their permeability to networks of contractual obligation and accountability. In *Moby-Dick* (1851), Starbuck figures himself, while contemplating some mutinous violation of his “flat obedience” to Ahab’s “flat commands,” as a man “alone here upon an open sea, with two oceans and a whole continent between me and the law” (559). But this figuration emerges directly, and perhaps paradoxically, from his persistent sense of obligation to the pecuniary interests of the *Pequod*’s owners and the distant “Nantucket market” by which they are metonymically registered in the text (177).

“Benito Cereno” (1855) too, takes place in an otherwise uninhabited Pacific harbour defined by its “lawlessness and loneliness” (55), but nevertheless involves the formation of numerous compacts and contractual agreements, especially between its eponymous character and the American captain Amasa Delano, a commander whose actions are at least notionally circumscribed by the “duty owing to the owners” of his ship in Duxbury, Massachusetts (118). *The Confidence-Man* (1857), which traces a riverboat voyage over a single day through multiple states and jurisdictions along the Mississippi River, depicts a series of fraudulent transactions among a rotating cast of “operators” and anonymous strangers, many of whom demand “documentary proof” (13) of the validity of their exchanges; these include, in one scene, a written agreement intended to put mutual agreement and trust between two strangers “in black and white” (235).

In the chapters that follow, I trace the production and subsequent dissolution of unstable or spurious contractual arrangements in two of Melville's works — “Benito Cereno” (1855) and *The Confidence-Man* (1857) — which, read together, might constitute two significant points in the downward trajectory traced by his flagging commercial and critical fortunes throughout the 1850s. Both of these works turn on structures of contractual obligation and the extension of credit: characters draw up contracts, extend credit, and broker promissory exchanges for goods or services among themselves. Significantly, these agreements and contracts take place in the absence of any state or legal authority which would enforce their performance and thereby guarantee the speculative values they produce. Instead of being underwritten by the authority and enforcing power of the law, these unstable contractual relations, I argue, are distinguished by their affective register. Entering into a contract in mobile, maritime settings involves, perhaps more than is usual, the mobilisation of a particular set of affective investments — not only in the creditworthiness of particular individuals but in the very ideals of trust, mutuality, reciprocity, and what one of Melville's characters calls “responsive fellow-feeling” among strangers (*Confidence-Man* 235).² The formation of a contract in nominally extra-legal settings, then, depends, among other things, on the extension of mutual confidence and the suppression or containment of suspicion. In both “Benito Cereno” and *The Confidence-Man*, these affective investments take place through the development of interpersonal reading practices which promise to enable characters to read the character of others through their appearance, costume, and countenance. By

² I take the term “affective investment” from Lawrence Grossberg, who argues against the conception of affect as “pure intensity” without “form or structure” by suggesting that the “affective plane is organized according to maps which direct people's investments in and onto the world” (82). For the most sustained critical application of Grossberg's notion of “affective investments” to Melville's work, see Ngai, *Ugly Feelings* 38–88.

dramatising attempts to render the character or creditworthiness of strangers externally legible, these texts draw attention to the complex connections between reading — and in particular, reading *character* — and the extension of credit which is integral to the formation of contracts. In the process, they foreground the often spurious and illegible contracts Melville's texts extend to their reader, and the changing forms of credit which they solicit in the moment of reading.

Contracts without Law

Already it is clear that the kinds of agreements and modes of credit I am constellating under the term 'contract' are broad, encompassing written and verbal agreements of varying degrees of binding force and legitimacy. Yet to speak of contract at all — and the whole host of legal and economic forms of obligation which such a term might conjure — is almost immediately to court definitional uncertainty. Tony Tanner points to this ambiguity in the concluding remarks he offers in his *Adultery in the Novel*:

Contracts, pacts, mutual commitments and agreements—these range from the most officially sanctioned and defended to the most private, improvised, and socially nonvalidated. I have not, I am aware, sufficiently differentiated between the socially recognized and ordained contract, marked by signatures and often surrounded by reinforcing symbolic rituals, and those less visible, more metaphoric contracts, such as the contract we enter into when we participate in a language [...] or the more elusive contract between the writer and reader of a novel. (373–74)

Although bringing disparate and potentially incompatible forms of agreement, compact, and contract together in this way risks erasing important analytic distinctions — between, for example, the social contract and a contract entered into by private individuals — these works attest to the need to keep the conceptual elasticity of contract in view. ‘Contract’ may elude any stable or single definition, but the contracts entered into by Melville’s characters are themselves elusive, emerging not only at the borders of settled jurisdictions but skirting the edges of legal discourse. Like Brook Thomas, I use the term contract to designate “a mutually agreed upon exchange of obligations that [...] draws people together” (*American Literary Realism* 1). Contract thus names a mode of sociality among strangers, or a set of affective bonds, as much as a legal instrument supervised by the state. To this end, in the more established critical vocabulary of law and literature, many of the agreements I conjugate under the term contract here might be more accurately described as “near-contractual,” a term which Elizabeth Anker uses to describe “tangled webs of mutual indebtedness and interdependence,” as well as “intricate networks of precarity and obligation” which “extend from formally and informally juridical practices” without being wholly assimilable to them (222). By selectively appropriating the norms and apparatuses of the law without being absorbed by them, the contracts I consider here refuse any stable or given juridical encoding, and interrupt the sense of the taken-for-granted which attends the conventional relation of the state to mechanisms of contractual exchange.

Melville’s fiction has long proven amenable to critics working at the borders of literary and legal history. This is partly because histories of the law and legal processes are already part of the texture and subject matter of many of his works, and especially those set on men-of-war, such as *White-Jacket* (1850) and *Billy Budd*

(1891; published 1924). In *White-Jacket*, martial law, which serves to transform a potentially “ungovernable” maritime collective (9) into thoroughly individuated and “docile” labouring bodies (148), is the most significant of the abstract relations Melville’s novel maps within the hermetic representational zone of the U.S. man-of-war *Neversink*. In the absence of legitimate avenues for appeal, and in a space in which the captain’s “word is the law” (23), the novel itself emerges as a site of dissent. Near the end of the book, Melville’s eponymous narrator takes issue with the “remarkable fact” that the majority of the crew of the *Neversink* had “resolved forever to turn their backs on the sea” upon the expiration of the voyage: “On this point, let some of the crew of the *Neversink* be called to the stand” (390). The figure of the witness-stand — and its spatial formulation of the text as a court of law in which mariners from the voyage may be called to give testimony — is striking even in a novel which devotes significant passages to the exposition and interpretation of legal documents, including the “tyrannical rigor of the Articles of War” (385). Similarly, the central position enjoyed by *Billy Budd* in the canon of law and literature is secured by its climactic rendering of the “drumhead court” convened by Captain Vere (302), and its attention not only to the improvisatory apparatuses of martial law but to the generic contours of juridical process and rhetoric as a “moral dilemma involving aught of the tragic” (303). *White-Jacket* and *Billy Budd*, then, both fold the space of the court and the logic of juridical procedure into the space of the novel.

If the courtroom can be construed as the privileged scene of a certain strain of law and literature scholarship, and as the element that makes a literary text eligible for legal scrutiny,³ then a number of Melville’s texts make themselves available for such

³ See, for example, Robert A. Ferguson’s recent reading of *Billy Budd* in *Practice Extended: Beyond Law and Literature* (2016). As Paul Gewirtz notes, the broad field which goes by the name “law and literature” can be divided into two categories, “law *in* literature and law *as* literature” (3). It is the first

a reading. But with the exception of the Spanish depositions which serve to bring retrospective narrative coherence to “Benito Cereno,” the narratives in which I am interested do not take place within the exceptional space of the court but unfold, rather, between private individuals in the more quotidian space of the marketplace. This is not to suggest that their privileging of the marketplace over the courtroom renders these texts wholly inhospitable to legal inquiry. Though his study does not locate itself within a law and literature tradition, Michael Rogin’s exemplary biographical study of Melville, *Subversive Genealogy* (1985), offers a model for attentive scrutiny to the relations between the legal sphere and the market, as well as their mutually-constitutive proximity to one another.⁴ One especially conspicuous mode of law and literature criticism has involved efforts to put Melville’s fiction in conversation with contemporaneous developments in American law, especially those adjudicated by Lemuel Shaw, Melville’s father-in-law and (from 1830) the Chief Justice of the Massachusetts Supreme Court. Taking up this line of inquiry, Rogin narrates how Shaw’s “fellow-servant” doctrine, formulated in a decision which would have “enormous consequences” for the trajectory of nineteenth-century employment law, determined that “a factory-owner, unlike a master, was not liable for injuries

category to which I refer here, which, Gewirtz explains, includes “work that examines the representations of law and lawyers in fiction—for example, Melville’s *Billy Budd*, Dickens’s *Great Expectations* and *Bleak House*, Tolstoy’s ‘Death of Ivan Ilych,’” and so on (3). The body of law and literature scholarship which addresses nineteenth-century American contract specifically is comparatively limited: see Brook Thomas’s *American Literary Realism and the Failed Promise of Contract* (1997) and Stephen Best’s *The Fugitive’s Properties: Law and the Poetics of Possession* (2004).

⁴ For some historians of American capitalism, these crossings are so dense as to render the two spheres essentially inseparable. As Martin J. Sklar argues: “There can be no modern capitalist market, as a sustained and stable system of social relations essentially coterminous with society as a whole, apart from the complex development and the certainty of the law. The law is the Latin of the market, just as the language of money and prices is the Vulgate. [...] The whole structure of equity, credit, debt, liability, and obligation—the whole network, that is, of contractual relations and property rights that constitute a viable investment marketplace—rests upon the foundation of known law and reliable judicial process” (86–87). In short, the law “is not some ‘reflection’ of, or ‘superstructure’ hovering above, capitalist property and market relations; it is an essential mode of existence and expression of those relations” (89).

sustained by his workers on the job” (248). This legal decision, and the wider cultural delamination of “kinship networks and business practices” which it at once announced and advanced, would find, Rogin argues, its literary articulation in *The Confidence-Man* (248). When asked to make a loan on the basis of friendship and common feeling, one of the novel’s characters, Egbert, denies his interlocutor’s request on the grounds that a “loan of money at interest is a sale of money on credit. To sell a thing on credit may be an accommodation, but where’s the friendliness?” (203). For Rogin, the historical Shaw and the fictional Egbert become unknowing collaborators in a particular ideological programme: “Shaw spoke for pure business, Egbert for pure friendship. Together they emancipated the economy from personal obligation” (249). Legal and literary figures, in Rogin’s account, become co-authors of the social text of the particular cultural and historical moment from which both emerged. The novel and the judicial opinion, by this account, are fundamentally porous and interconnected modes of writing: always already sharing the same discursive and cultural space, important formal and theoretical boundaries between them are rendered invisible.

The limited body of existing law and literature scholarship on contract in Melville has critical aims which are quite separate from my own. The law and literature movement, Elizabeth Anker notes, has typically “taken the national and local as its main points of reference” (210). Accordingly, the referential scope of Melville’s contractual economies has largely been circumscribed by the nation-state as a jurisdictional and analytic container. Jeannine Marie DeLombard has done much to make the lively connections between Melville’s short fiction and contemporaneous developments in American jurisprudence and contract law visible and available for critical scrutiny. Her work on “Benito Cereno” emphasises forms of national

citizenship and legal personhood by attempting to apprehend the story “in its own mid-century print and legal contexts,” including legal concerns over the “probative value of testimony versus circumstantial evidence” and ongoing doubts surrounding the unstable “semiotics of national identity” in the period (*Shadow* 260). Like Rogin, DeLombard reads Melville’s story against Shaw’s juridical record in order to reinsert it into the specific “rhetorical climate” of a period in which the modes of property and legal personhood instated by slavery were beset by new forms of instability and illegibility (“Salvaging” 42). Brook Thomas’s work on the story similarly reads the tale for textual traces of Shaw’s ruling in the *Sims* case in 1851, which upheld the Fugitive Slave Law. Thomas’s work on the peculiar place of contract in *The Confidence-Man* — an otherwise critically understudied aspect of the text’s various transactions — repeats the logic of these accounts in that it attempts to impose the stability of juridical process on the “bizarre yet plausible” agreements and transactions staged in the novel (*Cross-Examinations* 185), thereby imaginatively restoring to the text the very jurisdictional boundaries which it traverses and renders permeable.⁵

By reinserting these texts into the national situations and jurisdictions in which they were written and published, accounts which belong to the tradition of law and literature have in this way tended to efface the “lawlessness” of their settings (“Benito Cereno” 55), and to close their crucial distance from the legal institutions which would normally underwrite and guarantee the promises encoded in their characters’ agreements.⁶ This thesis foregrounds these texts’ lawlessness in order to preserve their

⁵ Considering the fraudulent transaction staged between the barber and the cosmopolitan in the final scenes of the novel, Thomas argues: “In the eyes of the law it would be the barber, not the Cosmopolitan, who has broken the terms of the contract,” and therefore he “will not be able to seek remedy in court to be compensated for his labor” (*Cross-Examinations* 185).

⁶ One exception here is worth noting. In an account otherwise devoted to tracing links between “Benito Cereno” and antebellum law, DeLombard points the extra-jurisdictional character of the “ocean

maritime settings as sites of generative ambiguity. In the conventional nineteenth-century understanding of contract, the state appears “in collaboration with the individual, recognizing and enforcing the desires of its subjects, holding them accountable neither to religious nor to civic morality but only to the wants they have themselves expressed,” albeit without attention to the substantive equality or inequality of the exchange (Michaels 127). But the contractual economies mapped by “Benito Cereno” and *The Confidence-Man* unfold at the edges of these state structures of recognition and enforcement. Preserving this marginal and precarious relation to the apparatuses of the law is crucial if we are to apprehend these works on their own, specifically literary terms and modes of operation.

Law and literature accounts, often emphasising the former term over the latter, have at times served to abstract legal instruments from the specific interpretative challenges these texts pose as works of literature. If the law, as Barbara Johnson writes in her highly suggestive and productive essay “Melville’s Fist,” intervenes in a text such as *Billy Budd* as that which effects the “forcible transformation of ambiguity into decidability,” then these salutary attempts to reintroduce these texts into the space of the law have the added effect of making it virtually impossible to “read ambiguity *as such*” (597, emphasis in original). Significantly, although “Benito Cereno” ends with a scene of legal judgement, the texts which I consider at length here at once thematise and generate interpretative *indecision*: characters waver between suspicion and confidence in the narratives, countenances, and costumes presented to them. At the same time, descriptions of the reading experiences generated by these works have

setting” of “Benito Cereno” when she argues that “the contract between Babo and Cereno acquires its force not by being enacted within a particular jurisdiction but, instead, by occurring in what Alexis de Tocqueville calls ‘the shadow of the law’” (47). Tocqueville’s phrase, as she summarizes it, “designates the process by which, outside of any official legal institutions or their recognized representatives, lay people draw on popular notions of legal norms and procedures to structure and authorize their relationships with each other” (47).

often emphasised their evasions, illegibility, and ambiguities. Preserving the ambiguity produced by a lawless or extra-jurisdictional setting — and forestalling the scene of judgement asserted by the interpretative procedures of the law — is therefore crucial to the recognition of the text *as literary* in the first place. This recognition, in turn, allows us to attend to the relationship between the failures of contractual obligation represented *in* these works and the failure of the elusive contract literary texts make with their readers. To this end, this project aims to recognise and to engage with these texts' historical embeddedness in antebellum jurisprudence while maintaining what I take to be a necessary disciplinary distance from it. Although I draw at various points throughout this study on aspects of mid-nineteenth-century contract law — for instance, on Morton Horwitz's influential account of the “triumph of contract” in the nineteenth century (160) — my interest is less in contract's status as a legal instrument at a given historical moment than in contract as the most tangible and legible form assumed by relations of credit and obligation in Melville's fiction.

Critical Geographies

Far from dispensing with law and literature wholesale, however, my approach to contractual relations at the edges of the law is made possible by accounts which, taken together, constitute a recent turn towards “deterritorialization” in studies of law and literature (Anker 210). This turn involves a recognition that the interimperial, Spanish-American entanglements traced by “Benito Cereno,” for instance, produce spaces which are at once lawless and intersected by competing national and jurisdictional claims.⁷ Thus while law is often “theorized as clearly localizable,

⁷ For an especially useful example of recent contributions to this deterritorializing turn, see Benton, who argues that the historical weakness of international agreements and other non-occupying legal

definable, and delimitable,” Anker has argued for a conception of law as “a multinodal, far-flung, layered phenomenon that includes within its provenance an array of irregular, informal, bootlegged, and extrajudicial spheres of rule making, dominion, and exchange” (212). Accordingly, while my discussion of credit and obligation in Melville’s work prioritises a legal instrument, this is by no means to imply a territorialist, nation-bounded approach to these questions. Rather, I am interested in contracts and agreements brokered in excess of settled state forms and the legal jurisdictions with which they overlap: that is, my focus is on contracts entered into by strangers in non-territorial “spaces-of-flows” which, despite the lack of an enforcing power, nevertheless serve to facilitate the circulation of capital, commodities, and people (Arrighi 23). If distance, as Thomas suggests, is a crucial aspect of the dynamic of promising, “since a promise is almost always evoked when delivery on an obligation involves a delay” (*American Literary Realism* 30), then preserving the expansive distances mapped by these works, rather than collapsing and enfolding them into the nationally-specific scene and moment of their production, is necessary if we are to attend to the complexities and contradictions of a “placeless market” which is tied to the enforcing authority of the nation-state without being of it (Agnew 196).

This tension between competing critical geographies is constitutive of an ongoing critical impasse in which the impossibility of *placing* Melville definitively in time or space is registered repeatedly. Wai Chee Dimock prefaces her important study *Empire for Liberty* (1989) with the claim that

regimes has “given the oceans an enduring association with lawlessness” (105). At the same time as the ocean was understood as a “legal void,” however, European empires “developed understandings of oceans as variegated spaces transected by law” (Benton 105). Melville’s maritime works, I suggest, play out this representational and cartographic contradiction through the figure of the contract.

Melville will emerge, in my account, as something of a representative author, a man who speaks for and with his contemporaries, speaking for them and with them, most of all, when he imagines himself to be above them, apart from them, opposed to them. [...] Given such a premise, my goal obviously is not to uncover a timeless meaning in Melville's writings, but to multiply within them some measure of their density of reference: to examine them, in short, not in their didactic relation to the twentieth century, but in their dialogic relation to the nineteenth. (6)

The problem with attempting to multiply the dialogic correspondences between Melville's texts and their immediate contexts is that, as Christopher Taylor notes, the "geographic and referential promiscuity" of a text like *Moby-Dick* means that "its context can extend endlessly" (30). Conveniently, however, Dimock wishes to construct a "timely" Melville of a nationally-specific kind.⁸ The primary correspondence which she wishes to substantiate is between the "textual governance" of Melville's works — that is, the "formal logic by which Melville executes his authorial dictates, supervises and legitimizes, affixes meanings and assigns destinies" — and the "social governance of antebellum America," the crucial national context from which it "cannot be divorced" (6–7). For Dimock, then, the terms of Melville's "authorial sovereignty" are "ultimately analogous to the terms of America's national sovereignty" (7).

⁸ Cesare Casarino finds that Dimock's account, while "largely accurate," is "held hostage by an insidious dialectic": "I don't doubt the fact that there is an only too timely Melville to read in his works. But why read it? This is not a rhetorical question. What I want to put into question, in other words, is the desire at work in such a reading: it seems to me that this is to a large degree a reactive desire. In reacting against the myth of the timeless genius, we run the risk of rushing to the opposite pole of this binary relation—namely the timely writer—without, however, having necessarily stepped outside of the conceptual, epistemological, and political perimeter of the binarism" (xxxviii).

Dimock's reading programme still has much to teach us, even if in the following pages I will largely define my own reading practices against it. Her account, in which the terms of national and territorial sovereignty map neatly onto the terms of authorial agency, is difficult to square with either "Benito Cereno" or *The Confidence-Man*. Both of these texts, as the following chapters will demonstrate, refuse to affix meaning or render sovereign judgement in the way Dimock describes, instead dwelling on moments of illegibility, ambiguity, and indecision. As the correspondence surrounding *Pierre* underlines, Melville's apparently unbounded exercise of authorial sovereignty bears traces of its subordination to market mechanisms of credit and contract: indeed, if my own account has an authorial "exercise in freedom" (Dimock 7) in mind, it is the freedom of contract, in which subjects of capitalist economies must submit their labour to the logic of exchange and the market (this is a problem to which I will return below).

