

This Memorandum of Agreement between the Hawaiian Government, represented by ROBERT W. LEWIS, His Hawaiian Majesty's Minister Resident and Special Agent of the Hawaiian Bureau of Immigration, party of the first part, and *Ozaki Daikichi*, a Japanese subject, party of the second part; Whereas, the said party of the second part, has expressed a desire to proceed from Yokohama to Hawaii as an agricultural laborer; And whereas His Imperial Japanese Majesty's Government have given their consent thereto; And whereas, the Hawaiian Government has agreed to furnish the wife and two children of the said party of the second part, if they accompany him, free transportation to Hawaii, and upon arrival there to secure for the said party of the second part agricultural employment, and employment for his wife; And whereas, it has been determined by and between the parties hereto, in order to avoid any misunderstanding which might otherwise arise, to conclude at once a contract for the purposes hereinbefore recited. Now therefore this Agreement witnesseth:

The Hawaiian Government, in consideration of the stipulations hereinafter contained, to be kept and performed by the said party of the second part, covenants and agrees as follows:

- I.—To furnish steerage passage, including proper food, from Yokohama to Honolulu, to *Ozaki Daikichi* his wife and to his two children, if they accompany him, which fact is to be noted at the bottom of this Agreement, and also to procure proper transportation for the said party of the second part and his family from Honolulu to the place where such labor is to be performed. The vessel in which such passage from Yokohama to Honolulu is furnished to be subject to the approval of the Chiji of Kanagawa.
- II.—On arrival at Honolulu, the Hawaiian Government agrees to obtain employment for the said party of the second part, as an agricultural laborer, for the full period of three years, from the date such employment actually begins, and also proper employment for the wife of the said party of the second part. Until such employment is obtained, the Hawaiian Government will cause to be provided for the said party of the second part, and his family, lodgings commodious enough to secure health and a reasonable degree of comfort. The Hawaiian Government will, during the continuance of the contract, cause to be furnished to the said party of the second part and his family, fuel for cooking purposes free of expense.
- III.—The Hawaiian Government guarantees to the said party of the second part, wages at the rate of fifteen dollars per month, and to his said wife at the rate of ten dollars per month, payable in United States Gold Coin, with lodgings, and an allowance of one dollar per month for each of the said two children. The said party of the second part shall furnish blankets and bed-clothing for himself and his family.
- IV.—The Hawaiian Government agrees to cause to be provided for the said party of the second part and his family medicines free of cost and good medical attendance.
- V.—The Hawaiian Government guarantees that twenty-six days of ten hours each actual work in the field, or twelve hours each in and about the Sugar Mill and Sugar House, shall, within the meaning of this Agreement, constitute one month's service as an agricultural labour. Work over-time exceeding thirty minutes to be paid for at the rate of twelve and one half cents per hour to the said party of the second part, and eight cents per hour to his wife.
- VI.—The Hawaiian Government guarantees to the said party of the second part and his family, the full, equal, and perfect protection of the laws of the Hawaiian Kingdom, and agrees that, during the continuance of this Contract, the said party of the second part and his family shall be exempt from all and every kind of personal tax.
- VII.—Fifteen per cent. of the sum payable to the said party of the second part, and to his wife, as wages, shall be remitted monthly by the employer directly to the Japanese Consulate-General at Honolulu in the name of the said party of the second part. The amount so remitted to be deposited by the said Consul-General in the Imperial Treasury at Tokio, and for all amounts so remitted the said Consul-General shall issue receipts to and in favour of the party of the second part. All deposits so made in the Treasury to bear interest at the rate of six per cent. per annum.
- VIII.—The Hawaiian Government, having guaranteed employment and wages to the said party of the second part, shall have the right to assign, withdraw, and re-assign the said party of the second part to such plantations for labor as it may see fit. In case of such withdrawal and re-assignment, all the expenses incidental thereto shall be paid by the Hawaiian Government.
- IX.—The said party of the second part agrees to proceed to Honolulu by the vessel provided for him in accordance with this Agreement.
- X.—On arrival at Honolulu, the said party of the second part agrees to accept such employment as the Hawaiian Government may, under this Contract, assign to him, provided no valid objection thereto exists. In the matter of any such objection he agrees to abide by the decision of the Bureau of Immigration.
- XI.—The party of the second part acknowledges to have received from the Hawaiian Government, the sum of seventy-five dollars United States Gold to meet his necessary expenses and for other purposes, and he agrees to repay the said sum in monthly instalments after his employment actually begins, not exceeding three dollars United States Gold Coin each month until the said sum is paid, which payments shall be made by the employer to the Board of Immigration; but in the event of sickness protracted over twenty days in any one month, the instalment for such month shall be deferred.
- XII.—During the continuance of this Contract the said party of the second part agrees to fulfil all the conditions of this Agreement, and to observe and obey the laws of Hawaii, and he further covenants and agrees to diligently and faithfully perform all lawful and proper labor which may, under this Agreement, be assigned to him by the Hawaiian Government, during the full period of three years from the date such labor actually begins.