Though my own reading practices also put Melville in "dialogic relation" with antebellum law and culture, reconstructing this dialogue requires us to be alert to the limitations of nationally-oriented analytic frameworks, and the ways in which they can delimit — and not always usefully — the kinds of meanings these texts make available to us in advance of our encounters with them. The mode of reading which Dimock adumbrates here risks not only privileging the national context as the only legitimate or compelling one, but, in the same gesture, reifying the nation-state as a cohesive historical and literary phenomenon. This is to say nothing of the fact that, as these critics are aware, the historical context to which either of these texts is returned in these accounts was itself characterised by heightened "insecurity over national cohesion" (Ngai 61) and anxiety over the proper jurisdictional scope of American empire. Attempts to reinsert these texts into a national jurisdiction might serve,

moreover, to expand the borders of antebellum American law to encompass even the virtually “lawless” Pacific harbour in which “Benito Cereno” is set (55). This capacious national-critical geography risks producing an expansionist, imperial hemispheric American studies which, over time, enfolds more and more disparate sites into its critical jurisdiction.⁹ At the same time as this mode of reading asserts its own expansive reach, attempts to recover a Melville ‘in dialogue’ with a specific national moment require a consciously selective and narrow view of any given text’s historical interlocutors: in the cultural dialogues reconstructed with imaginative force and precision by Dimock and Rogin, Melville’s fiction responds primarily to figures such as Thomas Jefferson and Lemuel Shaw. But *The Confidence-Man*, a novel in which Shakespeare figures as prominently as Emerson, underlines the transatlantic and transnational dialogues that are effaced when the nation-state becomes the standard, or even the *only*, meaningful unit of analysis. As Peggy Kamuf argues, the novel is a “not wholly unobnoxious intruder in American literature insofar as the latter takes itself, identifies itself as literature and as American” (Kamuf 220). Rather than reading these works for a set of nationally-specific, time-bound meanings, I attempt in what follows to trace a set of reader-relations and economies of obligation transacted across space and time. Just as contract involves a particular spatio-temporal logic, enabling and indeed requiring transactions involving distance and delay, the transactions literary texts enact with their readers exceed any one place or historical moment. In adopting this lens, I draw on ongoing theoretical attempts to disrupt the putative solidity of the nation-state as an analytic container in favour of new, more adaptable critical geographies — frameworks which emerge *from* the scenes of

⁹ Similar charges have been levelled at the “hemispheric turn” in American studies in recent decades: see Bauer 236.

exchange constructed by our objects of study rather than being imposed from outside them.¹⁰

Studies of Melville in recent years have furnished a number of alternative reading practices to the nationally-oriented and synchronic mode of reading Dimock describes: these include practices which, as Amy Kaplan puts it, attempt to construct new frameworks for “imagining modes of sociality and collectivity” which do not reproduce the nation-state as an epistemic and ontological given (43). Hester Blum, for example, reads Melville through the lens offered by the emerging field of “oceanic studies,” a field which takes up transnational studies’ “desire to trace literary movement beyond a given political boundary” but with renewed attention to the specific properties and conditions of the ocean itself as a scene of exchange, attachment, and affiliation (24).¹¹ In this thesis, I am similarly concerned with attending to the (perhaps unexpected) ways in which subjects in transnational, maritime settings might be bound together in affective webs of obligation, mutual trust, and reciprocity. The contractual arrangements I attend to here are, in an important sense, specific to and products of the maritime spaces in which they are formed: unfolding outside any stable jurisdiction, they describe modes of obligation which are irreducible to the terms of national sovereignty or the enforcing structures of the law.

¹⁰ To this end, the critical cartography I draw on here comes closer to the one Dimock would later formulate in *Shades of the Planet*. Arguing for the analytic usefulness of a language of set and subset, Dimock writes: “‘American literature’ is best understood as a subset in this sense. The field does not stand to be classified apart, as a nameable and adducible unit. [...] [W]hat we nominate as ‘American literature’ is simply an effect of that nomination, which is to say, it is epiphenomenal, domain-specific, binding only at one register and extending no farther than that register” (“Planet and America” 4). In this spirit, the structures of contract and credit are intended here as specific “entry points to a broad continuum” (Dimock, “Planet and America” 8).

¹¹ For another study of maritime fiction which adapts transnational paradigms to afford greater attention to the specifics of maritime praxis and sociality, see Cohen, *The Novel and the Sea*.

Economies of Feeling

My emphasis on contract as a mode of common *feeling* may seem counterintuitive. What could be more prosaic, more *unfeeling* than the “formalized and reified” (Best 82) structures of modern contract? But this assumption that contract necessarily eschews feeling prevents us from attending to the intersubjective and affective conditions which underwrite promissory exchanges.¹² The compelling narrative Rogin constructs of the antebellum marketplace, in which “contractual relations replaced the claims of the heart” (27), argues that the mid-nineteenth century is distinguished by an ever-widening gap between an affectively-dense and sentimental domestic sphere and the calculating, rational, and anonymous sphere of market exchange. In turning to Melville’s representations of contractual relations in maritime settings, the close readings I undertake here tell a rather different story. In “Benito Cereno” and *The Confidence-Man*, contractual relations are themselves distinctly affective. Without the enforcing power of the law to guarantee the security of their promises, these contracts depend for their validity upon a form of mutually-invested trust, as well as the maintenance of confidence in the fulfilment of promises and in systems of credit as a whole. In this sense, they constitute what Craig Muldrew, in his study of the culture of credit in early modern England, calls an “economy of obligation.” In its emphasis on calculable rationality, modern political economy, he argues, has largely evacuated the extension of credit of its “immediate emotional content”:

¹² Legal discourse, as Ravit Reichman notes, takes pains to “address its affective thickets in neutral terms, scrubbing and sanitizing, distancing and depersonalizing” (109). Nevertheless, she argues, “[l]aw’s ‘field’ is nothing short of affect itself; one would be hard pressed to find a legal proceeding that did not traverse an affective terrain in some fashion”: even the “most bureaucratic procedures—filing one’s taxes, writing a will, obtaining a marriage licence—can signal untold depths of feeling” (109–110).

Rationality in such theory is considered to be simply the instrumental calculation of individual preferences, rather than the maintenance of trust. [...] But in early modern discourse about the market, economic trust was interpreted in terms as emotive as other forms of human interaction such as neighbourliness, friendship and marriage, while, conversely, interest and contract, which now might be thought of as purely pragmatic economic relations, were concepts applied to a much broader spectrum of social interaction” (Muldrew 125).

The withdrawal of the state from these fictions throws the affective conditions of possibility for contractual exchange into sharper relief. The affective dimension of these exchanges, especially for early modernists, should come as no surprise: “credit,” of course, includes in its range of meanings the “idea of trust or belief” (Hutson 3). Just as the extension of credit or the making of a contract by actors in an emerging market economy consisted of a “series of judgements about trustworthiness” (Muldrew 148), so too do Melville’s maritime fictions render visible the processes through which strangers in lawless marketplaces assess one another’s creditworthiness, solvency, and credibility. Characters must learn not only to judge but to *read* one another’s creditworthiness in their external appearance: “Benito Cereno” and *The Confidence-Man*, accordingly, turn on attempts to render the true character of strangers externally legible and available for scrutiny. The maintenance of trust and the continued extension of credit, I argue, depend upon the viability of these reading practices.

While Muldrew uses “emotional content” to designate the maintenance of trust or confidence in credit economies, in this project I will primarily refer to this indispensable but notoriously elusive content as *affect*. Although affect and emotion

are often deployed interchangeably, attempts in recent decades to distinguish the two conceptually reflect, Sianne Ngai argues, the extent to which the “subjective dimension of feeling” seems to “undercut its validity as an object of *materialist* inquiry” (25). This perception persists despite the fact that there is now wide acceptance among literary and cultural critics that emotions, far from naming an inaccessible sphere of “merely private or idiosyncratic phenomena,” are fundamentally social (Ngai 25, emphasis in original).¹³ For my purposes, however, the distinction is a useful one. My use of affect is informed by Brian Massumi’s argument that affect can be distinguished from the more subjective and private content signified by emotion, naming instead an “unstructured” but nevertheless “highly organized” content which escapes confinement in any “particular body” or sensorium (35, 260n3). I do not necessarily share Massumi’s conception of affect as unstructured, since, in the following chapters, I will argue precisely for its structuring force, especially when it is formalised and reified in the form of a contract. For Massumi, then, as for Lawrence Grossberg, emotion “requires a subject” while affect does not (Ngai 24). Citing appeals to the stock market in public discourse as an index of public “confidence” in the “health of the economy,” Massumi argues for the “ability of affect to produce an economic effect more swiftly and surely than economics itself” (45). This ability to apprehend affect through economic indicators suggests that affect is a “real condition, an intrinsic variable of the late capitalist

¹³ As Ngai notes, Raymond Williams was “perhaps the earliest to argue” (25) for this essentially social character of feeling: specifically, a “kind of feeling and thinking which is [...] social and material” in its location and effects, though its materiality initially escapes conscious perception (131). Though a great deal of indeterminacy has resulted from the inexhaustibly broad and even incompatible contexts in which it has been deployed, these “structures of feeling” name “a social experience which is still *in process*, often indeed not yet recognized as social but taken to be private, idiosyncratic, and even isolating, but which in analysis (though rarely otherwise) has its emergent, connecting, and dominant characteristics, and indeed its specific hierarchies. These are often more recognizable at a later stage, when they have been (as often happens) formalized, classified, and in many cases built into institutions and formations” (132).

system, as infrastructural as a factory” (45). For these theorists, ‘affect’ conjures a plane of material and legible processes which have much in common with, but are not reducible to, the forms of idiosyncratic, subjective feeling we call emotion.

Melville’s fiction offers a useful site for testing the affective infrastructures of contractual exchange. *Moby-Dick* contains an especially sublime dramatisation of the capacity for formalised affect to traverse subjective boundaries and to bind together subjects into new collectivities — in one memorable phrase, federating them “along one keel” (132). Announcing in “The Quarter-Deck” scene that the purpose of the *Pequod*’s voyage is not capital accumulation (the distant pecuniary interests figured by the “Nantucket market”) but rather a recuperative mission organised around “vengeance” (“this is what ye have shipped for men!”), Ahab responds to Starbuck’s objections by recasting affect in the calculable and alienable form of a commodity: “If money’s to be the measurer, man, and the accountants have computed their great counting-house the globe, by girdling it with guineas, one to every three parts of an inch; then, let me tell thee, that my vengeance will fetch a great premium *here!*” (177–78). It is not just that Ahab asserts the incalculable weight of his own affective investments by appropriating the idiom of market relations, but also that, as Christopher Taylor has argued, he “ritualizes the genre of the contract” (47). For Michael Rogin, too, Ahab renders the “marketplace contract” transcendent, turning it to his own non-pecuniary ends (129). Unlike Ishmael’s signing of his contract to ship on the *Pequod*, during which Bildad and Peleg “subject him to a humiliating evaluation and devaluation of his skills,” Ahab’s “intimate, voluntarist and masculine splicing of hands” simulates a “moment of contract formation” while at the same time signifying the crew’s incorporation into an entirely “new economy” of value relations

orchestrated around the largely non-value-bearing doubloon that he posts as a reward for the white whale's capture (Taylor 47).

Ahab's newly-founded economy of "vengeance" depends for its federating force upon affect's tendency to slip its subjective origins. Even before he announces the revised mandate of the voyage, Ahab deploys a dialogic rhetorical structure which leaves his crew gazing "curiously at each other, as if marvelling how it was that they themselves became so excited at such seemingly purposeless questions" (175). So effective is Ahab's ritualised contract that it "seemed as though, by some nameless interior volition, he would fain have shocked into them the same fiery emotion accumulated within the Leyden jar of his own magnetic life" (180). The quasi-contractual genre of the oath, then, having "welded" the *Pequod*'s crew together in a common economy of obligation, depends most of all on affect's capacity to exceed any idiosyncratic, private, or subjective point of origin. Ishmael, accordingly, confesses soon after that a "wild, mystical, sympathetical feeling was in me; Ahab's quenchless feud seemed mine" (195).

The range of Melville's affects is broad, extending from Ahabian rage to Captain Delano's vague "uneasiness" ("Benito Cereno" 55). My interest, however, is not in Ahab's "ritualised" contract but in far less dramatic, maritime versions of the "ordinary capitalist contract" which Ahab's oath is intended both to replace and to make transcendent (Taylor 47; Rogin 129). Following Sianne Ngai, my concern here is not to trace the sublime itinerary of *Moby-Dick*'s "wild, mystical" feeling but to track the shifting and unstable forms of comparatively 'minor' or unprestigious affects such as confidence or suspicion. In this way, this thesis emerges from "a preference for texts that seem oddly impassive" or even emotionally illegible: "the tonally ambiguous *Confidence-Man* rather than the rage-driven epic *Moby-Dick*"

(Ngai 10). The “infrastructural” and perhaps even “intrinsic” role played by these minor affects in capitalist systems (Massumi 45) is underlined forcefully in a moment in *The Confidence-Man* to which I will return repeatedly throughout this thesis. Here one of the novel’s nameless “operators,” attempting to broker one of a series of fraudulent and almost interchangeable exchanges represented in the novel over the course of a single day, posits confidence as “the indispensable basis of all sorts of business transactions.” “Without it,” he says, “commerce between man and man, as between country and country, would, like a watch, run down and stop” (128). By asserting the indispensable function of such affects in contractual and credit relations between market subjects, this project also seeks to disrupt the affective quarantine which the law has typically enforced in contract’s vicinity. Rather than abstracting legal instruments from the affective and interpretative entanglements posed by these texts *as literary*, I seek to embed contract and credit within the wider field of market practices, obligations, and attachments that these works map.

Spurious Contracts

In a famous and often-cited letter to Lemuel Shaw, Melville said of *Redburn* (1849) and *White-Jacket* that “no reputation that is gratifying to me, can possibly be achieved by either of these books. They are two *jobs*, which I have done for money — being forced to it, as other men are to sawing wood.” Confessing to having “felt obliged to refrain from writing the kind of book that I wish to,” Melville asserts that “[s]o far as I am individually concerned, & independent of my pocket, it is my earnest desire to write those sorts of books which are said to ‘fail’” (*Correspondence* 139, emphasis in original). This letter, and others like it, offer “ample evidence,” as

Casarino puts it, of Melville's "bitter discovery [...] that writing has now been subjected to the tyranny of the market" (68). In Dimock's account, if *Mardi* (1849) represented an "accession to sovereign authorship," the "yoke of obligation" Melville invokes in his private correspondence articulates his reluctant surrender under market duress (77). But the binary opposition of authorial sovereignty and market obligation which structures this reading of Melville's "poetics of authorial subjection" (Dimock 77) is never called into question. The figure of the contract can, I suggest, help us to step outside this binary for a moment, as well as to see how authorial sovereignty and market obligation might be proximate as well as mutually constitutive terms in Melville's textual economy. If the freedom of contract depends upon a robust conception of the possessive, sovereign individual which stands at the centre of Dimock's study (78), then at the same time the price of this freedom is submission to a textual economy of obligation, in which Melville must meet the mercurial demands of an emergent mass-literary marketplace. The freedom of authorial sovereignty and the obligations imposed by the tyranny of the market, then, share a set of common impulses: as Walter Benn Michaels notes, "from the standpoint of the market, from the standpoint, that is, of the phenomenology of contract, the love of freedom and the love of tyranny are the same thing" (131).

By examining the place of contract and credit *within* "Benito Cereno" and *The Confidence Man*, this thesis aims to make legible a "network of determining relations between literary form and the logic of the market" (Casarino 68).¹⁴ But the market logic which most defines the formal encounter Melville's work stages with its readers

¹⁴ Dimock offers a version of this argument when she suggests that *The Confidence-Man* is "less a representation of nineteenth-century economics than a formal rehearsal of its workings" (188). On Melville's compromised relation to the emerging literary marketplace, see Gilmore 113–53. See also Post-Lauria, who takes issue with the way in which Melville's disparaging assessments of *Redburn* and *White-Jacket* in private are often mobilised by critics (81).

is the logic of contractual exchange: the reader extends credit to the novel or story as a formal-aesthetic object among others which will yield meaning and pleasure over time — an exchange which is necessarily promissory and thus deferred into the future. The contractual idiom I have used to describe this process is, of course, hardly new. The figure of the contract has enjoyed a long and distinguished career in literary criticism broadly speaking, and in narrative theory in particular. Barthes's analysis of the "dizzying device" in Balzac's *Sarrasine* by which "narrative becomes the representation of the contract upon which it is based" (89) inaugurated a long tradition of contractualist accounts of narrative transactions. Fredric Jameson, in *The Political Unconscious*, theorises genres as "social contracts between a writer and a specific public, whose function is to specify the proper use of a particular cultural artefact" (92). The generic contract constitutes, for Jameson, an impossible attempt to "devise a foolproof mechanism for the automatic exclusion of undesirable responses to a given literary utterance," but nevertheless itself "falls casualty to the gradual penetration of a market system and a market economy" (93). Other theorists have taken issue with this contractualist idiom, even while attesting to its gravitational force within studies of realism. Christopher Prendergast, for instance, takes issue with Barthes's "transhistorical" account of narrative transactions, claiming that "in very many cultures, story-telling has nothing whatsoever to do with either the spirit or the letter of 'contract', and everything to do with the laws of hospitality and sociality" (85).¹⁵

¹⁵ Prendergast goes on to provide a reading of Balzac which takes up a number of the issues which will preoccupy me here, including "the problem of legibility" and anxieties surrounding the impossibility of "mapping" a given social landscape (90–95). His conception of contract, however, rejects the affective conditions of trust and mutuality which I have argued are central to the extension of credit: "[T]he notion of 'contract' signifies the exact opposite of 'sociability' and its supporting conventions of trust and understanding. Contracts are regulative mechanisms designed to guarantee the terms of an exchange between individuals in a social context where those terms might otherwise be betrayed by either of the parties. The regime of contract [...] presupposes, as that against which it seeks to protect itself, the ever present possibility of the swindle and the fraud, the possibility of systematic forgery behind the façade of public agreements" (85).

Peter Brooks, too, finds contract “too simple a term, and too static” to describe the “active, dynamic, shifting, and transformatory” process of narrative exchange (216), but nevertheless refuses to entirely jettison its conceptual utility, referring to a “validated narrative contract” as one of the conditions of possibility for the relation of a narrative (225). More recently, Catherine Gallagher has referred to the “contract between writer and reader implicit in the very conventions of realism,” a contract which for Gallagher specifies the terms on which the reader is to “grant a conditional assent, to ‘lend’ herself [...] for the period of reading” to the text as fiction (178). Especially for critics of realism, then, the figure of the contract has proven especially useful not only as a conceptual tool but as a site of ongoing contestation or negotiation. Margaret Cohen puts it succinctly: “No social relation has been more important for recent criticism of realism than the relation of contract” (*Sentimental Education* 111).

In Melville’s fiction, contracts *fail*. Characters remain illegible to those who extend credit to them, and the stability or viability of their promises remain uncertain at best. Strangers renege on their promises to one another, disappear from view before a transaction can be completed, and otherwise elude obligation. At the same time, as I will show, the texts I examine here are beset by formal illegibility, evading their implicit promise of generic intelligibility and its familiar pleasures. Found by readers to be enigmatic, inscrutable, and even unreadable, they break the contract which, for critics determined to uncover the formal logic at the heart of readers’ fraught transactions with realism, describes the basic organising structure for routine, quotidian encounters with texts as aesthetic and critical objects. A number of the critics I cite above are already attuned to these failures. Barthes notes that the content of Balzac’s embedded narrative “will prevent the bargain from being completed,” and

the narratee will “withdraw from the transaction without honouring her pledge” to reciprocate (89). Brook Thomas, too, suggests that “our contract with the work is never completely successful,” and the work of literary criticism in particular is marked by the impossibility of producing “perfectly balanced readings” (*American Literary Realism* 22). If for Thomas and Barthes the failure of the narrative contract names a failure of the hearer, reader, or critic to keep their end of the bargain, then in the chapters that follow this anticipated failure occurs not at the delayed and deferred scene of reception but is rather absorbed into the formal structure of literary objects themselves.

The key critical arena for attending to contractual failure as a *formal* principle has been genre. For Lauren Berlant, genre offers an “aesthetic structure of affective expectation, an institution or formation that absorbs all kinds of small variations or modifications while promising that the persons transacting with it will experience the pleasure of encountering what they expected” (4). For Berlant, as for Jameson, although even the “most blazingly generic texts are a mix of aesthetic elements,” generic conventions nevertheless operate “according to an implicit contract that guides reading towards appropriateness” (260). But the familiar pleasures promised by this implicit contract are, in an important sense, only made possible through its inherent instabilities, and the constant possibility of a breach of contract. As Berlant puts it: “The instabilities of genre are thematised in the threat any text poses *not* to fulfil its contract to produce satisfaction: and if readerly *enjoyment* is played out in the narrative obstacles to or deferral of an anticipated resolution, the possession of and by that end is also a stabilizing attachment for the consumer” (260, emphasis in original). If *Pierre* internalises and offers a reflexive commentary on its own breach of a generic contract (that is, its refusal to furnish either the “regular romance” which Melville

promised his publishers or the maritime romance familiar to his readers), then this contractual *mise en abyme* only makes legible the potential breach or failure of contract which lends genre itself — as a promissory “structure of affective expectation”— both its intelligibility and its aesthetic force. The contract which generic texts make with their readers, therefore, derives its binding force from the possibility of a swindle or betrayal of confidence. Readers’ encounters with unknown texts depend precisely on the possibility that the affective infrastructure of contractual exchange itself might fail.

In “Benito Cereno” and *The Confidence-Man*, though, this failure takes on new meanings and new forms of legibility which both include and exceed the breach of generic contract staged in *Pierre*. Melville’s “earnest desire to write those sorts of books which are said to ‘fail’” — a speculative mode of unencumbered writing blocked by his having “felt obliged” to meet market demands (*Correspondence* 139) — usefully foregrounds the orchestrated failure of the affective economies of obligation, credit, and contract which his works establish with their readers. Rather than simply threatening not to fulfil the implicit contracts they make with their readers, these texts repeatedly attempt to negotiate and renegotiate the terms of these contracts, so that the normative criteria for discerning a ‘successful’ narrative transaction become illegible. Although a number of critics have already mobilised a critical vocabulary intended to stress the negotiability or instability of narrative exchanges — Brooks’ conception of stories as “negotiable instruments” (225), for example, or Thomas’s figuration of realist convention as an “aleatory contract” (*American Literary Realism* 21) — the circulation of spurious contracts and quasi-contractual texts within these texts inflates and compounds this instability.

My two chapters attend to the circulation and extension of “uncertain credit” in these works (*Confidence-Man* 243). Although “Benito Cereno” has been read as a narrative of undiscerning Yankee benevolence, my reading of the tale foregrounds the specifically *pecuniary* interests and obligations which set the encounter between Captain Delano and the *San Dominick* in motion. Foregrounding the dense network of contractual relations established over the course of the story, this chapter draws attention to Delano’s “singularly undistrustful” (55) disposition both as a mode of credit extension and as a set of interpersonal reading practices grounded in racial epistemologies. The extension of credit in an isolated and “lawless” (55) maritime setting involves, for Delano, the exercise of interpretative as much as material forms of charity in his encounters with strangers. In this way, Delano offers a model for what, drawing on Massumi and Ngai, I will call affective capture: in resolving repeatedly to credit narratives, costumes, and scenes which he finds suspicious, Delano attempts to secure the affective conditions of “light-some confidence” (90) which underwrite the economy of Atlantic slavery — a transnational network of exchange based on dispersed systems of contract and deferred payment. At the same time, the story’s own extended narrative transaction with its implied reader is organised according to a promissory structure of deferral, in which “complete disclosure” will be rendered and narrative obscurity or illegibility resolved (59).

While my reading of “Benito Cereno” focuses on verbal agreements, *The Confidence-Man* is characterised by repeated appeals to the “black and white” (234) legibility offered by systems of writing as a means of securing confidence in the fulfilment of promises and the viability of exchanges based on credit. Just as Delano applies a specific set of reading practices in his attempts to assess the credibility of those whom he encounters on board the *San Dominick*, *The Confidence-Man*

dramatises repeated attempts to render the character and creditworthiness of others legible through their costume, countenance, and behaviour. But in the face of the continued *illegibility* of other characters, the novel stages a turn to the written word as a reliable medium of affective capture. The contract emerges as the most significant of the modes of writing deployed to this end: in one scene, a written contract is said to give material and legible form to “responsive fellow-feeling” between strangers (235). I argue that the subsequent *failure* of the written word to secure these conditions of mutual confidence and trust foregrounds the illegible and shifting terms of the suppositional and speculative contract which the text extends to its reader.

This illegibility, with its productive ambiguities and indecisions, has often been lost in accounts which attempt to impose the stability of national boundaries or juridical processes on these works. Against this critical impulse, I take “uncertain credit” (*Confidence-Man* 243) as evocative of the wavering affective orientations which characters assume in relation to one another as they enter into contracts, make agreements, and extend credit to strangers in transnational spaces. As the phrase which one of Melville’s characters uses to define and to discredit Biblical apocrypha in the last of “countless reading scenes” in the novel (Henkin 148), it suggests, too, the unstable affective structures of credit, belief, and confidence which organise similarly routine encounters between Melville’s texts and their readers.

Chapter 1

Fugitive Emotions: Credit and Affective Capture in “Benito Cereno”

Amasa Delano’s *Narrative of Voyages and Travels in the Northern and Southern Hemispheres* (1817) records a minor contract dispute in the wake of a thwarted revolt on board the Spanish slave ship the *Tryal* in 1805. The captain of an American sealer, Delano recalls that, having put down the mutiny and delivered the *Tryal* to its Spanish captain, he was “mortified and very much hurt at the treatment which I received from Don Bonito Sereno” (329). Having summarised the struggle to wrest control of the ship from the rebels, Delano narrates that

we delivered the ship, and all that was on board her, to the captain, whom we had befriended. We delivered him also a bag of doubloons, containing, I presume, nearly a thousand; several bags of dollars, containing a like number; and several baskets of watches, some gold, and some silver . . . We detained no part of this treasure to reward us for the services we rendered: — all that we received was faithfully returned. (328-9)

Delano’s disavowal of any desire to extract pecuniary compensation for the “services [...] rendered” on board the Spanish ship is perhaps surprising given what Delano calls “the peculiar situation under which we were placed at the time this affair happened” (320). His Massachusetts sealer, the *Perseverance*, was a year and a half from home and, in that time, “had not made enough to amount to twenty dollars for each of my people, who were all on shares” (320).¹ Delano also complains of having

¹ The shift from a share system of payment for maritime labour to a wage contract system began in the sixteenth century, and was congruent with broader shifts in property law, though shares remained a common method of payment in fishing, whaling, and privateering expeditions (Rediker 118).

suffered a “bad exchange” of “extraordinarily good men” for sailors who had secreted themselves on board at Botany Bay, and of whom three were “outlawed convicts” (320). It was “under these disadvantages,” he writes, that “the Spanish ship *Tryal* made her appearance on the morning of the 20th February, 1805” (321). Though Delano’s record of his transactions with the ship and its captain is largely mediated by a sentimental discourse of benevolent hospitality — upon providing food and water to the suffering crew, he narrates, the company “looked up to me as a benefactor” (323) — the pecuniary motives which set this essentially transactional encounter in motion are never far from view. Later attempting to persuade his own crew to assist in suppressing the rebellion and recapturing the Spanish ship, Delano “told them that Don Bonito considered the ship and what was in her as lost; that the value was more than one hundred thousand dollars; that if we would take her, it should all be our own; and that if we should afterwards be disposed to give him up one half, it would be considered as a present” (327). The arrival of the slave ship in distress thus offered a site of “potentially lucrative salvage” (DeLombard, “Salvaging” 38) to the American captain and his crew, and in the *Narrative*, accordingly, the appearance of the *Tryal* in the remote harbour gains significance precisely by being credited with the potential to redeem the American captain’s beleaguered expedition from the vagaries of an “unforgiving marketplace” in favour of a transnational economy of “charity and reward” (Downes 475).

Upon their arrival in Conception, Delano narrates that Cereno had taken “the depositions of five of my Botany bay convicts [...] with a view to injure my character, so that he might not be obliged to make us any compensation for what we had done for him” (329). The *Narrative* goes on to recount a protracted legal struggle, adjudicated by the Viceroy of Lima, between the Spanish and American captains.

Cereno, as “owner of the ship and part of the cargo,” having been ordered by the viceroy to “deliver to [Delano] eight thousand dollars as part payment for services rendered him,” immediately lodges an appeal, while “quibbling and using all his endeavours to delay the time of payment” (330). At length, the viceroy proposes to compensate Delano himself, while Cereno evades imprisonment through the intervention of a “very respectable company of merchants,” who plead for leniency on the basis of his family connections (330-1). The salvage-value which Delano affixes to the ship and its thinking, human ‘cargo’ in his address to the crew of the *Perseverance*, then, is a largely speculative and spurious one which not even the enforcing authority of Spanish imperial law can secure or fully recover.

Preparing “Benito Cereno” for serial publication in *Putnam’s Monthly Magazine*, Melville clearly found in this protracted record of the “business of the Tryal” (Delano 321) the makings of a “marketable yarn” (DeLombard, “Salvaging” 38). But these events, and the entangled imperial jurisdictions they invoke, are not reproduced in “Benito Cereno”: Melville retains the moment of contract formation between Cereno and Delano but excises the legal proceedings in which the meaning of their verbal contract was contested, negotiated, and enforced. Indeed, though Melville’s retelling retains the transactional and ostensibly charitable quality of the encounter, there is a sense in which, in the process of refitting this episode from Delano’s *Narrative* for dissemination and consumption within a literary marketplace, much of the “business” (Delano 321) of exchange and pecuniary reward which exercises Delano’s original account has been lost. Though Melville’s Delano observes the aimless manoeuvres of the “strange ship” — renamed the *San Dominick* in Melville’s version — with “no small interest” (56), the speculative interest which the ship elicits in the American captain is not, at first, named in explicitly pecuniary

terms. “Surmising, at last, that it might be a ship in distress,” the “good captain” prepares to board with several baskets of fish and other goods “for presents” (56). Upon boarding the ship, he proceeds to hold a series of exchanges with its apparent captain, Benito Cereno, in the company of Cereno’s slave and servant, Babo. Delano, committed to exercising “charity” in his exchanges with those on board the *San Dominick*, arranges to supply Cereno and his crew with food and water, as well as replacements for the ship’s damaged sails and rigging (69). Though repeatedly provoked into a state of unease by Cereno’s seemingly inexplicable behaviour, which he puts down variously to an involuntary “mental disorder” or to a deliberate design against him, the American captain, repeatedly referred to as the “good Captain Delano,” manages to contain and dismiss his suspicions almost as soon as they arise — “drowning criticism in compassion” (69) — until Cereno leaps suddenly into his departing boat. Although the meaning of this gesture remains unclear to Delano for some moments, soon enough a “flash of revelation” sweeps over him, “illuminating in unanticipated clearness his host’s whole mysterious demeanor, with every enigmatic event of the day, as well as the entire past voyage of the *San Dominick*” (116). The largely un-individuated collective of slaves reappears at this moment before the seemingly obtuse Delano in a new guise “with mask torn away [...] in ferocious piratical revolt” (116). A lengthy postscript made up of depositions from Spanish trial proceedings identifies Babo as the leader of a slave revolt on board the ship, whose surviving crew were forced to perform a drama of pretend-mastery so as to avoid arousing the suspicions of the credulous American captain.

I began this chapter with this micronarrative of the historical Delano’s frustration with his failure to convert charity into pecuniary reward in order to draw attention to the significance of both commerce and contractual relations — and, in

particular, the failure of contract to secure promissory values — to the autobiographical text which “Benito Cereno,” despite its emphasis on the Yankee captain’s liberal benevolence, takes as its key source. “Benito Cereno” was written and published during the same “transitional moment in American finance and commercial law” as *Uncle Tom’s Cabin*, and, I will argue, participates in the same cultural “problems of affect in valuation, incertitude in the market, and deferral in the world of credit” (Best 105). This is a moment in which, as Stephen Best has it, “figurations of the fugitive (as errant and inconstant) shape economic transactions and the representation of speculative value” (105). With these spurious contracts — and the ‘fugitive’ values they produce — in mind, new ways of reading “Benito Cereno” become legible. A number of critics have drawn attention to the significance of contract both to “Benito Cereno” and to Melville’s short fiction more generally.² However, much of this work has tended to abstract the contract, as a legal instrument and mode of credit supervised by the state, from the specific interpretative and affective entanglements involved in reading Melville’s notoriously “inscrutable” story (Elmer 79), set as it is in an ostensibly ‘lawless’ and extra-jurisdictional space. I want to resist this impulse to reinsert the story’s contractual exchanges into a stable jurisdiction and system of law, and instead I will attend to the instability and spuriousness of these contracts. Preserving this instability allows us to reconnect the question of contract to the central interpretative problems posed by the story as a specifically *literary* text, one which turns on the extension of credit and the suppression of suspicion. In particular, keeping the mobility of the story’s setting in view requires us to attend to the affective conditions of possibility for the extension of

² See in particular DeLombard, “Salvaging”; Thomas, “Legal Fictions” 35–37; and Reiss 136–41.

credit and the smooth functioning of contractual exchanges transacted in ‘lawless’ settings.

Just as the seemingly “unreal” space of the *San Dominick* is figured as a “shadowy tableau” (59), the “world of credit” was in the mid-nineteenth century similarly figured as “one of smoke and mirrors,” since it “rested on the perceptually dubious foundation of faith and expanded and contracted through means of largely subjective stores of affect” (Best 104). Each of the countless affective oscillations and interpretative indecisions recorded by the narrator, while certainly too various and numerous to tabulate here, can nevertheless be said to follow much the same internal logic: Delano’s suspicions are repeatedly aroused but, as Peggy Kamuf puts it, at each moment he “resolves to extend credit” to and invest confidence in the often incompatible explanatory narratives offered to him (194). In the vocabulary of the story, as we have already seen, Delano’s “singularly undistrustful good nature” (55) is the name given to this capacity to credit narratives, costumes, and personae that he nevertheless suspects to be counterfeit. To this end, Delano’s so-called “good nature,” or his eagerness to substitute confidence for suspicion, offers not only a monitory example of misreading or interpretative indecision but furnishes the basic operating conditions for the contractual exchanges he initiates on board the *San Dominick*. In this way, Delano offers a model for what Massumi calls “affective capture” (42). Though affect is routinely used synonymously or interchangeably with emotion, for Massumi emotion is a properly “subjective content, the sociolinguistic fixing of the quality of an experience which is from that point onward defined as personal” (27), while affect “is autonomous to the degree to which it escapes confinement in the particular body whose vitality, or potential for interaction, it is” (35). Confidence, as Massumi writes, “is the apotheosis of affective capture” (42). Accordingly, Delano’s

efforts to assert subjective ownership of a “light-some confidence” (90) which continually escapes him is tied to his efforts to extract pecuniary reward from his encounter with the *San Dominick*, since it allows him, at least temporarily, to secure the affective conditions under which contractual exchanges can take place.

Networks of Trust

The significance of escape and capture to the story’s affective economies is not, of course, incidental to its subject matter. If the figure of the ‘fugitive’ slave has often been figured as a debtor who “wilfully eludes obligation” (Best 81), then it is significant for our purposes that Melville’s account of Delano’s efforts to recapture the “fugitive ship” (117) and its cargo of “living freight” (64) has its basis in a record of Cereno’s broken contractual obligations. Although Cereno’s breach of contract and the subsequent legal dispute over his failure to offer compensation never appear in Melville’s version of the tale, the story nevertheless maps dense economies of obligation among its limited cast of characters. In the first sustained critical account of the place of contract in Melville’s tale, Jeannine Marie DeLombard identifies five separate compacts initiated by Cereno over the course of the narrative (“Salvaging” 40). The most tangible of these agreements is described in Cereno’s deposition: “the deponent [...] spoke to the negroes peace and tranquillity, and agreed to draw up a paper, signed by the deponent and the sailors who could write, as also by the negro Babo, for himself and all the blacks” (127). In this written contract, Cereno agrees with the leaders of the revolt to “carry them to Senegal” and to “formally to make over to them the ship, with the cargo,” on the condition that they kill no more of the white sailors (127). In what DeLombard calls a “typically dizzying Melvillian

convolution,” this moment of contract formation sees “the blacks—still legally part of the ship’s ‘cargo’ after the uprising (as the later offer of salvage confirms)—acquire the legal personhood necessary to enter into the contract as self-possessed individuals” (“Salvaging” 47). This newly-acquired possessive individualism is achieved, crucially, through Cereno’s unfreedom, and the “promissory structure of the contract serves mainly to demarcate that unfreedom—to make its terms understood, if not agreed upon, by both parties” (Reiss 138).³ The basis of their contract, then, is not mutually-invested trust or the “logic of formal equality” asserted by antebellum contract law (Reiss 138) but rather the new symbolic economy of theatricalised violence Babo founds on board the *San Dominick*. The only agreement put into writing in the course of “Benito Cereno,” the contract derives its binding force not only from the “formalized and reified” structure of contract writing (Best 82) but from the spectacular violence strategically orchestrated around the morbid figure-head which Babo has his men fashion from the “human skeleton” of their former owner, Don Alexandro Aranda (117).

The moment of contract formation which primarily concerns me here occurs only after Cereno leaps into Delano’s boat, and forms the basis for the legal dispute recounted at length in Delano’s *Narrative*. In attempting to persuade them to assist in recapturing the ship, Melville’s Delano tells his crew that Cereno “considered his ship as good as lost; [and] that she and her cargo, including some gold and silver, were worth more than a thousand doubloons. Take her, and no small part should be theirs” (118). Just as the figure of the fugitive is marked by the “illegibility of property that has taken flight” (Best 87), the salvageable value attached to the *San Dominick* in the

³ On the ways in which the liberty of contract rendered the putative boundaries between slavery and freedom permeable in nineteenth-century America, see Hartman 125–63.

narrative achieves legibility not through the actual recapture of the ship and the rebels but on their discursive recapture as potential objects of promissory value. As the narrator makes clear, “to kill or maim the negroes was not the object. To take them, with the ship, was the object” (119). Both of these agreements involve the transfer and sale of humans as commodities, which they consolidate into and valorise within the undifferentiated category of “cargo.” But if the first of these agreements (between Cereno and Babo, on behalf of the mutineers) participates in a kind of contractual economy described by Morton Horwitz as based on the “immediate sale and delivery of specific property” (161), Cereno’s verbal offer of partial salvage rights to the ship and its “cargo” of (former) slaves takes place instead within a promissory structure of credit, premised not on the immediate transfer of mobile property but on the production of speculative, ‘futures’ values in the form of an “expected return” (Horwitz 174).

For DeLombard, the protracted dispute surrounding the verbal contract recounted in Delano’s *Narrative* suggests the real Amasa Delano “preferred relations mediated by contractual exchange rather than sympathetic benevolence” (“Salvaging” 40). Certainly, at various moments in Melville’s story the unfeeling logic of contractual exchange appears to take priority over the demands of charity. Soon after acting as audience to Babo’s “play of the barber” (102), Delano attempts to broach the “pecuniary part of the business he had undertaken” for Cereno, including fixing the “price of the sails and other matters” (106). At this moment his “original offer of assistance” is stripped of its seemingly charitable aspect and instead “reduced to a business transaction,” characterised not by “hectic animation” but the flat affect (“indifference and apathy”) of the calculating, putatively rational subject of contract law (106). For the most part, however, the pecuniary aspect of Delano’s transactions

with the *San Dominick* has received little sustained critical attention. As Geoffrey Sanborn observes, critics have often read Delano on his own, sentimental terms as a “foolishly benevolent figure,” even while drawing attention to the necessity of black subjection to his Northern-liberal social imaginary (187). In her study of race and the culture of antebellum charity, Susan M. Ryan, for instance, sees Delano as “the quintessential unwise donor—eager, impulsive, and ready to commit resources well before his investigation of the needy is complete” (70). Although DeLombard’s account is usefully alert to the extent to which Delano’s encounter with Cereno is as much a *business* transaction as a charitable one, the assertion of Delano’s preference for contractual relations over sympathetic benevolence assumes an inherent antagonism between contract and sentiment which the text repeatedly undermines. Certainly by the postbellum era, the opposition assumed here between contractual exchange and sympathetic benevolence had been effectively dissolved.⁴ The ideal of contract freedom in nineteenth-century America, as Amy Dru Stanley suggests, was based partly on contract’s supposed detachment from the domestic sphere of sentiment (2). But the affective priority the tale affords to Delano’s liberal and sentimental investments, and his dubious commitment to exercising interpretative “charity” (63) during his encounter with the *San Dominick*, prompts us to rethink not only the conventional assumption of an inherent antagonism between contract and sentiment, but the emotional content of contractual obligation more generally.