Signed and sealed in triplicate in the English and Japanese languages, at Yokohama, this 27th November A.D. 1887. One copy to be retained by each of the parties hereto, and one to be left in the custody of the Chiji of Kanagawa.

One Man
 No Woman
 No Children

Robert W. Lewis
 His Hawaiian Majesty's Minister Resident and
 Special Agent of the Bureau of Immigration.

Ozaki Daikichi
 Voluntary Emigrant.

I hereby certify that the foregoing Agreement was executed by both parties in my presence, and that by virtue of the authority invested by His Imperial Japanese Majesty's Government I have approved of the same.

Ken Chiji
 KANAGAWA KEN CHIJII.

HAWAIIAN ISLANDS } On the 12th day of Dec 1887, personally appeared before me *Wm. C. L. ...* Secretary of the Hawaiian Bureau of Immigration and *Ozaki Daikichi* his wife, (satisfactorily proved to me by the oath of *W. C. L. ...* and by the presence of the above content, and the said *Ozaki Daikichi* and his wife, they severally acknowledged to me that they had voluntarily entered into the contract herein set forth.
 Wm. C. L. ...
 Secretary of the Hawaiian Bureau of Immigration

布哇國辦理公使兼移住民事務局特派委員ロベルト、ダブリウ、アルウ、井ン氏ノ代表
スル同國政府甲約者ト成リ日本人尾崎大士、乙約者ト成リ締結シタル約
定證書

右乙約者ニ於テハ農夫トシテ布哇國ニ赴クコトヲ希望シ日本政府ニ於テハ之ヲ許
可シ布哇國政府ニ於テハ右乙約者ノ妻及ヒ子二人若シ同行スル時ハテハ横濱ヨリ
布哇國マテ無償ニテ渡航セシメ其地ニ到着ノ上ハ右乙約者ヲシテ農事ニ被雇セ
シメ且其妻ヘモ職業ヲ得セシムルコトヲ約定シ又右兩約者ハ豫メ締結スルニ非
レハ或ハ相互間ニ誤解ノ恐アルヲ以テ之ヲ避シカ爲メ前條ノ目的ニ因リ直ニ締
約セシムルニ決シテ依テ本約定ヲ締結シテ以テ定ムルコトヲ左ノ如シ
布哇國政府ハ下文ニ掲載スル條款ニシテ右乙約者ノ確守履行スヘキ者ニ對シ左
ノ條々ヲ契約ス

第一條 右乙約者尾崎大士 其妻 及其子二人若シ同行スル時

ハ本約定ノ下段ニ其旨ヲ記入スル者トスニ下等船室及相當ノ食物ヲ給
與シ横濱ヨリホノル、迄渡航セシムベク且ホノルヨリ前陳被雇ノ場
所迄モ相當ノ取扱ヲ以テ右乙約者及其家族ヲ送致スヘシ

右渡航者ヲ載セ横濱ヨリホノル、ニ航海スル船舶ハ神奈川縣知事ノ至
當ト認ムルモノニ限ルベシ

第二條 右乙約者ホノル、ニ到着ノ上ハ布哇政府ニ於テ其就業ノ月ヨリ滿三ヶ
年間農夫ノ業ニ就カシメ又右乙約者ノ妻ニモ職業ニ就カシムベシ尤モ
右職業ヲ得ル迄ハ布哇政府ニ於テハ右乙約者及ヒ其家族ニ攝生上ノ差
支ナクシテ相當ノ便宜アル宿所ヲ附與ス可シ而シテ布哇政府ハ此約定
ノ繼續スル間ハ右乙約者及ヒ其家族ニ無代價ニ炊用ノ薪炭ヲ給與ス
ベシ