Certainly the affective saturation of much of the tale, and the “moody” disposition of its characters (63), have little to do with the “reasoned terminology of

⁴ As Amy Dru Stanley argues, “[l]ike any other market transaction [...] the duty to the poor was reduced to an exchange of commodities. The accomplishment of scientific philanthropy was not only to rediscover the virtues of vagrancy statutes and workhouses, but also to give a new ideological configuration to charity: to impose a commodity form on the obligation between almsgiver and beggar, to convert a dependency relation into a relation of contract” (135).

contract” (Baucom 202). But the story also attests to what Best, following Marcel Mauss, calls the “inseparability of credit from contract,” a legal instrument which by Mauss’s classic anthropological account has its origins in the “peculiarly affective” dynamic of gift exchange (Best 82). The dense and overlapping contractual bonds mapped by the story draw attention to *credit*, and with it belief or trust, as a “central dynamic of reading” (Kamuf 183). As Best argues, a culture of emergent capitalism is one “in which predictions of value and exchange correlate with idealizations of credit extension such as trust, like-mindedness, fidelity, and reciprocity” (78). Similarly, in “Benito Cereno,” the (overtly pecuniary) kind of credit extension involved in the signing of a contract overlaps with modes of idealized sociality such as trust, fidelity, and confidence. Such a willingness to extend credit is named at the very beginning of the tale as one of Delano’s own constitutive characteristics:

Considering the lawlessness and loneliness of the spot, and the sort of stories, at that day, associated with those seas, Captain Delano’s surprise might have deepened into some uneasiness had he not been a person of singularly undistrustful good nature, not liable, except on extraordinary and repeated incentives, and hardly then, to indulge in personal alarms, any way involving the imputation of malign evil in man. Whether, in view of what humanity is capable, such a trait implies, along with a benevolent heart, more than ordinary quickness and accuracy of intellectual perception, may be left to the wise to determine. (55-56)

As that which interrupts the transposition of “surprise” into “uneasiness” — neither of which carries the connotative solidity of codified knowledge — Delano’s “undistrustful good nature,” as his dominant affective orientation towards strangers, presents to us a crucial site of interpretative indecision and deferral. Though

repeatedly “operated upon” (84) by presentiments about the (un)reliability of appearances, Delano labours at each moment to preserve the line of credit he has extended by assimilating his inchoate sensory impressions — which here, as elsewhere in the tale, go by the name of “surprise” — into a calculable and routinized system of knowledge before they can solidify into any substantial “uneasiness” (55).

The relations of contract and credit mapped by the tale are expansive, exceeding the apparent boundaries of the text and its liminal locale. Even before he enters into an agreement with Cereno, Melville’s Delano, a captain “strictly accountable to his owners” (106), is figured in terms that presuppose his implication in economies of obligation that exceed the remote, “lawless” harbour where the story takes place to encompass Duxbury, Massachusetts (55). Encoded in the story’s unassuming opening lines, then, is a transhemispheric network of contractual responsibility and accountability organised around the accumulation of capital and the acquisition of “valuable cargo” (55). But at the same time as it draws attention to the interpenetration of this space by external market forces and economies of obligation, the story immediately invokes the familiar conceit of the seas as a space of lawlessness and extra-judicial licence. The extent of Delano’s “undistrustful” willingness to extend credit to the narratives offered to him on board the *San Dominick* is, accordingly, articulated through the transnational and extra-jurisdictional zoning of the space in which the story’s primary events unfold: his lack of suspicion or uneasiness is deemed remarkable precisely in consideration of “the lawlessness and loneliness of the spot, and the sort of stories, at that day, associated with those seas” (55). In a maritime space defined explicitly in terms of its supposed exteriority to law and the enforcing power of the nation-state, what structures subtend the speculative values Delano’s contract with Cereno calls into being? Much of the existing

scholarship on the question of contract in Melville's story offers no substantial attention to this question. Valuable work has been carried out by scholars working at the borders of law and literary studies — and by Brook Thomas and DeLombard, in particular — on how the contractual economies generated by the story might shed light on conceptions of legal personhood in the United States, as well as the story's ambiguous inversion of the terms of voluntary consent and possessive individualism which governed contractual exchange in the antebellum period. But by reinserting Melville's story into the historically and nationally specific moment of its production, these readings abstract the question of contractual exchange all too neatly from the far messier details of the text, which evades such straightforward correspondences through a series of temporal and geographical displacements (set as it is in 1799, six years earlier than the real event on which it is based, and in a putatively "lawless" Pacific harbour).

This critical impulse towards constructing a Melville in "dialogic relation" with U.S. politics and culture at a specific historical moment, to borrow Wai Chee Dimock's description of her own exemplary critical project (6), has often meant placing "Benito Cereno" in conversation with the events surrounding the passage of the 1850 Fugitive Slave Act in the United States, and in particular with the legal decisions of Lemuel Shaw.⁵ DeLombard neatly condenses the opposing historicist impulses which attend any attempt to read the text against its numerous potential contexts:

Melville wrote and published his only sustained literary engagement with slavery at a pressing historical historical moment, when the Fugitive Slave

⁵ See, for example, Thomas and Weiner.

Law, part of the Compromise of 1850, was triggering protests in Northern streets and courtrooms (including that of Melville's father-in-law and dedicatee, Massachusetts Supreme Court Chief Justice Lemuel Shaw).

Melville further heightened the story's relevance by redating the uprising from 1805 to 1799, a pivotal year in the Haitian revolution. ("Salvaging" 35)

Several critical demands are held here in tension: the desire for the story to be of *one* place and time rather than another, and the notion that the story's dialogic relation to a particular "pressing historical moment" in U.S. domestic politics is in fact "heightened," rather than diminished or complicated (as may have been presumed), by the story's further temporal displacement both from the moment of its production and from that of its source material. At the very moment when the text appears to map onto one set of local and historically-specific concerns (the "pressing historical moment" inaugurated by the Fugitive Slave Law), then, it simultaneously projects another place and time entirely ("a pivotal year in the Haitian revolution").⁶ In the "arena of enchantment and suspense" in which the tale unfolds, as Eric Sundquist puts it, the tropes of "Jacobin terror, the Spanish Inquisition, the Haitian Revolution, [and] American slavery [...] flow into one another in a kaleidoscope of figurative displacements" (151). The significance of the links traced by critics between "Benito Cereno" and its various, overlapping historical and geographic contexts cannot be denied; nor do I wish to diminish or elide the referential or figurative plenitude of Melville's fiction. Although I draw on these contexts at various moments to shed light

⁶ Jonathan Elmer argues that by encrypting a reference to the Haitian Revolution in the tale by changing the name of Delano's ship from the *Tryal* to the *San Dominick*, "Melville transposes the problem of discernment in the tale to his own time in readership. [...] Melville seems intent on showing how the problem of discerning the event in the tale overflows the tale itself to include his readers, with new and specific urgency arising from the context of 1855. The failure to discern the event *in* the tale allegorizes the reader's own dilemma of having to try, and always failing, to discern the event *of* the tale for his or her own time and context" ("A Response" 17).

on aspects of the tale (for example, its relationship to the antebellum credit economy), one of the aims of this chapter is to show that these historical correspondences are not, at any rate, the whole story; that is, the discovery of any given historical correspondence will not, in itself, yield the “key to fit into the lock” of the story’s impenetrable hermeneutic “vault” (135). Rather than attending solely to these important alternative contexts to the exclusion of others, this chapter proceeds from a simple question: in the extra-jurisdictional space which the text itself takes as its proper venue and place of address, what practices and apparatuses secure the otherwise fugitive values these contracts call into being?

The transnational entanglements traced by Melville’s narrative mean that any fully-realised account of the affective dimensions of credit and contract dramatized by the narrative must go beyond what Paul Gilroy calls that “narrowness of vision which is content with the merely national” (4).⁷ This is especially true of an historical moment in which, as Jeffrey Hole has pointed out, the enforcement of property rights to fugitive slaves “tended toward something extraterritorial if not transnational in scope and range” (221). In place of the domestic limitations of the nation-state as an interpretative frame, the Atlantic offers a useful and by now familiar optic and scale of analysis. Though the story’s setting is the Pacific, Delano’s ongoing efforts to assess and account for Benito Cereno’s character — a surname, he supposes, “not unknown [...] to supercargoes and sea captains trading along the Spanish Main” (76) — situates the story and its eponymous Spanish captain firmly within transatlantic cycles of trade and capital accumulation. The *San Dominick*, with its “valuable freight” of thinking human property, which Delano supposes to be in transit “from

⁷ The transnational entanglements involved in the legal struggle over salvage rights to the *Armistad* in 1839, for example, disclose the limitations of a territorialist, nation-bounded approach to maritime law and markets: see Thomas, “Legal Fictions” 29-30.

one colonial port to another” (57), belongs, then, to the circuits of the eighteenth-century Atlantic slave trade. In his *Specters of the Atlantic*, Ian Baucom makes a compelling case for the indispensable role played by systems of contract and credit in Atlantic slave markets in the eighteenth century. Describing the circulation of bills of exchange among Liverpool’s credit market and the hemispheric Americas, Baucom evinces the dizzying complexity of the routinised credit transactions which underwrote the horrors of Atlantic slavery:

As bills travelled from one hand to another, each succeeding possessor cancelling the name of the previous holder and writing her or his name in as the party to whom the initial endorser now owed payment, the business of credit became not simply a financial transaction but the business of reading the solvency or character of each preceding party on this relay of exchange. [...] Bills of exchange, then, circulated on and extended a double economy: an economy of monetary value and an economy of trust whose foundation was the credibility, the character, the trustworthiness of the person signing the bill over *and* the value of the trust that person had placed in the previous holder. To accept a multiply circulated bill of exchange was not only to accept a form of paper money but to express trust in one’s own ability to read character and trust in the capacity of one’s fellow citizens to do likewise. (64)

The emphasis placed on *reading* as the central activity in the extension of credit here is crucial. The survival of this transoceanic system of exchange, by Baucom’s account, depended on the stability of a “network of mutually invested trust [...] and on some means of training individuals in how to read one another’s character, trustworthiness, and credibility” (64). Such a system of credit exceeds any narrowly-

defined repertoire of accounting protocols to encompass a “phenomenology of transactions, promises, character, [and] credibility” (Baucom 64).

Certainly, the semantic density which “trust” (62, 79) and “distrust” (77, 136) accrue over the course of “Benito Cereno” throws into relief the significance of such “mutually invested trust” to the contractual economies represented in the story. Although the contracts entered into by characters in “Benito Cereno” are primarily verbal rather than based on systems of writing (though written contracts will become central to my discussion of *The Confidence-Man*), Baucom’s expansive conception of the quotidian accounting protocols involved in routine practices of transnational exchange might usefully orient our readings of “Benito Cereno” towards the interpretative problems which lie at the heart of the story’s own transnational economy of credit and contract. With this account in mind, Delano’s own “personal accounting practices” (Blum 33) might be said to name a similar set of social reading practices whereby parties to a given contract must work to assess one another’s credibility and creditworthiness. Accordingly, Delano’s ongoing attempts to assess the credibility of the so-called “unaccountable Spaniard” (115), Benito Cereno — whom he agrees to supply with new sails and other goods for an as-yet unspecified price, and with whom he will later agree to divide the value of the recaptured ship after the suppression of the revolt — turns on his attempts to read Cereno’s ‘true’ character and render it legible and accountable.

Reading at Face Value

Before Delano even encounters Cereno in person, however, these reading practices are brought to bear on the “shadowy tableau” of the ship as a whole (59).

Viewing “the stranger [...] through the glass,” Delano’s “surprise” is initially aroused by the *San Dominick*’s failure to answer the demands of typicality and maritime convention (55). The ship “showed no colors; though to do so upon entering a haven, however uninhabited its shores, where but a single other ship might be lying, was the custom among peaceful seamen of all nations” (55). The singularity of the ship’s erratic movements, rather than solidifying Delano’s unfelt “misgivings,” instead leads Delano to surmise that “it might be a ship in distress” (56). Though at first obscured by the “vapors partly mantling the hull” (56) and figured in a quasi-gothic mode, a “less remote view” of the ship and its “dark moving figures” discloses their “true character” (57), rendering the *San Dominick* and its “living freight” (64) intelligible in the routine and calculable vocabulary of Atlantic trade, and the trade in human property in particular: “a Spanish merchantman of the first class; carrying negro slaves, among other valuable freight, from one colonial port to another” (57). This construction of the ship as a form of *reading matter* finds its most succinct expression in the narrator’s description of the heraldic iconography found on the ship’s stern, which neatly condenses the story’s emerging thematics of domination and masquerade: “But the principal relic of faded grandeur was the ample oval of the shield-like stern-piece, intricately carved with the arms of Castile and Leon, medallioned about by groups of mythological or symbolical devices; uppermost and central of which was a dark satyr in a mask, holding his foot on the prostrate neck of a writhing figure, likewise masked” (58).

The iconography and quasi-theatrical ‘device’ of the masquerade, as well as the exchange of “purely fanciful” and speculative objects of the imagination for mundane epistemologies, is suggestive of the mode of (mis)reading which Delano will adopt throughout his time on board the “strange ship” (56–57). The narration,

which maintains an at times imperceptibly slight ironic distance from Delano's own uncomprehending perspective, often fixes on and devotes considerable stretches of the narrative discourse to detailed description of its dramatic assemblage of "strange costumes, gestures, and faces" (59). Costume in particular offers a set of signs to be read, but their import and "lurking significance" (78) continually escape Delano. In one scene, Delano sees a young Spanish sailor climbing down from the rigging, and notices, beneath his shirt of "coarse woollen, much spotted with tar," a "soiled undergarment of what seemed the finest linen, edged, about the neck, with a narrow blue ribbon, sadly faded and worn" (78). Though Delano suspects for a moment that there may be some significance in the sailor's costume and furtive glance, he is unable to decide upon the meaning of either the sailor's expression or his "silk-trimmed undershirt": "Has he been robbing the trunks of the dead cabin passengers? But if so, he would hardly wear one of the stolen articles on board ship here" (79).

Though Delano repeatedly finds himself the unwilling subject of such "ugly misgivings" (80) induced by signs of apparent duplicity, these transient moments of uneasiness never calcify into the kind of deeply-felt suspicion which might form the basis for action. When Cereno rehearses once again the counterfeit "particulars" of the voyage with Babo's razor pressed against his neck, the possibility occurs to Delano that "master and man, for some unknown purpose, were acting out, both in word and deed, nay, to the very tremor of Don Benito's limbs, some juggling play before him" (102). But Delano is once again unable to credit the possibility that behind (or perhaps plainly visible in) the "play of the barber" lies some dramatic reversal of power. Instead, he dismisses the idea as "a whimsy, insensibly suggested, perhaps, by the theatrical aspect of Don Benito in his harlequin ensign" (102). The "theatrical aspect" of the scene — and the tale as a whole — is worth dwelling on.

Though it is the “hollow” quality Delano locates in Cereno’s manner which arouses his suspicion, it is the Spanish captain’s “theatrical aspect” which enables the American to dismiss this hollowness as itself a mere surface effect or empty signifier (102). Significantly, for Jean-Christophe Agnew, the theatre emerged as the cultural form which most readily provided the rhetorical devices and modes of address required to convey “the sensed hollowness of ritual that the liquidity and impersonality of the money form conferred on the customary frameworks of exchange,” as well as the “increasingly fugitive and abstract social relations” instated by the an emergent market society (10). In “Benito Cereno,” the “sensed hollowness” of theatrical conceits and devices offer Delano both a framework for reading the credibility and solvency of character – that is, a set of terms for assessing Cereno’s “authenticity, accountability, and intentionality” as a contracting party (Agnew 11) – and the grounds for dismissing his inferences.

The narrator’s reference to the “theatrical aspect” of Cereno’s costume elaborates on an earlier passage that describes the “contrast in dress” between Cereno and Babo (68). While Babo, we are told, “wore nothing but wide trowsers, apparently [...] made out of some old topsail,” the “Spaniard wore a loose Chili jacket of dark velvet; white small clothes and stockings, with silver buckles at the knee and instep; a high-crowned sombrero, of fine grass, a slender sword, silver mounted, hung from a knot in his sash” (68). Though this contrast is read initially as “denoting their relative positions,” the denotative meaning which the narrator (or, implicitly, Delano) ascribes to their difference in costume is immediately interrupted by the incoherent over-production of potential meanings:

However unsuitable for the time and place, at least in the blunt-thinking American’s eyes, and however strangely surviving in the midst of all his

afflictions, the toilette of Don Benito might not, in fashion at least, have gone beyond the style of the day among South Americans of his class. Though on the present voyage sailing from Buenos Ayres, he had avowed himself a native and resident of Chili, whose inhabitants had not so generally adopted the plain coat and once plebeian pantaloons; but, with a becoming modification, adhered to their provincial costume, picturesque as any in the world. Still, relatively to the pale history of the voyage, and his own pale face, there seemed something so incongruous in the Spaniard's apparel, as almost to suggest the image of an invalid courtier tottering around London streets in the time of the plague. (68)

Though drawing on a considerable (and perhaps implausible) knowledge of the sartorial preferences and "style of the day among South Americans of his class" in order to render Cereno's "incongruous" appearance accountable, the "blunt-thinking" American's puzzled assessment of Cereno reiterates many of the cultural anxieties which attended the supposed delamination of character and appearance within the unstable symbolic environment of the antebellum marketplace. As Michael Rogin has argued, while apparel and costume "once functioned as recognized insignias of social station," their newly-discovered unreliability in the nineteenth century, inaugurated by an influx of mass-market apparel, rendered them not as stable markers of character but rather as potential instruments of class mobility and deception (26). The "menace of marketplace anonymity," where "contractual relations" among strangers "replaced the claims of the heart," threatened to refigure the market as an "arena of masquerade, where values fluctuated, and nothing was as it seemed" (Rogin 27).

Such a description might apply equally and without risk of hyperbole to the space of heightened dramatic intrigue constituted by the *San Dominick*. Although

Delano never independently infers the true reason for the incongruity he detects in Cereno's apparel — the final passage of the story underlines, perhaps superfluously, that the “dress so precise and costly, worn by him on the day whose events have been narrated, had not willingly been put on” (137) — the discontinuity which he identifies between Cereno's costume and his “pale face” is instructive (68). If the sign-system offered by costume turns out to be beset by a kind of polysemy, and rendered illegible not by referential lack but by an abundance of possible meanings, then the face is repeatedly invoked as a reliable means of reading the credibility and creditworthiness of potential parties to an exchange based on contract. Considering the “gloomy hesitancy and subterfuge” which he detects in Cereno's narrative of the *San Dominick's* disastrous voyage, Delano reasons to himself that “Don Benito's story had been corroborated not only by the wailing ejaculations of the indiscriminate multitude, white and black, but likewise—what seemed impossible to counterfeit—by the very expression and play of every human feature” (81). As that which is seemingly “impossible to counterfeit,” the face or countenance is invested with the capacity to render character and credibility externally legible and readable. A similar physiognomic scrutiny is applied soon after to a white sailor, whose face “would have been a very fine one but for its haggardness” (84). As Sanborn notes, Delano's “good nature” in these scenes is underwritten by the “revived conviction that we can read the character of others in their faces—that we all have an internal counterfeit detector that allows us to distinguish between true and false appearances” (188). As with Cereno's costume, though, what destabilises this process of physiognomic reading is not the illegibility of the sailor's countenance or external character but rather a surplus of interpretative potential, in which two contradictory inferences are held in tension: “Whether this haggardness had ought to do with criminality, could not be determined;

since, as intense heat and cold, though unlike, produce like sensations, so innocence and guilt, when, through casual association with mental pain, stamping any visible impress, use one seal—a hacked one” (84).

But Delano, the narrator immediately informs us, is not one to make such finely-tuned inferential or readerly discriminations:

Not again that this reflection occurred to Captain Delano at this time, charitable man as he was. Rather another idea. Because observing so singular a haggardness combined with a dark eye, averted as in trouble and shame, and then again recalling Don Benito’s confessed ill opinion of his crew, insensibly he was operated upon by certain general notions, which, while disconnecting pain and abashment from virtue, invariably link them with vice. (84)

Though a singularly “charitable man,” Delano is not wholly in command of his own reading practices, and finds himself “operated upon” by suspicions about the sailor’s possible hand in some undefined “wickedness” on board the ship (85). Similarly, Delano finds the “singular alternations of courtesy and ill-breeding in the Spanish captain [...] unaccountable, except on one of two suppositions — innocent lunacy, or wicked imposture” (75). In one of the countless scenes of speculative character reading throughout his time on board the *San Dominick* in which the American finds himself “at a loss to account for” Cereno’s conduct (111), Delano goes on to surmise that the man he names the “alleged Don Benito” must be “an impostor. Some low-born adventurer, masquerading as an oceanic grandee” (76). If the figure of a ‘masquerade’ returns us to the theatrical idiom of a “shadowy tableau” populated by “strange costumes, gestures and faces,” here it has the additional effect of rendering unstable the network of mutually-invested trust which, for Baucom, forms the

indispensable basis of transnational credit — and the traffic in human property in particular. However, appealing to the physiognomic signs offered by Cereno's own "visible impress," and in a reversal typical of the American captain, Delano's so-called "good nature" once again reasserts itself, inducing him to cancel his suspicions and install confidence in their place: "Glancing over once more towards his host — whose side-face, revealed above the skylight, was now turned towards him — he was struck by the profile, whose clearness of cut was refined by the thinness incident to ill-health, as well as ennobled about the chin by the beard. Away with suspicion. He was a true off-shoot of a true hidalgo Cereno" (76). "In short," he resolves, "to the Spaniard's black-letter text, it was best, for awhile, to leave an open margin" (77).

The convergence of physiognomic and typographic idioms in this attempt to charitably decipher Cereno's "black-letter text" draws our attention to the importance of reading, and especially reading *character*, to the extension of credit to strangers — strangers who must, in the process, be rendered legible, individuated, and intelligible.⁸ Anticipating the oscillations between the affective polarities of naiveté and paranoia traced by *Billy Budd*, the action (or perhaps inaction) of "Benito Cereno" takes shape primarily through what Barbara Johnson calls the "vagaries of interpretive error" (585). In this way, the minute detail in which Delano's own interpretative efforts and indecisions are recorded foregrounds the "centrality of the *question of reading* posed not only by but also *in the text*" (Johnson 586). The story repeatedly underlines the

⁸ These entangled relations between credit and character have a long history. Binder and Weisberg narrate how the emergence of credit economies and its attendant legal forms, including contract, in early modern England involved "the creation of a type of social character who can be viewed not just as an economic stereotype but as a dramaturgic model capturing the moral norms and tensions of a society that needed a new concept of the self to accompany an emerging capitalist system" (516). One of these characterological models produced the "image of the merchant" as "the sly manipulator, the exploiter of smoke and mirrors. He operated in the spectral and corruptible world of credit, reputation, and rumor that stood in stark contrast to the tangible concreteness of farming and artisanal production" (Binder and Weisberg 521).

importance of legibility to the relations of contract and credit involved in the tale. Fittingly, when Delano finds himself beset by a “qualmish sort of emotion,” like “one feeling incipient seasickness,” he looks to his approaching whale boat for relief from these emergent symptoms of suspicion:

The less-distant sight of that well-known boat—showing it, not as before, half blended with the haze, but with outline defined, so that its individuality, like a man’s, was manifest; that boat, Rover by name, which, though now in strange seas, had often pressed the beach of Captain Delano’s home, and, brought to its threshold for repairs, had familiarly lain there, as a Newfoundland dog; the sight of that household boat evoked a thousand trustful associations, which, contrasted with previous suspicions, filled him not only with light-some confidence, but somehow with half humorous self-reproaches at his former lack of it. (90)

The narration stresses that it is the renewed legibility of the boat, formerly “blended with the haze” but now with “outline defined,” that enables it to serve as a spur to “light-some confidence.” Unlike the largely unindividuated multitude he encounters on board the *San Dominick*, Delano’s enthusiastic affective investment of “a thousand trustful associations” in the *Rover* is enabled by the fact that its “individuality, like a man’s, was manifest.”

But Delano’s “undistrustful” good nature has been seen, significantly, as a site of *misreading*: for example, he imputes the lack of white sailors to “luckless fatality” rather than reading it as an index of some reversal of power (66). And although he is alert to the possibility of some “attempted disguise” or “shallow device,” he is unable to seriously entertain alternatives to Cereno’s dramaturgical authorship of the plot

being enacted before him (64). Indeed, for most critics, Delano, whose “credulous good-nature” is remarkably eager to “furnish excuses” for signs of duplicity (112), is a singularly “bad reader” (Kamuf 186). Unlike the Ahabian figuration of a mode of reading which would “strike through” the apprehensible, phenomenal world of “pasteboard masks” (*Moby-Dick* 178), Delano’s efforts to decipher Cereno’s “black-letter text” fails to unmask those recruited to act out the “play” before him (102).

Affective Capture

Delano, then, is a poor reader. But so much in “Benito Cereno” depends upon the “regained confidence” (85) repeatedly afforded by his misreadings. Both the structure of the “suspenseful tale” and the black plotters who serve as the undisclosed figures of authority on board the *San Dominick* depend, in quite different ways, upon the American’s illiteracy, or his “inability to decipher” the signs everywhere about him of black authorship of the plot (Kamuf 186). It is a commonplace within criticism of the tale that, as Karcher points out, Delano’s “good nature” has much to do with his “misplaced confidence” in the racist fiction of the black rebels’ “docility and stupidity” (139). Considering whether Cereno might be “any way in complicity with the blacks,” Delano simply resolves that “they were too stupid” (89). The whites, “by nature,” he reflects elsewhere, “were the shrewder race” (88). White supremacy, then, is the “preconscious grid” through which Delano’s sensory impressions are filtered (Kavanagh 370). From the beginning of the tale, we are invited to see Delano’s undiscerning perspective and “bland optimism” (Karcher 139) as the product of a set of social reading practices informed by a familiar repertoire of “tranquilizing” (81) plantation images. Soon after boarding the *San Dominick*, Delano’s eye falls on the

“conspicuous figures of four elderly grizzled negroes” who “each had bits of unstranded old junk in their hands, and, with a sort of stoical self-content, were picking the junk into oakum,” before noting “the cross-legged figures of six other blacks, each with a rusty hatchet in his hand, which, with a bit of brick and a rag, he was engaged like a scullion in scouring” (59-60). Delano finds in this scene evidence of what he calls the “peculiar love in negroes of uniting industry with pastime,” when “two and two they sideways clashed their hatchets together, like cymbals, with a barbarous din” (60). In this way, the narrator draws attention to Delano’s investment in what Saidiya Hartman describes as the centrality of “simulated jollity and coerced festivity” to the slave trade’s perverse moral economy as well as its production of compliant and tractable labouring bodies (23). When Delano later advises Cereno to “keep all your blacks employed [...] no matter at what useless task” (70), he rearticulates not only normative models of maritime discipline but also the discourses of plantation management with which they overlapped, and which stressed the necessity of orchestrated diversion in securing the relations of mastery and subjection (Hartman 44). In another scene, giving extended attention to a “slumbering negress” at whose “lapped breasts was her wide-awake fawn,” Delano finds in this animalistic rendering of racialised subjects a set of “natural sights” which “somehow insensibly deepened his confidence and ease” (86).

Delano’s persistent misreading is functional for the peculiar affective economies of Atlantic slavery, since it allows him to maintain the security and stability of his affective investments against the destabilising threat of “involuntary suspicion” (78). This allows him, in turn, to preserve the “economy of trust” which underwrote the transnational slave trade (Baucom 64). The affective relations between choreographed scenes of racial subjection and the security of Delano’s “confidence”

are clearly mapped throughout the tale. It is his uneasy combination of sentimental benevolence and the “genial” racism of a kindly, paternalistic master (Elmer, “Babo’s Razor” 55) which informs his reading practices. These reading practices enable Delano to express horror at the “ugly passions” (103) induced by slavery while at the same time locating in Babo’s “filial or fraternal” (62) attendance on Cereno an exemplar of organic, reciprocal relations between master and slave, so that together they present to him a “spectacle of fidelity on the one hand and confidence on the other” (67). The narrative discourse at times repeats many of the “key alarmist tropes” which circulated in antebellum discourses concerning slave rebellion (Levine 211–12). But Delano’s sanctification of “menial” slavery as “something filial or fraternal” for the most part allows him to take unworried pleasure in and extend credit to the “docility arising from the unaspiring contentment of a limited mind,” which, far from inciting rebellion, fits “the negro [...] for avocations about one’s person” (98). Acting as unwitting audience to the play of the barber which Babo orchestrates for his benefit, Delano finds the “marvellous, noiseless, gliding briskness” of the black servant’s hands “singularly pleasing to behold” (98). Considering the impression this spectacle of fidelity might make on a “benevolent” mind, the narrator suggests that “[w]hen at ease with respect to exterior things, Captain Delano’s nature was not only benign, but familiarly and humorously so” (98–99). Delano’s familiar and benign ease, induced by conviction in basic continuities between interior and exterior, is interrupted, however, when Cereno shudders visibly at the “sight of the gleaming steel” of Babo’s blade: “Although the scene was somewhat peculiar, at least to Captain Delano, nor, as he saw the two thus postured, could he resist the vagary, that in the black he saw a headsman, and in the white, a man at the block” (100). Although in this moment Delano comes within a hair’s breadth of apprehending the reality of

the situation — that the “servant who shaves the captain controls the ship” (Robbins 139) — he immediately dismisses it as “one of those antic conceits, appearing and vanishing in a breath, from which, perhaps, the best regulated mind is not always free” (100).

The figure of the “best regulated mind,” one which escapes the recursive structure of “momentary distrust” (136) that dominates the narrative discourse of “Benito Cereno,” draws our attention to the strategies of affective capture which Delano exercises during his time on board the *San Dominick*. Repeatedly we are told how Delano, noting the return of his suspicions, “strove, by ignoring the symptoms, to get rid of the malady” (90). When Delano feels the “vexation arising from the delay of his boat” merge into “uneasiness,” he exerts “his good nature to the utmost” and attempts to “occupy [his mind] with turning over and over, in a purely speculative way, some lesser peculiarities of the captain and crew” (92). Just as the contract between Cereno and the rebels regulates “suspicion by formalizing and stipulating a certain kind of trust” (Reiss 136), Delano deliberately and purposefully “labours throughout the story to contain his suspicions, calling on his diminishing reserves of ‘trust and good will’ whenever his mental apparatus is threatened by the scene unfolding before him” (Reiss 122).

The metaphors of containment or capture I draw on here are deliberate. The wider concern within the narrative with the dynamics of “escape” and “capture” (130) only gives a keener edge to the fugitive, elusive, and even spectral terms in which both confidence and suspicion are rendered throughout the story: continually escaping his subjective ownership and control, Delano’s suspicions are figured as a “ghostly dread” (80) or “haunted mood” (88) which he must work to regulate and contain lest

they should assume the destabilising solidity of knowledge.⁹ A common theoretical distinction between affect and emotion might help us to gain critical purchase on the complex and often imperceptibly slight affective shifts recorded by the narrative discourse. If emotion is, for Massumi, a “subjective content” in that it can be “owned and recognized,” affect, on the other hand, is not wholly “ownable or recognizable” (28). Massumi’s distinction is useful here, too, because it constitutes one of a number of recent theoretical attempts to “differentiate ‘emotion’ and ‘affect’ on the grounds that the former requires a subject while the latter does not” (Ngai 24). Delano’s repeated attempts to assert subjective ownership of a “light-some confidence” (90) which repeatedly eludes him takes place in a story in which the very grammar of his emotional experience is more often passive than active: in one scene, for instance, Delano finds himself “insensibly [...] operated upon” by suspicion (84). One of the story’s most frequent adverbial notations, “insensibly” registers the capacity for Delano’s affective modulations to escape his conscious perception, recognition, or will.

Repeatedly described in this way as the unwilling or even unwitting object of “involuntary suspicion” (78), Delano is often neither the owner nor even the *subject* of his emotions, which instead take on the quality of an external, ambient, and matter-of-fact characteristic of the very space in which he moves, like the sun which casts shadows on the deck of the ship: “From no train of thought did these fancies come; not from within, but from without; suddenly, too, and in one throng, like hoar frost;

⁹ One of the anonymous strangers who crosses the stage of *The Confidence-Man* asserts that suspicion is a necessary precursor to knowledge: “Well, suspect first and know next. True knowledge comes but by suspicion or revelation. That’s my maxim” (92). Elsewhere in the novel, an unnamed merchant casts suspicion in similarly abstract terms, which, like Delano’s own, stress the capacity for negative affect to form and dissolve without warning in the course of social interactions: “I don’t know why, a certain misty suspiciousness seems inseparable from most of one’s private notions about some men and some things; but once out with these misty notions, and their mere contact with other men’s soon dissipates, or, at least, modifies them” (55).

yet as soon to vanish as the mild sun of Captain Delano's good-nature regained its meridian" (76). Just as affect is that which "escapes confinement" in any particular body or set of situated perceptions (Massumi 35), Delano's "suspicion or uneasiness" frequently traverses and renders permeable the ostensible borders of his sensorium or subjective experience. The putatively non-subjective origin of Delano's suspicions are underscored when the narrator informs us that although Delano had not "entirely credited" stories of piratical activity in lawless settings, nevertheless "now, as stories, they recurred" (80). Although he labours at various moments to contain and impose order upon these recurrent suspicions, Delano's shifts in mood are at the same time characterised by what Ngai calls "weak intentionality" (22). In one scene, although he "could hardly tell why," Delano finds he has "regained confidence in Benito Cereno" (85). Although his seemingly "involuntary" suspicions have their putative origin in events and stimuli external to him — coming as they do "not from within, but from without" — the very events and gestures which induce Delano's suspicions also licence their cancellation. Considering the potential motives for Cereno's behaviour, the narrator finds that "the same conduct, which, in this instance, had raised the alarm, served to dispel it" (81). The reflexive logic of Delano's intensely-felt but mercurial emotions offer "the most intense [...] expression" of affect's capture *and* of the fact that "something has always and again escaped" (Massumi 35).

The logics of affective capture and escape extend to the level of the narrative discourse. Just as affect involves an intensity which "remains unactualized, inseparable from but unassimilable to any *particular*, functionally anchored perspective" (Massumi 35, emphasis in original), the narrative voice involves startlingly complex calibrations of irony and attribution. As Sundquist has it, the narrative voice acts as "an embodied reservoir of those impressions that spring

momentarily to Delano's mind before lapsing back into the region from which they emerged" (150). Despite the extended narrative attention given to the interpretative "entanglements" (89) generated by Delano's reading practices, his affective oscillations frequently escape reification or capture in writing. Led by the renewal of his "chilled feelings" to quit the *San Dominick* and its crew "without further allusion to hospitality or business," Delano is interrupted by the sound of the ship's bell, as if it were "tolling for execution in some jail-yard" (112). Though only "striking the hour," the relatively banal and routine noise produced by the bell interrupts the composure of Delano's "credulous good-nature": "Instantly, by a fatality not to be withstood, his mind, responsive to the portent, swarmed with superstitious suspicions. He paused. In images far swifter than these sentences, the minutest details of all his former distrusts swept through him" (112). Intruding into the putatively "benign" (98) space of Delano's sensorium at a speed "far swifter than these sentences," negative affect inhabits and simultaneously escapes the representational forms and figurative operations by which it is registered in the text.

The difficulties involved in capturing suspicion or confidence in writing, as well as exchanging suspicion for confidence, would find their fullest elaboration and most succinct expression in *The Confidence-Man*, in which confidence is posited as "the indispensable basis of all sorts of business transactions" and the basic condition of possibility for "commerce between man and man" (128). Rogin argues that antebellum exchange relations among strangers in public were enabled by and indeed required a certain "confidence in the reliability of appearances" (239). To this end, Delano's ongoing efforts to exchange suspicion for "light-some confidence" (90) in the face of his interpretative indecision is not without its uses. In this sense, we can see Delano's dubious commitment to the exercise of "charity" in his misreading of the

“shadowy tableau” (59) presented by the *San Dominick* as functional for Atlantic cycles of capital accumulation, since it allows him to project tranquilizing notions of “confidence” and “fidelity” (67) onto the scene of false mastery performed for his benefit, and, in so doing, to preserve the fiction of mutually-invested trust under which I have suggested the story’s contractual exchanges can take place. Critics have tended to accept Delano’s crediting his “good nature, compassion, and charity,” in their collective suppression of “momentary distrust,” with the preservation of his life while on board the *San Dominick* (136). But these affects also serve, in less obvious but no less significant ways, to preserve the fragile system of credit and credibility on which the story’s pecuniary exchanges depend. In this way, the “open margin” Delano leaves next to Cereno’s “black-letter text” (77) turns out to be precisely the space in which the story’s peculiar economies of credit and contract can emerge.

Melville’s Deferred Payment Plan

As readers — and especially as *first-time* readers — we are not exempt from the narrative’s internal economies of credit and contract. Just as the narrative voice has an “implicating function” by maintaining uncomfortably close proximity to Delano’s uncomprehending point of view (Levine 210), the tale implicates its readers in the extension of credit, the formation of spurious contracts, and structures of promissory deferral which it takes to be central to the economies of Atlantic slavery. The story itself draws attention to the ways in which any act of narration takes place within and necessarily generates peculiar economies of obligation, reciprocity, and credit. Soon after boarding the *San Dominick*, Delano finds his “curiosity was roused to learn the particulars” of the ship’s apparently disastrous voyage, and asks Cereno to

“favour him with the whole story” (65). This request to “gratify” Delano’s narrative desire is articulated on the basis of his “benevolent interest,” intimating “that did he [...] but know the particulars of the ship’s misfortunes, he would, perhaps, be better able in the end to relieve them” (65). Just as Barthes suggests that the desire at the origin of narrative must “subject itself to an *economic system*” in which narrative itself is “legal tender” and “subject to contract” (88-89, emphasis in original), Cereno reluctantly offers Delano the counterfeit “particulars” of the *San Dominick*’s voyage in exchange for material relief and compensation (65).¹⁰ The figuration of narrative “as *merchandise*” is for Melville, as it is for Barthes, “no longer restricted to the publisher’s office but represented, *en abyme*, in the narrative” (89, emphasis in original).

The extended transaction which the text effects with its readers, organised around the deferral both of judgement and of narrative meaning, conjures what Wai Chee Dimock calls the “temporal axis” of contract, which enfolds futurity into the structure of the commodity by “promising something as yet to come” in place of immediate delivery (192–93). In “Benito Cereno,” which implicitly locates narrative meaning in a spectacular moment of “sudden and complete disclosure” (59), this promised disclosure arrives only belatedly and in a specifically legal register: the translated Spanish depositions, we are told, serve “as the key to fit into the lock of the complications which precede it” (135). The impulse towards forestalling disclosure in favour of belated retrospection — and thus marking out within the narrative a zone of indiscernibility or unaccountability — is explicitly named, at the end of the tale, as an

¹⁰ Another of the mixed economic metaphors Barthes uses to describe the substitution of narrative desire to the logic of exchange – narrative as “both merchandise and the relation of the contract of which it is the object” (90) – might apply to the account Ishmael gives in *Moby-Dick* of the transnational circulation of “The Town-Ho’s Story,” an embedded narrative described as having once been “the private property of three confederate white seamen” before being communicated to a crew member of the *Pequod* under strict “injunctions of secrecy” (263).

organising condition of the extended promissory transaction that the text effects with its reader: “the nature of this narrative, besides rendering the intricacies in the beginning unavoidable, has more or less required that many things, instead of being set down in the order of occurrence, should be retrospectively, or irregularly given” (135). The promotion of a legal genre — in this case, the deposition — as the privileged vehicle for this moment of narrative retrospection and disclosure might draw our attention to the presence of other legal or quasi-legal modes of writing deployed in “Benito Cereno,” not least the often-discussed but conceptually thin ‘contract’ instated by genre between “a writer and a specific public” (Jameson 92). If Melville’s story can be said to offer any guidance on this question — despite the number of broken contracts its characters formulate among themselves — then one stipulation of this contract might be that a narrative will make good on its implicit promise to satisfy readerly curiosity, and to make individual details, however indiscernible upon their first appearance, intelligible within the structure of an overall design.¹¹

Like Delano’s own repeated deferral of judgement, then, the generic contract extended by the suspenseful narrative depends, to use Best’s terms, upon an “always-deferred system of credit” (104) which, in the very process of reading, converts the promissory structure of contract into a narratological principle. The contract which the text extends to its reader is based, Kamuf argues, on the “deferred payment plan” of

¹¹ If the narrator’s account of boarding an “unreal” ship serves to render the space of the *San Dominick* in terms both estranging and enchanting (59), these terms might extend to the more banal but perhaps no less anxious encounter between reader and text. In her reading of *Billy Budd*, Eve Kosofsky Sedgwick describes this transactional moment as one in which tacit agreements and promissory exchanges are entered into: “The inexplicit compact by which novel-readers voluntarily plunge into worlds that strip them, however temporarily, of the painfully acquired cognitive maps of their ordinary lives (awfulness of going to a party without knowing anyone) on condition of an invisibility that promises cognitive exemption and eventual privilege, creates, especially at the beginning of books, a space of high anxiety and dependence” (97).

fictionality, a structure of “suspended reference” whereby the text refuses or is unable to “*make present* the certain value of its assertions” (172, emphasis in original). For Kamuf, significantly, the extended “credit operation” which “Benito Cereno” enacts with its reader is a sound one: unlike the “radical credit operation” of *The Confidence-Man*, the story “appears to put an end to the suspension of judgement that it installs and to close the narrative by making good on all the debts it has floated” (183). Kamuf’s emphasis on the *apparent* fulfilment of the narrative contract accomplished by the depositions is appropriate, since the legal form through which this end to deferral is achieved “renders [the implied author’s] judgement in the very act of withholding it” (Sundquist 150). Though the depositions appear to resolve the “intricacies” of the tale’s plotting, by “[shedding] light on the preceding narrative” (120), the depositions necessarily absorb the hermeneutic and juridical norms of the court, thereby presenting enslavement as an “ineluctable fact” of its historical moment which doesn’t invite moral or political adjudication (Wadlington 126). The depositions, the reader is told, are to render the formerly inscrutable zone of the ship, one of those oceanic spaces which “hoard from view their interiors till the last moment” (59), legible and available for scrutiny: “as a vault whose door has been flung back, the San Dominick’s hull lies open to-day” (135). But the inscrutability of the tale — its silences, omissions, displacements, and recalcitrance even under extended critical scrutiny — suggest otherwise. The implicit contract which the text makes with its readers, from the nineteenth century to the present day, is marked by promises and obligations which go unfulfilled.