第三條 布哇政府ハ宿所ト共ニ就業ノ日ヨリ右乙約者ニ一ヶ月拾五弗其妻ニ一
ヶ月拾弗宛ノ給料ヲ合衆國ノ金貨ニテ拂渡スベシ且其子二人マデハ一
人ニ付一ヶ月一弗宛食料トシテ給與スベシ右乙約者及其家族所用ノア
ラシケツト夜具等ハ自辨スルベシ

第四條 布哇政府ハ醫師ヲシテ右乙約者及其家族ヲ治療セシメ又無料ニテ之ニ
藥劑ヲ給與ス可シ

第五條 布哇政府ハ日數二十六日間即チ耕地ニ在テハ毎日十時間宛砂糖製造所
ニ在テハ毎日十二時間宛労働スルヲ以テ此約定ニ定ムル農夫一ヶ月ノ
勞役ト爲スベシ右勞役時間外ニ一日ノ内三十分間以上労働スルモノハ

布哇國辦理公使兼移住民事務局特派委員

隨意渡航人

尾崎大士

妻 ナレ
子供 ナレ

一時間毎ニ右乙約者ハ十二仙半其妻ハ八仙ノ割合ヲ以テ増シ給料ヲ受
クルコトヲ得ベシ

第六條 布哇政府ハ其法律ニ則リ右乙約者及ヒ其家族ヲ公平完全ニ保護シ且此
約定ノ繼續スル間ハ右乙約者及其家族ニ各種ノ人頭稅ヲ一切課セザル
ベシ

第七條 布哇政府ニ於テハ右乙約者及其妻ヘ給料トシテ拂フベキ金額ノ内ヨリ
其壹割五分ヲ引去リ之ヲ同約者ノ名ヲ以テ雇主ヨリ直接ニ在ホノル
日本總領事館ニ預ケ置ク可シ尤右引去リ金額同總領事ヨリ東京大藏省ニ
預クヘキモノトス又此預ケ金額ニ對シ日本總領事ハ右乙約者ニ受取証
書ヲ交付ス可シ右手續ニ由リ大藏省ヘ預ケタル金額ニハ壹ヶ年六米ノ
利子ヲ附スヘキモノトス

第八條 布哇政府ハ右乙約者ニ職業ト給料ヲ得セシムヘキヲ以テ同政府ハ其適
當ト思考スル耕地ニ右乙約者ヲ送附シ之ヲ招還シ若クハ再ヒ之ヲ送附
スルノ權利アルモノトス但シ右招還若クハ再勸ノ場合ニ於テ臨時要
スル入費ハ一切布哇政府ノ支辨スベシ

第九條 右乙約者ハ此約定ニ因リ指定シタル船舶ニ乗込ミホノル、府ニ赴ク
時

第十條 右乙約者ホノル、府ニ到着ノ上至當ナル故障ナキニ限り布哇政府ノ
此約定ニ因リ授與スル職業ヲ承諾スベシ尤モ如斯故障アル時ハ其當否
如何ヲ移住民事務局ノ裁決ニ付スヘシ

第十一條 右乙約者ハ必需ノ諸入費支辨ノ爲メ布哇政府ヨリ米金七拾五弗受取
ルコトヲ承諾シ而シ其就業ノ日ヨリ月賦ヲ以テ該金額ヲ償還スルコトヲ約
ス右月賦ハ皆納ニ至ルマテ毎月米金三弗ヨリ多クテ二十日以上疾病ニ罹
ル移住民事務局ヘ納附スルモノトス但一ヶ月内二十日以上疾病ニ罹
場合ニ於テハ其月ノ月賦ヲ猶課スヘシ

第十二條 右乙約者ハ此約定ノ繼續スル間ハ其各條款ヲ確守履行シ而シテ布哇國
ノ法律ヲ遵奉スベシ又布哇政府ノ指定スル正當ニシテ且其法律ニ違
背セザル職業即チ本約定ニ記載ノ者ハ總テ之ヲ就業ノ日ヨリ滿三ヶ年
間誠實ニ勉勵スベシ

西曆一千八百八十七年十一月廿七日横濱ニ於テ和文并英文ヲ以テ本約定書ヲ三
通ニ製シ之ニ記名調印シ右甲乙約者各其一通ヲ所持シ他ノ一通ハ之ヲ神奈川縣
知事ニテ保存ス

右約定ハ雙方ノ約者本官ノ面前ニ於テ締結シタルモノニシテ本官ハ日本皇帝陛下ノ政府ヨリ
委任セラレタル職權ヲ以テ右約定ヲ認可シタリ因テ茲ニ之ヲ証明ス

神奈川縣知事 冲守固



In pursuance of the Agreement hereto attached, the said Ozaki Daikichi did arrive in this country on the 11 Dec. 1887, and in accordance with the said Agreement has been assigned to labor for Reciprocity Sugar Co. as a laborer at Honaunau, and has accepted such assignment.