One of those readers, C.L.R. James, found that while the stipulations of the generic contract of the “mystery” had been performed superbly, the story ultimately failed to answer the demands of the line of credit extended to Melville by

contemporary readers and by the institutions of American literature. History, James writes, “tells a thousand such stories”: “Melville had ceased to be creative, and he had lost his vision of the future. Without such vision no writer can describe existing reality, for without it he does not know what is important and what is not, what will endure and what will pass” (112). By this account, canonicity itself is a credit relation. Declining to even name the “very carelessly written” *The Confidence-Man*, James asserts that *Billy Budd*, although widely studied, “gains most of its importance, not from its own intrinsic value, but because its author is the author of *Moby-Dick*” (112). For James, “Benito Cereno” indexes “Melville’s decline into the shallowness of modern literature” — which is to say, the shallowness of the marketplace itself, the arena of masquerade and illegibility (112). In a twentieth-century study (and juridical appeal) devoted in part to drawing a “parallel between Ahab’s illegal change of the contract and the emergency powers claimed by the Cold War state” (Pease xviii), James alleges a breach not of a *generic* contract but of a broader, authorial, and strictly *literary* one. Attempting to hold to account the author who, like the elusive figure of the fugitive found in discursive vicinity of antebellum slavery, “wilfully eludes obligation” (Best 81), James’s complaint registers the changing terms of the contract Melville’s texts make and unmake in the very act of reading.

Chapter 2

Crises of Legibility: Writing, Contract, and *The Confidence-Man*

The Confidence-Man: His Masquerade opens with a scene of reading. Beginning with the arrival of an anonymous “stranger” on board the Mississippi steamer *Fidèle*, the narrator immediately describes a “placard nigh the captain’s office, offering a reward for the capture of a mysterious impostor” (3). A crowd has gathered around this announcement as though “it had been a theatre-bill,” and “whose eyes, it was plain, were on the capitals, or, at least, earnestly seeking sight of them from behind intervening coats” (3–4). The illegibility suggested by this brief notation of a crowd “earnestly seeking sight” of the placard’s “capitals” proves appropriate to the reading experience generated by the last of Melville’s novels published in his lifetime. *The Confidence-Man* has been called Melville’s most “unreadable” work — a critical evaluation which has survived even the novel’s deserved transformation in recent decades into an object of considerable critical praise (Renker 114). Populated by a crowd of largely interchangeable operators and “strangers” who appear and then quickly disappear from view, the novel not only frustrates conventional structures and models for reading but has tended to escape the descriptive categories designed to contain it: the text sustains wide critical disagreement not only over what kind of novel it is but, as Peggy Kamuf notes, whether its series of disconnected dialogues and transactions even amounts to a novel at all (167).

Taking place over a single day — April 1 — the novel represents a series of encounters between passengers on board the *Fidèle* as it approaches New Orleans. These encounters have little in the way of any concrete relation to one another except

that each one involves the efforts of one character to solicit the “confidence” of another, an affective transaction between strangers typically verified by the purchase of shares in a speculative venture, the making of a donation, the buying of herbal medicine, or the making of a loan. Although the singular figure implied by the title suggests that the “confidence-man” who appears in each scene is the same person, the narrative discourse never confirms the common identity of the multiple figures who occupy this role, whose true identity and motive are never specified. At the novel’s heart, then, is a carefully-managed ambiguity surrounding character. But characters are not only illegible to the novel’s readers but also to one another: as potential parties to a series of speculative exchanges, the passengers of the *Fidèle* are engaged in a constant process of mutual credit assessment, one which proves virtually impossible in a space of such heightened fluidity and mobility as a passenger steamboat.

In the face of the illegibility of character in a mobile and “placeless” market (Agnew 196), *The Confidence-Man* stages various appeals to writing (especially contract-writing) as a means of securing the affective conditions (trust, confidence) which one of its eponymous operators posits as the “indispensable basis” for commerce between strangers (128). The novel is marked by repeated appeals for “black and white” (234) documentary proof that the exchanges of positive feeling it depicts have actually taken place. By the end of the novel, the contract emerges as the paradigmatic example of this strategy of affective capture through writing. In appealing to the legibility of the written or printed word — in turning, that is, from human character to typographical character — Melville’s ‘dupes’ seek, like Delano before them, some reliable means of suppressing suspicion and securing confidence in the delivery of promises and the fulfilment of expected returns. But *The Confidence-Man*, importantly, draws our attention to the *failure* of writing, and of contractual

writing in particular, to contain suspicion and to promote confidence. This failure, in turn, underscores the novel's own spurious and ultimately broken contract with its implied readers — a breach of contract which is anticipated in the narrator's conspicuous attempts to renegotiate the terms of the transaction that the novel effects with its readers.

Reading Strangers

While the pecuniary interests which underlie the seemingly benevolent encounter staged in “Benito Cereno” might take some effort to recover, the *Fidèle* is immediately described as a scene of exchange and a place of business. In the opening chapter of the novel, the barber of the river boat emerges with “business-like dispatch” as though “the long, wide, covered deck, hereabouts built up on both sides with shop-like windowed spaces, were some Constantinople arcade or bazaar, where more than one trade is plied” (5). The near-urban density of its interior and exterior spaces, which trouble the distinction between “publicity” and “privacy,” offer a mobile and itinerant space in which the “[a]uctioneer or coiner, with equal ease, might somewhere here drive his trade” (8). The narrator's description of the “crowd” (9) who populate and move through this maritime space draws on the epistemologies and visual regimes of the urban marketplace, where “people appear only as types” (Benjamin 14), and where the seeming impossibility of knowing a metropolitan crowd finds its expression in typicality and the tabulation of difference:

Natives of all sorts, and foreigners; men of business and men of pleasure; parlor men and backwoodsmen; farm-hunters and fame-hunters; heiress-hunters, gold-hunters, buffalo-hunters, bee-hunters, happiness-hunters, and

still keener hunters after all these hunters. Fine ladies in slippers, and
 moccasined squaws; Northern speculators and Eastern philosophers; English,
 Irish, German, Scotch, Danes . . . In short, a piebald parliament, an Anacharsis
 Cloots congress of all kinds of that multiform pilgrim species, man. (9)

This exhaustive “taxonomy of types” (Agnew 200), and its attendant sense that knowledge of others as individuals stands only as an “impossible ideal,” puts Rachel Cole in mind of the “epistemological crises that fuelled American realism in the latter half of the nineteenth century, when migration to urban cities destabilized individuals’ identities by separating them from their hereditary contexts” (385). However, it may be worth indulging a naïve literalism in parsing Cole’s account of the “fluid society” produced by the growth of cities in Melville’s particular historical moment (385). Though Melville’s rhetorical flourishes frequently imbricate urban and maritime spaces, the epistemological crises evinced by the novel are imputed specifically to the peculiar mobility of the *ship* as a site of exchange.¹ What emerges in the opening pages of *The Confidence-Man* is a singularly literal example of the “non-territorial spaces-of-flows” which for Giovanni Arrighi characterise the modern world-system (81): “Here reigned the dashing and all-fusing spirit of the West, whose type is the Mississippi itself, which, uniting the streams of the most distant and opposite zones, pours them all along, helter-skelter, in one cosmopolitan and confident tide” (9).

If the “stranger” can be considered the paradigmatic type of the antebellum urban marketplace (Henkin 5), then the production of strangeness is only accelerated

¹ In *White-Jacket* the gun-deck of the man-of-war *Neversink* is compared to the “market-place of a small town” (10). Although *The Confidence-Man*, to some degree, also constructs the ship as a “completely autonomous system of representation,” unlike *White-Jacket*, the narrator’s “unrelenting compulsion to represent the ship always as something else, to compare its spaces to other spaces” (Casarino 30-31) serves to underline its protean multiplicity of forms as well as its implication in economies which exceed its apparent boundaries.

by the movement of the ship. The ever-changing composition of the novel's "multiform" (9) population of passengers throughout its "voyage of twelve hundred miles" is characterised, like so much else on board the *Fidèle*, by the fungible logic of exchange: "like any small ferry-boat, to right and left, at every landing, the huge *Fidèle* still receives additional passengers in exchange for those that disembark; so that, though always full of strangers, she continually, in some degree, adds to, or replaces them with strangers still more strange" (8). The figure of the 'stranger' assumes, over the course of the novel's various exchanges and fraudulent transactions, the status of a universal subject position. One of the interlocutors engaged by the so-called Cosmopolitan (who consolidates a range of different iterations of the eponymous operator in the second half of the novel), while attempting to warn him of the presence of a certain "Mississippi operator" aboard the ship, speculates that the cosmopolitan is "a stranger here (but, indeed, where in this strange universe is not one a stranger?)" (196). Just as the titular 'masquerade' structure of the novel means that the "Confidence-Man" position is almost endlessly "pluralized" (Ngai 67) through a range of competing names and figures, so too do a range of potential dupes occupy the nominal category of the "stranger" — a term which appears some one hundred times in the novel. Under the pressure of this substitutability, the technology of proper names by which characters typically achieve legibility and coherence in the realist novel breaks down. As Elizabeth Renker notes, characters often lack names, and the superficial epithets which are temporarily applied to them multiply ("the man with the weed" also goes by "the unfortunate man," and so on), to the extent that readers often struggle to account for and comprehend the full cast of 'strangers' who cross the stage of the *Fidèle* (117).

The *Fidèle*, then, is rendered as a kind of floating marketplace populated by strangers who must ultimately be categorised according to type.² But if the complex internal space of the ship can be reduced to the terms of the marketplace, then this is a marketplace which is itself of a particular type, and which runs not on the immediate sale or delivery of goods but, crucially, on credit. In this way, the novel makes explicit the “economy of trust” (Baucom 64) in which Delano is implicated in “Benito Cereno.” A number of critics have already pointed to the centrality of credit and other promissory forms of exchange to the internal economy of the novel.³ To take just one of the numerous exchanges transacted between the Confidence-Man figure and numerous strangers throughout the novel over the course of a single day, images of credit are central to the CM’s encounter with the Missourian. Wearing a brass plate around his neck which identifies him as a representative of the so-called Philosophical Intelligence Office, the CM convinces the Missourian to purchase a child labourer through the “steady accrual of images of unactualized potentiality” (Ngai 59), in which the untrustworthy boy is figured as “incipient creation [...] a little preliminary rag-paper study, or careless cartoon [...] of a man” (121). Moving between this “figure of the rag-paper cartoon” and a series of horticultural metaphors, the P.I.O. agent asks the Missourian to view the boy-labourer as a commodity which “*promises well*,” or as a bearer of speculative or promissory value: “The man-child not only possesses these present points” but “like the bud of the lily, he contains concealed rudiments of others; that is, points at present invisible, with beauties present dormant” (121, emphasis in original). Though initially claiming to be without “slave

² For Georg Simmel, “strangers are not really perceived as individuals, but as strangers of a certain type” (148). Insofar as the ‘stranger’ itself constitutes a type, it emerges here, as elsewhere in the nineteenth century on both sides of the Atlantic, as the “distinctive figure both of and for modernity, both a condensation of modernity’s anonymous settings and the bearer of new forms of collective social experience” (McWeeny 3).

³ In particular, see Kamuf.

sentiments” despite living in a “slave state” (112), the Missourian is led to become implicated in the very forms of credit, promissory value, and mutual trust which underlie not only fiduciary exchange in general but also, as Ian Baucom has shown, the trade in human property in particular (61). Having succeeded in persuading the Missourian “to waive, in his exceptional case, that general law of distrust systematically applied to the race,” the P.I.O. agent goes on to nominate this suppression of distrust as one of the basic conditions of possibility for the system of fiduciary exchange itself: “Confidence is the indispensable basis for all sorts of business transactions. Without it, commerce between man and man, as between country and country, would, like a watch, run down and stop” (128–30).

“Like a watch”: the P.I.O. agent’s comparison of commerce to a timepiece is instructive, since in *The Confidence-Man*, as Wai Chee Dimock has it, what we are witnessing is among other things “the commodification of time, the incorporation of the future into the structure of the commodity” (193). The novel’s attention to the future-oriented temporality of antebellum exchange is fitting given that, at the historical moment in which Melville was writing, “the very definition of ‘contract’ was revised in order to incorporate time into the structure of exchange” (Dimock 193). According to Morton Horowitz’s influential account of the elevation of “the paradigm of contract to its supreme place in nineteenth century legal thought” (209), the growth of the use of executory contracts as ‘futures’ agreements and the recognition of expectation damages marked the end of an understanding of contract based on the immediate delivery or transfer of property (174). The P.I.O. agent, significantly, connects this “temporal axis” (Dimock 193) of exchanges based on credit to their affective conditions of possibility, asserting that confidence constitutes the “indispensable” basis for “commerce between man and man” (128). The novel

repeatedly shows that parties to a given exchange must work to establish the conditions of mutual trust which constitute credit's basic condition of possibility by assessing one another's credibility. On board the *Fidèle*, "relations of exchange among strangers in public" (Rogin 239) entail, as they do for Captain Delano, new ways of reading character and credibility. In particular, these relations demand the development of modes of interpersonal reading which can allow antebellum subjects to accommodate themselves to a new and estranging "marketplace reality" in which the reliability of appearances was routinely called into question (Rogin 238). Mechanisms of credit and promissory exchange were hardly new, of course, by the mid-nineteenth-century moment of which Melville's novel is typically taken to be a particularly local expression. But as Dimock and Horwitz indicate, Melville's novel emerges at a historical moment in which the legal and written forms assumed by credit — in particular, the contract — were being revised in order to accommodate the emergence of new and estranging market relations.

For all that the *Confidence-Man* has tended to frustrate the formal categories available to critics, seeming at once to exceed and fall short of its novelistic classification, the novel has long served as a formal venue for making sense of shifts in market relations brought about by changes in credit and other abstract, future-oriented forms of value. The figure of the stranger who, as much as the CM himself, lies at the heart of the novel's various transactions can be read as a more recent and particularly antebellum example of what J.G.A. Pocock described as the "new image of social personality" engendered by "modes of consciousness suited to a world of moving objects" (111, 109). Pocock writes of the recognition by political thinkers in the eighteenth century that

in the credit economy and polity, property had become not only mobile but speculative: what one owned was promises, and not merely the functioning but the intelligibility of society depended upon the success of a program of reification. If we were not to live solely in terms of what we imagined might happen — and so remain vulnerable to psychic crises like those of the Darien Scheme, the South Sea Bubble, and the Mississippi Company — experience must teach us when our hopes were likely to be fulfilled, and *confidence* [confidence or trust] teach us that we might create conditions in which their fulfilment would be more likely. (113)

The problem of securing confidence in the fulfilment of promises between strangers in a credit economy, by Pocock's account, turns out to be a problem of social intelligibility — a problem of social reading.⁴ In her *The Economy of Character*, Deidre Lynch draws on Pocock's account in order to argue that in the face of new commodity forms and instruments of value, the “preternaturally legible” characters of early novels offered readers a “coping mechanism” for the destabilising epistemic shifts brought about by this new “world of moving objects” (4-5). The changing face of the marketplace in the mid-eighteenth century, characterised by an influx of new commodities and new credit arrangements, gave rise to a “crisis of legibility” which the eminently readable characters of early novels at once exacerbated and attempted to redress (Lynch 128).

The impersonal, interchangeable quality of Melville's ‘strangers’ recalls the epistemic pressures exerted by “new impersonal forms” such as the “mechanisms of

⁴ Baucom narrates at length how Pocock's “program of reification” involved the production of “a new form of public discourse, one devoted to teaching the public . . . how to read the newly crucial trade in promises, speculations, and desire [and] how to interpret the credibility and the creditworthiness of the ‘new social persons’ with whom society's deindividualized individuals were increasingly called on to transact public life” (67).

credit and currency” a century earlier (Lynch 13). This is not to elide the substantial differences between the “crisis of legibility” which animates Lynch’s account and the speculative antebellum economy in which Melville wrote *The Confidence-Man*.

Rather, it is to suggest the non-synchronous ways in which Melville’s novel takes up many of the same problems of credit which exercised early novels and refashions them for a historical moment in which questions of character and legibility were once again current.⁵ Significantly, both Elizabeth Renker and Rachel Cole read *The Confidence-Man* as diagnosing a specifically antebellum-American crisis of legibility: for Cole, the novel deals with the difficulties of producing strangers as “legible, tangible beings” (398), while for Renker the novel’s rendering of character as “inconsistent, elusive, and hard to read” registers the failure of an ideal of “transparency” which would “make a person’s interior thoughts and feelings perfectly legible in outward appearance and behaviour” (118). Like Delano’s attempts to decipher the “unaccountable” Cereno’s “black-letter text,” both the novel and its critics revive “linkages between [typographical] character and countenance,” where “each is supposed to be the very epitome of legibility” in a market society in which such legibility is a “social desideratum” (Lynch 31). “Character” offers a semantically rich set of terms for thinking about the overlapping issues of legibility and credit, especially in an antebellum culture in which, as Lendol Calder has demonstrated, the notion of a person’s “character” was aligned closely with that of credit (87-88). In an “age of joint-stock companies” (175) dominated by the “Wall Street spirit” (40) in which affect has the capacity to “produce an economic effect more swiftly and surely

⁵ For another demonstration of the historical and critical portability of credit, character, and legibility as an analytic topos, see McClanahan’s recent work on the literary culture of contemporary credit scoring, which she argues has created “new kinds of persons and required new modes of characterization to mediate those persons and to render them socially legible” (53).

than economics itself” (Massumi 45),⁶ the viability of the novel’s internal systems of exchange depend upon developing ways of reading character which can induce confidence in the legibility of strangers, in the fulfilment of promises, and in the stability of the system of credit as a whole.

Along with costumes characters wear, the face or countenance occupies the privileged position within these social reading practices as they are played out in the vast “trade of promises” (Baucom 67) mapped by Melville’s novel. In his attempt to solicit the Missourian’s confidence, P.I.O. agent refers to having had a “more or less favourable opportunity for studying mankind — in a business way, scanning not only the faces, but ransacking the lives of several thousands of human beings” (119). The P.I.O. agent’s reference to scanning faces “in a business way” suggests the routine forms of physiognomic scrutiny which enable market subjects to successfully transact public life with strangers. These practices assume particular significance during the cosmopolitan’s effort to solicit the confidence of the boat’s barber, whose sign bearing the words “No Trust” advertises his unwillingness to accept credit from his customers. Attempting to convince the barber that “the spirit of that notification is not one with [his] nature,” the cosmopolitan asks his mark to consider the issue in an “abstract light”: “supposing, I say, you see a stranger, his face accidentally averted, but his visible part very respectable-looking; . . . what would be your impression of that man, in a moral point of view?” (228).

Each encounter staged in the novel begins with a brief sketch of the recently-introduced ‘stranger’, or a “preliminary scanning of the new comer” (54). Costume and countenance each offer a set of competing signs which, under the scrutiny of the

⁶ Here I draw on Sianne Ngai’s important contribution to criticism on the affective economies of the novel.

literate reader, promise to make internal character legible and available for inspection. In one scene, the cosmopolitan encounters a passenger whose “violet vest” sends up “sunset hues to a countenance betokening a kind of bilious habit” (139). Costume in particular offers signs not only to be noticed but to be read, and which bear the capacity to index internal qualities: the “gentleman with gold sleeve-buttons” wears coat-skirts of white satin which exceed their status as “a bit of mere tailoring” to serve as “something of an emblem, as it were; an involuntary emblem, let us say, that what seemed so good about him was not at all outside; no, the fine covering had a still finer lining” (36). Even on its own, the face serves repeatedly as a token — although often a spurious one — of recognition between strangers. In one such scene, John Ringman, an iteration of the CM also known as the man with the weed, appeals to a stranger’s memory for faces as a means of soliciting his recognition and confidence: “Is it possible, my dear sir,” resumed he with the weed, “that you do not recall my countenance? why yours I recall distinctly as if but half an hour, instead of half an age, had passed since I saw you. Don’t you recall me, now? Look harder” (18). Having shifted the “grounds of identification from names to faces” (Bellis 559), the novel repeatedly construes the face as a reliable credit record while at the same time undermining its capacity to be read. When, in another scene, the miser appeals to the CM for a print token of the transaction which has taken place between them (“but the vouchers, the vouchers”), the CM offers the supposed legibility of his own countenance in its place: “‘Honesty’s best voucher is honesty’s face.’ ‘Can’t see yours, though,’ peering through the obscurity” (75).

That Dimock should find the CM’s dupes “faceless” (185) suggests, rather than a lack of physiognomic scrutiny, the failure of countenance to reliably index a character’s creditworthiness. Even as it construes character in textual terms, the novel

repeatedly points to external character's illegibility, and its resistance to interpretative coherence. In many of the transactions conducted by the CM figure, this interpretative coherence arrives all too late. Soon after the departure of the P.I.O. agent, the Missourian, like "one beginning to rouse himself from a dose of chloroform treacherously given," begins to suspect that he "had unwittingly been betrayed into being an unphilosophical dupe" (129). In his "puzzled review" of the transaction which has just taken place, the Missourian "revolves the crafty process of sociable chat, by which, as he fancies, the man with the brass-plate wormed into him" (130), and turns at last to the very "doctrine of analogies" advanced by the CM himself in attaching promissory value to the boy-labourer: "Analogically, he couples the slanting cut of the equivocator's coat-tails with the sinister cast in his eye; he weighs slyboot's sleek speech in the light imparted by the oblique import of the smooth slope of his worn boot-heels; the insinuator's undulating flunkyisms dovetail into those of the flunky beast that windeth his way on his belly" (130). In attempting make the "oblique import" of the CM's various external signs intelligible and legible, then, the Missourian ends up adopting the very "analogical theory" (126) whose soundness he had previously sought to undermine ("But is analogy argument? You are a punster" [124]). What emerges from this interpretative impasse is not legibility but incomprehension: "He revolves, but cannot comprehend, the operation, still less the operator" (130).

The operator's peculiar illegibility — evident in the Missourian's failed attempts to read him in terms which do not merely reproduce the analogical method espoused by the CM himself — comes to define the webs of social encounter and obligation on board the *Fidèle* as a whole. Transacting business with strangers requires characters to negotiate this illegibility and conduct business with one another

despite its epistemic limits. In his exchange with the Cosmopolitan, the mystic goes so far as to assert this illegibility as a universal principle: “What are you? What am I? Nobody knows who anybody is. The data which life furnishes, towards forming a true estimate of any being, are as insufficient to that end as in geometry one side given would be to determine the triangle” (193). Though aspects of external appearance (costume, countenance) constitute the primary characteristic “data” furnished by the novel, the external signs which might contribute to a “true estimate” of another person are repeatedly marked by a referential instability which makes them virtually unreadable at face value. The stranger in the “violet vest,” for instance, is characterised by a “florid cordiality” which suggests not itself but rather an “aguish sallowness of saving discretion lurking behind it” (140). Invoking a notional body of “ungracious critics” without endorsing their suspicions, the narrator notes that, “though his teeth were singularly good, those same ungracious ones might have hinted that they were too good to be true; or rather, were not so good as they might be; since the best false teeth are those made with at least two or three blemishes, the more to look like life” (140). Internal and external character, then, are repeatedly delaminated, and their relation to one another exposed as arbitrary or even false. In the final scenes of the novel, when pressed by the cosmopolitan as to why “the mere handling of the outside of men’s heads” should lead him to “distrust the inside of their hearts,” the barber asserts that his occupation engenders suspicion towards the external signs which are supposed to make character (and indeed credit) visible both in the novel and in the marketplace:

What, sir, to say nothing more, can one be forever dealing in Macassar oil, hair dyes, cosmetics, fake moustaches, wigs, and toupees, and still believe that men are wholly what they look to be? What think you, sir, are a thoughtful

barber's reflections, when, behind a careful curtain, he shaves the thin, dead stubble off a head, and then dismisses it to the world, radiant in curling auburn? (232)

His trade having let him in "behind the scenes" of the construction of visible character itself (231), the barber insists that he is unable to summon the "undistrustful good nature" ("Benito Cereno" 55) solicited by the credit economy: a mode of reading which, like Delano's, unquestioningly assumes continuities between surface and depth, part and whole. Interrogating surface marks for their capacity to conceal, rather than index, the creditworthiness of the *Fidèle's* strangers, the novel's titular masquerade destabilises not only the necessary transparency of the market's symbolic environment but, with it, the routine social reading practices which I have suggested enable market actors to extend credit to one another as parties to a contract or exchange. By rendering the antebellum economy's "new social persons" opaque and unreadable, *The Confidence-Man* dramatises a "crisis of legibility" (Lynch 128) which only the unparalleled legibility of the written word can redress.

Documentary Proof

Two senses of 'character' preoccupy Lynch's study of the economy of character: the personal and the typographical. Just as characters' faces are rendered less as "natural facts and more as signs, prototypical reading matter," the eminently readable characters analysed in her study connote, too, "technologies of writing and, particularly, of typography and engraving" (Lynch 30). For Lynch, then, the "somatic culture of the face thus derives its significative centrality from a semantic complex in which the ethical, the physiognomic, the typographic, and even the numismatic

merge” (30). To conjugate these two distinct but overlapping senses of ‘character’ risks exposing this discussion to accusations of argumentative equivocation similar to those levelled at the CM himself (“you pun with ideas as another man may with words” [124]). The novel, though, invites us to see these twin senses of the term as semantically entangled. As Renker has shown, Melville’s most “unreadable” novel involves the convergence of “written characters” (or “marks on a page”) and the “novelist’s characters in the sense of actors or personages created in the tale” (119). The second of the personages assumed by the CM — a “grotesque negro cripple” known only as Black Guinea (10) — invites speculation that he is “some white operator, betwisted and painted up for a decoy” (14). In beginning the novel with speculations about a character whose blackness is “literally ‘put on’ white,” the text immediately conjures a “black-and-white contrast that figures black writing on a white page” (Renker 119).

Written texts associated with specific personages proliferate as the novel unfolds, from the conspicuously-titled “transfer-book” carried around the boat by the putative representative of the Black Rapids Coal Company (56), to the small volume of Tacitus carried by the young collegian, who wears a “square, tableted broach, curiously engraved with Greek characters” (25). The referential stability of the relationship between the visible “lettering” (56) of a given text in public and the identity of the bearer is an important one to the novel’s internal economy. What Renker calls the “persistent thematics of writing” (119) in the novel is intimately tied to its affective economies of credit, in which the confidence economic actors are called upon to invest in one another, as well as in the system of exchange itself, is secured only by their mutual legibility. In the face of the novel’s broader crisis of legibility, the text repeatedly stages appeals to the legibility of systems of writing as a

means of suppressing suspicion and reifying the promissory exchanges of positive feeling which take place between the CM and his marks. When the legitimacy of Black Guinea's appeals are called into question, the crowd asks him if he might be able to produce "any documentary proof, any plain paper about him, attesting that his case was not a spurious one" (13). The miser, too, though reassured by one of the CM's other personas that "Mr. Truman's word is his bond" (104), makes an unheard request for a printed receipt, or some material proof, of the fraudulent investment he has made: "Nay, back, back, — receipt, my receipt! Ugh, ugh, ugh! Who are you? What have I done? Where go you? My gold, my gold! Ugh, ugh, ugh!" (76). In another scene, anticipating the *caveat emptor* "doctrine of labels" (193) espoused by the mystic later in the novel, the herb-doctor answers a sick man's "lurking doubt" about the authenticity of his Omni-Balsamic Reinvigorator by pointing to the capacity of print characters to serve as objective, authenticating marks: "Take the wrapper from any of my vials and hold it to the light, you will see water-marked in capitals the word '*confidence*,' which is the countersign of the medicine, as I wish it was of the world. The wrapper bears that mark or else the medicine is counterfeit" (83).

Drawing attention to writing as one device for "capturing" an otherwise fugitive confidence (Ngai 57), these written documents and marks are repeatedly ascribed (however temporarily) the capacity to reify affect, to secure its commercial efficacy by rendering it objectively legible and readable *as text*. The issue of rendering otherwise unstable affects such as confidence amenable to the demands of the market has long been a problem in credit economies: Pocock describes how one of the "programs of reification" devised by thinkers to address the epistemic crisis induced by the emergence of credit involved the "conversion of passion into reason" (113). What worried these thinkers was not the cold rationality but the hysteria of

economic man, for whom some means had to be found for “controlling his own impulses” (113). In their vulnerability to affective shocks and manipulations, the economic actors who appear on the stage of Melville’s novel have little in common with the vision of “economic man” as a “masculine conquering hero” which obtained in nineteenth-century political economy, and more to do with his “eighteenth-century predecessor,” who “was seen as on the whole a feminised, even effeminate being, still wrestling with his own passions and hysterias and with interior and exterior forces let loose by his fantasies and appetites, and symbolised by such archetypally female goddesses of disorder as Fortune, Luxury, and most recently Credit herself” (Pocock 114). *The Confidence-Man* elongates temporary psychic crises like the South Sea Bubble into a permanent and ordinary state of affairs, one characterised at once by a lack and a surplus of confidence or trust. This crisis requires the development of forms and writing which can capture otherwise-fugitive modes of credit and promissory value — the subjunctive category of what “might happen” (Pocock 113) — and confer predictability upon them. In the antebellum historical moment to which Melville’s novel ‘properly’ belongs, contract was the legal instrument deemed capable of conferring stability and prognostic certainty on the delivery of promises and expected returns. Contractual relations depend, crucially, on a particular kind of certainty: not “changeless rigidity,” but a “consistency of logic and reasoning [...] that yields a reasonable predictability” (Skar 86-7). As Morton Horwitz has it, in the face of the rise of futures agreements, and with them a “fluctuating conception of expected value” (181), contract became an important instrument not only for making subjective desire legible but for “protecting against changes in supply and price in a market economy” (174); an instrument, that is, for generating confidence in the entirely suppositional stability of systems of speculative capitalist exchange.

Contract becomes one of the most conspicuous modes of writing deployed in Melville's novel, and its supposed capacity to secure certainty in the fulfilment of promises and the delivery of expected returns is most clearly underlined during the cosmopolitan's exchange with the barber, during which the former suggests that the latter might "try the experiment" of taking down his sign declaring "No Trust" (233). Although the barber is initially reluctant to indiscriminately extend credit to his customers, by way of a "sort of magical [...] power of persuasive fascination" on the part of the cosmopolitan, he is "irresistibly persuaded to agree to try, for the remainder of the present trip, the experiment of trusting men" (234). This experiment is agreed to "not unreservedly," however: the barber insists that the cosmopolitan "go security to him against any loss that might ensue" and "[s]till the more to save his credit, he now insisted upon it, as a last point, that the agreement should be put in black and white, especially the security part" (234). Significantly, given the thematics of writing and credit within the text as a whole — and unlike the primarily verbal contracts which propel the narrative of "Benito Cereno" — the drawing up of a contract is made manifest here as an act of *writing*: "Now, then, for the writing" (234). Drawing attention to the material conditions of writing, including "pen, ink, and paper," the scene makes much of the paradoxically 'thin' material in which contractual relations are encoded: "'Strange, barber,' taking up the blank paper, 'that such flimsy stuff as this should make such strong hawsers'" (234-5).⁷

The nautical terms which the cosmopolitan uses to describe contractual relations — a hawser is a rope or cable used for mooring a ship — remind us of the

⁷ These "material dimensions" of writing are, as Renker has argued, "constitutive of the terms of [Melville's] fiction"; see Renker, "Melville, Wife Beating, and the Written Page."

maritime, “extraterritorial zone” in which the contract is drawn up (Agnew 196).⁸

Significantly, when the cosmopolitan expresses doubts about the necessity of putting their agreement in writing, the barber refigures the contract as a mnemonic aid rather than a legal instrument adjudicated and guaranteed by the state: “Well for you, on your side, to have it in black and white, just for a memorandum like, you know”

(235). The absence of the state as the supervising authority of contractual relations on board the *Fidèle*, rendered as a “floating liberty, an amoral suburb beyond the jurisdiction of local authorities” (Agnew 196), is underlined when the barber raises the question of “who should have custody of the instrument” (235). The barber proposes that they “should go together to the captain, and give the document into his hands — the barber hinting that this would be a safe proceeding, because the captain was necessarily a party disinterested” who could not “make anything by a breach of trust” (235-36). If the captain of the ship often serves in the maritime novel as an avatar of the law,⁹ then it is significant that, as Kamuf points out, the captain of the *Fidèle* never appears “in person” at any point in the novel (211). Refusing to defer to the disinterested, legal custodianship of the captain, and expropriating the power of enforcement from the state, the cosmopolitan instead reasserts the essentially *affective* character of the relation which their contract puts into writing: “‘Why, barber,’ said the cosmopolitan, ‘this don’t show the right spirit; for me, I have confidence in the

⁸ It is this crucial aspect of the text which a Law and Literature approach to the question of contract in Melville’s fiction has frequently led critics to elide or diminish. Brook Thomas notes: “Within the context of *The Confidence-Man*, where every transaction is a potential swindle, there is little doubt that the Cosmopolitan has used the contract to cheat the barber. For our purposes, however, it is important to imagine what would happen if the barber tried to take the case to court to recover his losses” (*Cross-Examinations* 185). This may well prove a useful thought experiment. But in what jurisdiction would this peculiar case be brought before the bar? *The Confidence-Man* not only emerges from a moment “marked by insecurity over national cohesion” (Ngai 61), but traces a path — along the Mississippi — which traverses multiple jurisdictional boundaries.

⁹ The narrator of “Benito Cereno” echoes this conceit when he notes of Cereno that “to have beheld this undemonstrative invalid gliding about, apathetic and mute, no landsman could have dreamed that in him was lodged a dictatorship beyond which, while at sea, there was no earthly appeal” (63).

captain purely because he is a man; but he shall have nothing to do with our affair; for if you have no confidence in me, barber, I have in you. There, keep the paper yourself,' handing it magnanimously" (236).

The cosmopolitan's evident disgust at the "black and white" bonds of legal contract — deeming them not only "strong" but "vile hawsers, too" — has to do with their supposed reproach to what he calls their "joint honor" as parties to an exchange of "fellow-feeling" (235). Promoting mutuality of affective investments rather than legal sanction as the basis for their exchange, the cosmopolitan asserts that personal "honor," rather than the impersonal authority of the state or the law, should govern exchanges among strangers: "I shall make a poor lawyer, I fear. Ain't used, you see, barber, to a business which, ignoring the principle of honor, holds no nail fast till clinched" (234). Refigured as a written record of their mutually-invested trust in one another rather than a legal instrument enforced by an external authority, the contract both reifies and serves as "proof" of "responsive fellow-feeling" between the cosmopolitan and the barber as contracting parties (235), thereby giving tangible and legible form to the "unfelt" feeling (confidence, trust) on which the novel's internal credit economy runs (Ngai 69). More than an external record and objectification of the affective conditions for their transaction, though, the contract explicitly serves to contain and to regulate the affective dispositions of the contracting parties. Their written agreement, interpolated directly into the narrative discourse, states that the cosmopolitan

hereby agrees to make good to the last any loss that may come from his [the barber's] trusting mankind, in the way of his vocation, for the residue of the present trip; provided that William Cream keep out of sight, for the given term, his notification of 'No Trust,' . . . [and] by all proper and reasonable

words, gestures, manners, and looks, evince a perfect confidence in all men, especially strangers; otherwise, this agreement to be void.

Done, in good faith, this 1st day of April, 18—, at a quarter to twelve o'clock, P.M., in the shop of said William Cream, on board the said boat Fidèle. (235)

The terms of the cosmopolitan's contract with the barber actively stipulate its own affective conditions of possibility by recruiting the barber in the CM's project of containing suspicion and extending trust or credit to strangers. Although at first the contract appears exactly like the other "conspicuously unstable" modes of writing (receipts, vouchers, labels) assumed by both confidence and monetary value in the course of the novel, unlike these written "abstractions" of a putatively transferrable feeling (Ngai 69), the contract not only serves to induce confidence in strangers but actively stipulates the terms on which that confidence or credit is to be extended.

The contractual form which confidence assumes in this scene might appear paradoxical, since the text of their agreement directly concerns itself with precisely the affective residues of exchange "long eschewed by the formalized and reified structures of modern legal contract" (Best 82). Far from simply retaining or absorbing the affective orientations of its signatories, though, the cosmopolitan's contract promises to give a "formalized and reified" structure to affect by fixing it in writing — that is, in an external, objective, and legible document. The text of the contract itself elaborates this concern with the relation between subjective feeling and its external legibility by enjoining the barber to "evinced" confidence in strangers in the form of external signs: not only through the removal of the written sign declaring 'No Trust', but by way of "all proper and reasonable words, gestures, manners and looks" (235). Though the cosmopolitan's emphasis on the contract itself as material evidence

of “responsive fellow-feeling” (235) recalls the so-called will theory of contractual obligation which obtained in the mid-nineteenth century, and which held that the validity of a contract depended upon there having been a “meeting of minds” (Horwitz 184), the specific emphasis placed by the cosmopolitan’s contract on the evidentiary work performed by external signifiers anticipates what Stephen Best has described as the “decisive shift towards contract’s objectification” in American jurisprudence closer to the end of the nineteenth century; towards, that is, “a view of contractual agreement as pure semiosis” (35).¹⁰ Melville’s novel does not, of course, attempt to resolve this emergent tension between interiority and its exterior signification. But in its staging of a spurious attempt to reify and formalise confidence or “responsive fellow-feeling” *as writing*, the cosmopolitan’s contract with the barber dramatises the problems which attend any attempt to fix and render affect legible “in black and white” (235).

Illegible Contracts

Before setting out these problems in greater detail, it is worth noting that, like so many of Melville’s contracts before it, the cosmopolitan’s written agreement with

¹⁰ An especially important articulation of this shift away from the will theory of contract can be found in Oliver Wendell Holmes’s essay “The Path of the Law” (1897): “[T]he making of a contract depends not on the agreement of two minds in one intention, but on the agreement of two sets of external signs — not on the parties having *meant* the same thing but on their having *said* the same thing. Furthermore, as the signs may be addressed to one sense or another — to sight or to hearing — on the nature of the sign will depend the moment when the contract is made. If the sign is tangible, for instance, a letter, the contract is made when the letter of acceptance is delivered” (178, emphasis in original). Holmes’s emphasis on the legibility of external signs as an antidote to the illegibility of authorial intention is part of a programme of legal standardisation, or a process of making the law’s “prophecies more precise” and “[generalising] them into a thoroughly connected system” (168). Significantly, for our purposes, this process involves stripping legal narratives of the external ‘data’ of costume and countenance which, in *The Confidence-Man*, promise to render market actors legible: “The reason why a lawyer does not mention that his client wore a white hat when he made a contract, while Mrs. Quickly would be sure to dwell upon it [...] is that he foresees that the public force will act in the same way whatever the client had upon his head (168).

the barber fails. When the barber asks for an advance on the security agreed to in their contract, the cosmopolitan refuses on the grounds that to provide cash up front would be to “violate the inmost spirit of our contract” (237). Asked simply to pay for his shave, the cosmopolitan once again postpones payment, citing the terms of their agreement: “I shan’t pay you at present. Look at your agreement; you must trust. Tut! against loss you hold the guarantee” (237). Soon after the cosmopolitan’s departure, the barber, now “restored to his self-possession and senses,” replaces the sign and tears up the contract, “which he felt the more free to do from the impression that in all human probability he would never again see the person who had drawn it” (237). The barber’s breach of contract is perhaps the most dramatic display of the failure of contract writing to secure confidence in the novel’s internal systems of credit. But even before the barber dispenses with the contract altogether, the scene points repeatedly to the failure of “mere writing and saying” to induce confidence or to secure the viability of promissory or speculative values (237), as well as the specific interpretative difficulties which attend the capture of affect in writing. Unlike the written contract between Cereno and the rebels in “Benito Cereno,” in *The Confidence-Man* the contract between the cosmopolitan and the barber is embedded directly in the text. Presenting the agreement in full as a written document, the text invites its readers to scrutinise the contract even as its stipulations are made vulnerable to the same vicissitudes of meaning and interpretation which characterise the literary text as a whole.

Appropriately enough, the composition and signing of the contract is followed, almost immediately, by an attempt to negotiate and decide upon its meaning. After the barber makes his request for a down payment on the security, the cosmopolitan puts on a display of mock-incredulity:

‘Cash again! What do you mean?’

‘Why, in this paper here, you engage, sir, to insure me against a certain loss, and—

‘Certain? Is it so *certain* you are going to lose?’