Now, therefore, the said Reciprocity Sugar Co. stipulates and agrees to and with the said Board of Immigration of this Kingdom, that he will faithfully pay to the said laborer 5 Dollars per month for said period of three years, beginning from the commencement of such service.

And the said employer hereby stipulates and agrees that he will faithfully keep and perform all the other stipulations in the said Agreements set forth, to be kept and performed by the said Board, in favor of the said laborer.

And the said employer agrees with the Board of Immigration, that the contract for the service of the said laborer shall not be transferred to any third party during the term of this contract without the consent of the said Board of Immigration or its Agent.

And it is further understood, stipulated and agreed, by and between the parties to this Agreement, that it shall be the right of the said Board of Immigration, at any time, during the time in this Agreement stipulated, for its duration, upon the representation of the said laborer, to cancel this contract for any cause deemed by the said Board to be sufficient, refunding the said employer such proportional sum of the amount advanced by the said employer as the unexpired portion of the time of service agreed upon may bear to the whole time herein above set forth.

But if the Agreement shall be cancelled by a Magistrate, for non-fulfillment or violation of any of the conditions thereof on the part of the said employer, then no refunding will take place.

And it is further understood and agreed that all personal taxes levied by the Government shall be paid by the employer, without deducting the same from the wages stipulated. And further, during the continuance of this Agreement the said laborer is to be properly lodged and provided with good medical attendance by the employer.

In testimony, we have hereinto set our hands, at Honolulu, Oahu, this 12 day of Dec. 1887.

Handwritten notes in Japanese characters, including the date 十二月九日 (December 9th).

THE BOARD OF IMMIGRATION.

By

L. A. THURSTON,

PRESIDENT.

By Wm. O. Olatunwo Reciprocity Sugar Co. Secretary
BY THE AGENT
Wm. J. Sumner
Minister

Whereas a certain Agreement was entered into, at Yokohama, Japan, on the..... November 1887, between Robert W. Inwin, His Hawaiian Majesty's Minister Resident and Special Agent of the Hawaiian Bureau of Immigration, and....., in which it was agreed, among other things, that the Hawaiian Government would obtain for the said..... employment in Hawaii as an agricultural laborer upon the terms and conditions in said Agreement contained; And whereas, the said....., did arrive in this Kingdom on the.....1887. Now therefore these presents, witnesseth, that in pursuance of said agreement the Hawaiian Government has assigned the said....., as an agricultural laborer to....., in the Island of....., and that the said....., has consented to, and accepted such assignment.

Signed and sealed at Honolulu, the..... A. D. 1887.

THE BUREAU OF IMMIGRATION.

By

L. A. THURSTON,

PRESIDENT.



一千八百八十七年十一月
 日 日本 横濱
 ニ於テ 布哇 國 辦理 公使 兼 移住 民事 務局 特
 派 委員 ロベルト、ダブ リウ、アル ウィン 氏 ト
 ノ 間 ニ 取 結 ヒ タル 約 定 書 中
 ニ 布 哇 政 府 ハ
 ヲ 農 夫 ト シ テ
 被 雇 セ シ ム 可 シ ト ノ 約 款 ア リ
 ハ 一 千 八 百 八 十 七 年
 月 日 當 國 ニ 到
 着 セ シ ニ ヨ リ 布 哇 政 府 ハ 右 約 定 ニ 隨 ヒ 今 茲
 ニ
 農 夫 ト シ テ
 ニ 送 致 ス ル 事 ニ 決 シ 又
 ハ 右
 送 致 ノ 議 ヲ 承 諾 シ タ リ
 西 曆 一 千 八 百 八 十 七 年
 月 日
 日 本 横 濱
 ニ 於 テ 記 名 調 印 ス

移住民事務局長