‘Why, that way of taking the word may not be amiss, but I didn’t mean it so. I meant a *certain* loss; you understand, a CERTAIN loss; that is to say, a certain loss.’ (237)

Much could be said here about the failure of the written contract — and indeed the “letter of the law” more generally — to act as a “reservoir of certainty” by furnishing a “finite set of inferential procedures” (Best 33). For our purposes, however, the tautologies of the barber’s response to the equivocations advanced by the cosmopolitan, as well as the failure of their contract to yield any “stable meaning” (Thomas, *Cross-Examinations* 186), call to mind the more specific difficulties involved in interpreting contracts in the antebellum period. As Thomas notes, “it is a distinctive fact of the antebellum period that the legal guidelines on how to interpret contracts continually fluctuated . . . [and] jurists had to decide whether a contract expressed the intent of the parties involved or whether its words had an objective meaning independent of the parties’ intentions” (*Cross-Examinations* 186). In addition to these obstacles — as well as the more obvious peculiarity of the entirely fanciful agreement at issue here — these interpretative difficulties are further exacerbated by the functionally stateless, mobile, and extra-juridical setting in which the contract between the barber and the cosmopolitan is drawn. The effective absence of a state or even quasi-state authority means not only the absence of an enforcing power but of an *authorising* one: that is, a structure for legal interpretation which would adjudicate disputes over meaning and bring coherence to the contract as a

written text. Although I have suggested illegibility of personal character in an itinerant and “placeless” market lies behind characters’ frequent appeals to the legibility of the written word, what emerges repeatedly in the novel is the *failure* of writing — and of contract writing in particular — to secure confidence in the future realisation of credit and speculative value. Just as the novel repeatedly gestures towards the illegibility of strangers on board the *Fidèle*, then, typographical character (and with it the “letter” of the law) is beset by a similar crisis of legibility.

The scene of the cosmopolitan’s contract with the barber is immediately followed by another scene of contract interpretation — one which, while less-explicitly contractual, makes issues of legibility central to its engagement with the written word. “Redolent from the barber’s shop,” the cosmopolitan enters a dimly-lit cabin (full darkness being unadvisable “in a place full of strangers”), where he encounters a “clean, comely, old man” (240-1). The last of “countless reading scenes” in the novel (Henkin 148), much of the final chapter is devoted to the old man’s efforts to decipher a “Counterfeit Detector” he has acquired from a peddler boy doing his rounds on the ship. A revolutionary-era device for distinguishing, by sight and touch, a “good” bill from a counterfeit one, counterfeit detectors became popular during the mid-nineteenth century — a period during which, as David Henkin describes in *City Reading*, prior to the installation of a uniform national currency by the Legal Tender Act in 1862 and in the midst of the proliferation of unregulated and non-standard paper currency, such bills “had to be read” (139). The introduction of the counterfeit detector in the last scene of the novel underlines this conception of currency as text. With the attentive scrutiny of a prototypical suspicious reader, the old man proceeds to interrogate the bills for authenticating marks:

Laying the Detector square before him on the table, he then, with something of the air of an officer bringing by the collar a brace of culprits to the bar, placed the two bills opposite the Detector, upon which, the examination began, lasting some time, prosecuted with no small research and vigilance, the forefinger of the right hand proving of lawyer-like efficacy in tracing out and pointing the evidence, whichever way it might go. (248)

As one of numerous genres of reading matter interpolated into the narrative discourse, the detector serves in Melville's novel both as a device of popular amusement (the old man compares two of his bills "just to pass time" [248]) and of fiduciary authority, which promises to make legible the authenticity and credibility of potentially-spurious paper currency.

Like the other kinds of quotidian reading matter which proliferate over the course of the novel (whether faces, vouchers, or labels), the circulation of bills in the antebellum era served to enable "interpersonal relations between strangers" (Henkin 164) and install what Ian Baucom terms "network[s] of mutually invested trust" among dispersed individuals (64). But the bills are, like the written agreement with the barber, a particular kind of text: namely, a contract between strangers executed in the absence of a centralised state authority. As Henkin argues, although nonuniform paper currency "linked unrelated people and objects in networks of circulation and exchange" (139), and were thus "transferable texts suitable for circulation among strangers," privately-issued banknotes nevertheless deployed the terms of a personal agreement: not only did the signatures of bank presidents and cashiers appear on the bills, but in many cases "a note would identify by name the particular party to whom the promise was made, so that no matter how widely the bill circulated, any subsequent use would commemorate and draw upon the original transaction, much in

the manner of a personal check signed over to an unlimited number of third parties” (Henkin 143-44). The quasi-contractual text printed on the bills issued by banks also neatly condensed the typographical and physiognomic senses of ‘character’ which organise routine social reading practices elsewhere in Melville’s novel. Nonstandard banknotes often included miniature “vignettes” representing faces with unique expressions, and their typography underscored the “ostensibly personal character of the fiduciary commitments they encoded,” relying on authenticating signatures and idiosyncratic handwriting to secure their credibility and intelligibility as they changed hands in the course of everyday transactions (144).

Significantly, Melville’s treatment of amateur counterfeit detection foregrounds the *illegibility* of the bills as contractual documents, or the ways in which they resist or frustrate the attentive scrutiny of their bearers. When the cosmopolitan asks the old man whether he finds the bills “guilty, or not guilty,” the “perplexed” old man is unable to give a definitive answer, complaining that “there’s so many marks to go by, it makes it a kind of uncertain” (248). Unable to locate or make sense of the multiplicity of authenticating marks stipulated by the detector, the old man fruitlessly scrutinises the surface of the bill for signs of its putative credibility: “if a good bill, it must have, thickened here and there into the substance of the paper, little wavy spots of red; and it says that must have a kind of silky feel, being made by the lint of a red silk handkerchief stirred up in the paper-maker’s vat” (248). This careful reading of the bill is further complicated by the varying degrees of legibility — partly a consequence of circulation itself — which the detector ascribes to particular authenticating signs: “But then it adds, that sign is not always to be relied on; for some good bills get so worn, the red marks get rubbed out” (248). If the excessively vast trade in promises enabled by unregulated paper currency was underpinned by the

“contractual terms printed on the note” (Henkin 150), then the emphasis on not-quite-legible “signs” in this scene anticipates a conception of contract as “pure semiosis” which would only find its fullest legal elaboration later in the nineteenth century (Best 35).

The scene goes on to inflate the illegibility of these signs to a comic degree. Having failed to locate the “wavy spots of red” on the surface of the bill, the old man turns to another of the “fifty” possible signs which the detector identifies as markers of an authentic bill:

‘Stay, now, here’s another sign. It says that, if the bill is good, it must have in one corner, mixed in with the vignette, the figure of a goose, very small, indeed, all but microscopic; and, for added precaution, like the figure of Napoleon outlined by the tree, not observable, even if magnified, unless the attention is directed to it. Now, pore over it as I will, I can’t see this goose.’

‘Can’t see the goose? why, I can; and a famous goose it is. There’ (reaching over and pointing to a spot in the vignette).

‘I don’t see it—dear me—I don’t see the goose. Is it a real goose?’

‘A perfect goose; beautiful goose.’

‘Dear, dear, I don’t see it.’ (248-49)

The joke being made at the expense of the old man, of course, is that the “all but microscopic” figure is “not observable” at all: it escapes the shifting regimes of legibility established by the detector and suggests, instead, that the detector itself is counterfeit. Like the written contract between the barber and the cosmopolitan before them, the quasi-contractual texts which circulate and invite appraisal in this scene fail to secure the conditions of mutual confidence which underlie exchanges on board the

Fidèle. Moreover, as Henkin notes, the introduction of the counterfeit detector during the final encounter staged in the novel “pulls the rug out from under all previous confidence games by calling into question the one printed document [dollar bills] whose stability the reader has come to rely upon,” thereby pulling print currency into the orbit of its highly unstable internal “sign system” (148). By rendering the interpretative “wild-goose chase” (249) occasioned by its embedded documents in comically literal terms, the final scene of the novel evinces, in miniature, the “crisis of legibility” (Lynch 128) which characterises credit relations between strangers in the novel as a whole.

Uncertain Credit

The crisis of legibility which characterises relations between characters in *The Confidence-Man* refuses to remain limited to the circumscribed world of the novel; it extends to the unstable relations of credit and contract which the text establishes with its readers. It is a commonplace in criticism of the novel that, upon publication, it was roundly judged a failure. But attending to the terms in which this failure was articulated sheds light on the kinds of generic expectations which readers brought to the text at an entirely different historical moment. An unsigned review published in the New York *Dispatch* from April 1857 makes the affective and promissory structure which Peggy Kamuf calls “writing on credit” (171) explicit:

When we meet with a book written by Herman Melville, the fascinations of *Omoo* and *Typee* recur to us, and we take up the work with as much confidence in its worth, as we should feel in the possession of a cheque drawn by a well-known capitalist. So much greater is the disappointment,

therefore, when we find the book does not come up to our mark. Mr. Melville cannot write badly, it is true, but he appears to have adopted a quaint, unnatural style, of late, which has little of the sparkling vigor and freshness of his early works. In fact we close this book—finding nothing concluded, and wondering what on earth the author has been driving at. (Branch 369)

The figuration of the novel as a bounced cheque suggests the centrality of “uncertain credit” (to use the cosmopolitan’s own description of the biblical apocrypha [243]) not only to the internal exchanges of feeling represented within the novel but to the economies of obligation which inhere in the reading experiences generated by the text as a whole, especially in the moment of its initial reception. The affective trajectory traced by the review — from “confidence” in the book’s literary “worth” to “disappointment” at its failure to meet certain implicit but largely under-specified standards of value — reproduces the affective conditions for exchange posited by the CM himself. By this account, the credit which nineteenth-century readers extended to Melville, that “well-known capitalist” (who in private complained bitterly about the subordination of his efforts to the logic of the market), rested on his reputation as the author of South Seas romances. Like the eponymous novelist of *Pierre*, accused by his publishers of being a “swindler” for writing a “blasphemous rhapsody” under “the pretense of writing a popular novel for us” (356), the review all but alleges the novelist’s breach of an implied generic contract. Thus the reviewer’s frustrations with the failure to furnish closure, together with its “quaint, unnatural style,” registers a violation of the “contract between writer and reader implicit in the very conventions of realism,” which “specifies that the reader is to believe the story *as fiction*, to grant a conditional assent, to ‘lend’ herself [...] for the period of reading, or as long as the writer keeps the story plausible” (Gallagher 178, emphasis in original). Plausible and,

presumably, *readable*: finally, and most damningly, the reviewer complains that the novel defies conventional standards of hermeneutic legibility (“we close this book [...] wondering what on earth the author has been driving at”).

In this final section, I want to use the terms already put into circulation by the foregoing discussion — credit, contract, legibility — to consider the ways in which the figure of the illegible or broken contract might do double representational work in Melville’s last published novel. In addition to representing a series of spurious contracts between characters, the novel enacts a breach of contract with its readers, to the extent that its initial readers were reluctant to even extend credit to the book’s formal coherence as a literary object of one kind rather than another (in the words of another reviewer: “This novel, comedy, collection of dialogues, repertory of anecdotes, or whatever it is” [Branch 380]). The figurative operation which I am describing is a kind of synecdoche, in which the failure of contractual texts (whether written agreements or paper currency) to secure confidence and mutual legibility between characters *within* the text threatens to engulf the broader space *between* the novel and its readers. In particular, I hope to establish more clearly the connection between the problem of the novel’s broken contracts and the problem of *reading character* with which this chapter began: this is to say that the illegibility and “uncertain credit” of Melville’s cast of ‘strangers’, as well as serving as a catalyst for the novel’s turn to the legibility of written agreements, turns out to be constitutive of the breach of contract dramatised by the work as a whole.

Readers in 1857 certainly found the often illegible characters who appear and disappear in Melville’s novel “of uncertain credit” (243). One anonymous reviewer found that beyond the “symptoms of a feeling slightly resembling nausea” induced by the cramped confines of the steamer, “we were really getting anxious to know

whether there was a story to the book; and, if the contrary should be the case, whether the characters were intended—as seemed possible—not for actual living beings, but for philosophical abstractions” (Branch 380). As for the CM himself, the reviewer cannot decide whether the eponymous figure should be described as the “principle character, type, spectre, or *ombre-chinoise* of the book” (81). Melville’s novel internalises this breach of contract by anticipating readerly complaints about the failure of his characters to answer the demands of mimetic fidelity to the worlds readers inhabit and in which they were called to transact daily life. In Chapter 33, the narrator interrupts the encounter between the cosmopolitan and Charlie Noble to announce that

a reply must in civility be made to a certain voice which methinks I hear, that, in view of past chapters, and more particularly the last, where certain antics appear, exclaims: How unreal all this is! Who did ever dress or act like your cosmopolitan? And who, it might be returned, did ever dress or act like harlequin?

Strange, that in a work of amusement, this severe fidelity to real life should be exacted by any one, who, by taking up such a work, sufficiently shows that he is not unwilling to drop real life, and turn, for a time, to something different. Yes, it is, indeed, strange that any one should clamor for the thing he is weary of; that any one, who, for any cause, finds real life dull, should yet demand of him who is to divert his attention from it, that he should be true to that dullness. (182)

Reader and writer are here implicated in an economy of obligation organised around the opposing desires for “amusement” on the one hand and for “severe fidelity to real life” and its constitutive dullness on the other. The narrator’s apparent abandonment

of mimetic fidelity, though, is inconsistent with his earlier commentaries on an author's obligations to their readers in the construction and delineation of literary character. In his earlier "apology for whatever may have seemed amiss or obscure in the character of the merchant" in Chapter 14, the narrator defensively asserts that the inconsistency of characters in his fiction ("those mere phantoms which flit along a page") mimics the inconsistency of "living character" (69–71). Like Lynch's account of the "pragmatics of character," and of literary character's capacity to serve as a "coping mechanism" for an increasingly complex market society (4–5), the novel here serves a pedagogical function by supplying readers with cognitive maps of a highly mercurial "human nature": furnished with a "true delineation" of human character's inconsistencies, the diligent reader is comparable to "a stranger entering, map in hand, Boston town; the streets may be very crooked, he may often pause; but, thanks to his true map, he does not hopelessly lose his way" (71). The inconsistencies which mark the narrator's formulation of his own obligations have, for some critics, effectively rendered the text's contract with its reader illegible. As Agnew puts it, "Melville so encumbers his prose with various ambiguous codicils and self-cancelling clauses that, from a contractualist point of view, the narrative seems written entirely in small print" (198–99).

Narrative has typically been construed as a contractual relation in the sense that it "asks for something in return for what it supplies" (Brooks 216). As Catherine Gallagher has argued, the novel "places itself on a suppositional ontological plane, where 'credit' is only solicited conditionally, on the revived Aristotelian terms not of 'belief' but of 'suspended disbelief'" (178).¹¹ Similarly, in Chapter 33 the very act of

¹¹ One of Melville's contemporary readers, the reviewer for the *Literary Gazette*, was unable to extend this kind of credit to the novel's characters: "His fictitious creatures must be such as Nature might herself have made, supposing their being to have entered into her design. We must have fitness of

“taking up” the novel constitutes, for the narrator, the reader’s assent to extend credit for the duration of reading to the representation of “something different” from real life (182). In so doing, the reader agrees to suspend disbelief. Though Cole reads this chapter pedagogically, or as an extension of the narrator’s ongoing “education” of the reader (393), I suggest that it constitutes as well one of several attempts throughout the novel to renegotiate the terms of the contract the novel makes with its readers. In this way, the narrator’s commentaries throw into relief, within the course of a single text, the “changing sorts of contracts texts establish with readers to secure their conditions of legibility and the particular formal techniques that produce the relations of mutual reflection between characters and readers” (Lynch 16).

To the extent that the novel “asks for something in return” for its pedagogical programme, in *The Confidence-Man* this reciprocity of obligations is set out through the construction of an ideal reader. Having rejected the “severe fidelity to real life” ascribed to one set of notional readers, the narrator goes on to describe and endorse “another class” of readers

who sit down to work of amusement tolerantly as they sit at a play, and with much the same expectations and feelings. They look that fancy shall evoke scenes different from those of the same old crowd round the custom-house counter, and same old dishes on the boarding-house table, with characters unlike those of the same old acquaintances they meet in the same old way every day in the same old street. [...] In this way of thinking, the people in a fiction, like the people in a play, must dress as nobody exactly dresses, talk as

organs, symmetry of proportions, no impossibilities, no monstrosities. As to harlequin, we think it very possible indeed that his coat may be too parti-coloured, and his capers too fantastic, and conceive, moreover, that Mr. Melville’s present production supplies an unanswerable proof of the truth of both positions” (374).

nobody exactly talks, act as nobody exactly acts. It is with fiction as with religion: it should present another world, and yet one to which we feel the tie. (182–83)

As well as articulating the work of characterisation as a project of world-making, the passage delineates, in exacting detail, what it takes to be the ideal affective orientation to the novel as an aesthetic object. Like the cosmopolitan’s contract with the barber, which stipulates that the barber is to “evince a perfect confidence in all men, especially strangers” (235), the contract which this chapter extends to its reader is an *affective* one: it attempts to regulate and impose the formal legibility of contractual obligation on the “expectations and feelings” which the reader brings to the text, which is loosely tied to the prosaic world of the boarding-house and the custom-house without being of it (182).

The novel, of course, shirks its obligations to secure the conditions of its own legibility, and the text continually revises the terms on which its readers are to extend credit to its seemingly improbable characters and scenes. In this way, the novel, by internalising the economy of contractual obligation, exceeds and disrupts it: “it is a work,” as Alexander Gelley writes, “in which the play of language seems not only extravagant but wasteful, disregardful of the accountability of language, of what is generally taken as its basic normative and referential obligation” (93). The parallel I have suggested here between the failures of contractual obligation represented within the text and the novel’s own refusal to fulfil its normative obligations to its readers can be read as symptomatic of what we might call, following Neil Harris, the novel’s “operational aesthetic.”¹² The incomprehension with which the novel was met in 1857

¹² Harris uses this term to describe P.T. Barnum’s eclectic representational and curatorial practices in his American Museum: “The objects inside the museum, and Barnum’s activities outside, focused

attests both to the strength of this parallel and to its structuring role within the novel's internal transactions as well as the broader narrative transaction it effects with its readers. Attempting to negotiate the shifting conditions of legibility which the novel applies both to its characters and to its embedded forms of writing, Melville's readers have often found themselves, like the novel's Missourian, at a loss to comprehend "the operation, still less the operator" (130).

attention on their own structures and operations, were empirically testable, and enabled — or at least invited — audiences and participants to learn how they worked. They appealed because they exposed their process of action" (57). The reviewer for the *Literary Gazette*, significantly, speculated that the novel was perhaps "a hoax on the public—an emulation of Barnum" (375). For a discussion of the connections between Barnum's representational practices and Melville's own, see Taylor.

Conclusion

“*What is the narrative ‘worth’?*” Barthes’s question, posed in the middle of his speculative excursus on “contract-narratives,” deserves to be asked again, even if only because it is “the question raised, perhaps, by every narrative” (89). Contracts encode and generate value, Ian Baucom argues, not through labour but through agreement: they produce a “novel, speculative, immaterial, and indestructible form of property that can exist (and, more importantly, bear value) because two parties have agreed that it exists and have agreed to credit the fiction of its value” (204). The texts examined in this thesis, too, produce similarly novel forms of value across time, turning up new meanings and resonances from one moment to the next. But they stubbornly refuse to produce stable forms of semantic or interpretative value, to *mean* in the same way, across this broad temporal axis. Far from encoding agreement and making their agreed-upon value legible in black and white, the literary text, as Wai Chee Dimock has argued, “sustains a continuum of disagreement” since it “yields its words differently across time, authorizing contrary readings across the ages and encouraging a kind of semantic democracy” (“Theory of Resonance” 1066–67).

In light of the “almost frantic democracy” (*Moby-Dick* 164) of competing, resonant, and dialogic interpretations licenced by Melville’s works, some value might be gained by rephrasing Barthes’s original question. What is the narrative *contract* worth? How can we account for the persistence of this figure in studies of narrative? Certainly, the critical disagreement sustained by Melville’s strikingly illegible works ought to exert pressure on the routine and even taken-for-granted ways in which this figure is deployed, even in critical accounts designed to contest it. (This thesis is, of

course, no exception.) Although I have attempted to show that the formation of contracts within “Benito Cereno” and *The Confidence-Man* is a uniquely affective process, something involved in the narrative transactions enabled by the texts nevertheless escapes capture in and by the figure of contract. These are notoriously inscrutable — at times, even unreadable — texts which at once solicit and frustrate the credit extended to them by their readers. By staging the extension of credit in transnational, maritime spaces as constituent narrative events, they implicate their readers in a dense network of credit, readerly, and interpretative relations — relations which we have not yet mapped comprehensively. But just as they show that credit, as an affective relation, depends upon the confidence afforded by mutual legibility, they generate illegibility by refusing to affirm or authorise any given interpretation as legitimate. These illegible texts, together with the suspicious and baffled responses they have often elicited, ought to remind us that any encounter we might have with Melville takes place outside any jurisdiction which would compel a narrative to make good on its promises.

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