

## **CHAPTER SEVEN**

### **THE CHINESE LABOUR TRADE TO NEW SOUTH WALES: ITS CONDUCT AND MISCONDUCT**

The previous chapter outlined the manner in which the trade in Chinese labourers was established through a series of experimental importations in combination with the circulation and publication of private letters which demonstrated that the enterprise was feasible. Once these favourable results had been achieved larger direct importations from Amoy began, comprised of labourers that had been contracted by means of explicit, written expressions of interest detailing the number that would be engaged: basically following the formula established by G. F. Davidson, ten years earlier. The advantage of this mode of conducting the trade lay in matching the supply of Chinese labourers exactly with the demand emanating from the colony. The success of these sponsored importations drew more players into the trade eager to be involved in what had the appearance of being an extremely profitable trade. The entry of these new importers changed the nature of the trade dramatically, and, it may be argued, through their zealous search for profit effected an early cessation to the trade.

This chapter details the manner in which the importers conducted the trade, from the selection of a vessel, to how the Chinese labourers were selected, contracted, and carried to the colony. In analysing the conduct of the trade the discussion covers the general mechanics and particular examples of the trade as experienced on some of the ships. As the nature of the trade changed over time, the conduct of the trade also changed in many respects for the worst, the profit motive at times overwhelming any thoughts of good management. Many aspects of the trade, such as the signing of the contract and the conditions experienced during the passage from Amoy, which impacted upon the later experience of the Chinese in the colony, are introduced within this chapter, and elaborated upon in subsequent chapters.

#### **A: THE MECHANICS OF THE TRADE**

The term "mechanics" as used, refers primarily to the instructions given by the shipping agents to the ship's captains' and surgeons' for the conduct of the importation. The methods employed within Amoy to gather the requisite number of willing, and some times not so willing Chinese to sign the necessary piece of paper and board the ship for the colony of New South Wales were discussed Chapter Four. The mechanics include the procedure of chartering a ship to proceed to China; the

hiring of a doctor; the handing of instructions to the captain and doctor; the passage of the ship to Amoy; the procurement and selection of the Chinese; the payment of the advance and signing contract, a procedure upon which great emphasis was placed; and the management of the ship and the Chinese during the return passage.

The following discussion is primarily based on the activities of Robert Towns in the trade as the archival information left by Towns represents the greatest amount of information available on the colonial trade in Chinese labourers. The records of Towns on the management of the ships and the Chinese may however, be supplemented by the information contained within the articles by "Paul Pax" which were published in the *Sydney Morning Herald* under the heading "Chinese Immigration". These articles provide information on the mechanics of the trade in Chinese labourers by reproducing, minus the name of the author, those letters presented by the shipping agent to the ship's captain and doctor which provided directions on the governance of the ship. These letters and the accompanying information provided by Paul Pax on the trade were published primarily to refute arguments that had been raised in the Legislative Council, and Colonial newspapers that the importation of the Chinese was merely another manifestation of the slave trade.

Leaving aside for the moment a discussion of the *raison d'être* for the publishing of Paul Pax's literary efforts, there is a degree of correspondence between the information contained in the letters cited by Paul Pax and those which Towns handed to his captains and doctors. Yet differences in the amount of information contained within the two sets of letters can possibly indicate that the letters within Paul Pax's articles had been written by someone other than Towns, with the author intuitively having to be either Robert Tertius Campbell or Henry Moore. Whoever the author of these letters was, the letters themselves provide information on some aspects of the operation of the trade in which the letters of Towns are deficient, thereby allowing a composite picture of the trade in Chinese labourers to be composed.

The fact that Towns although a late entrant into the trade, developed the trade on a purely speculative basis, and overwhelmed the activities of other traders eventually assuming a monopoly position, provides ample justification for the amount of reliance placed on the records of his negotiations in the market within this analysis. Robert Towns as with all aspects of his business enterprise was extremely meticulous in organising the importation of Chinese labourers into the colony, and thankfully for the purposes of research, in recording and keeping the records of his dealings within this trade. As many of Towns' importations appear to have been joint ventures with Robert Tertius Campbell it can be assumed that Towns followed Campbell to an extent

in the manner in which he conducted the trade. Such collaboration, and perhaps imitation on the part of Towns, implies that the business records of Towns provide at least a degree of insight into the conduct of the earlier trade in Chinese labourers by Campbell.

A combination of newspaper reports and advertisements including the articles by Paul Pax, Parliamentary debates, evidence given to Select Committees, and the records of Towns can be used to reconstruct the manner in which the mechanics of the trade were undertaken. Regrettably, the information and attitudes contained within these archival resources cannot be supplemented with, nor contradicted by a Chinese perspective on the trade, as no letters or records have been uncovered which were written by any of the Chinese labourers imported into the colony.<sup>1</sup>

#### **A(i): SELECTION AND DESPATCH OF A VESSEL**

Although the ownership of all the vessels used in the transporting of Chinese labourers to the colony is unknown, there is enough evidence available to argue that in the majority of cases the shipping agents consigned ships which they owned to the trade. Captain Thomas Larkins owned the *Nimrod*; Captain Francis Lodge the *Eleanor Lancaster*; Thacker and Company the *Alfred*, *Julia Percy*, *Statesman* and the *Regia*; and Robert Towns, as in so many aspects of the trade overwhelmed all other participants in owning and consigning to the trade the *Alfred*, *Statesman*, *Julia Percy*, *Arabia* and *Royal Saxon*.<sup>2</sup> From this listing it is apparent that there was a great deal of cross-over in the ownership of the various ships involved in the trade. This arose in 1847 when Towns purchased Thacker's share in the *Statesman*, gaining full ownership the following year with the purchase of De Salis's share, and purchased the *Julia Percy* and *Alfred* from Thacker and Company in 1848-9.<sup>3</sup>

Apart from the *Amazon*<sup>4</sup> which was American owned, all the ships used in the trade were British vessels which meant that the owners and captains were theoretically at least, subject to the operation of British law with regard to the carriage of

---

1 A inability to read Chinese and access any documentation in Amoy on the part of the author has precluded any surviving personal information being incorporated in this thesis, however, none has been found.

2 D. Shineberg, *They Came for Sandalwood*, Carlton, Melbourne University Press, 1967, Appendix 1; F. Broeze, 'Australia, Asia and the Pacific: The Maritime World of Robert Towns', *Australian Historical Studies*, Vol. 24, No. 95, October, 1990, pp. 226-227.

3 The *Alfred* in particular had been through a number of hands, as in 1840 it was owned by Francis Gerard, then a half share was sold to Ranulph Dacre in 1841, with full ownership passing to Robert Towns in 1842, thence to Thacker and Company in 1846, and as stated back to Towns in 1848-49. Graeme Broxam and Ian Nicholson, *Shipping Arrivals and Departures, and Gazetteer of Sydney, 1841-44*, Vol. III, Canberra, Roeuck Society, 1988, p. 3.

4 This ship had previously carried Chinese labourers to California in 1849.

passengers. In practice however, the Passenger Acts were a dead letter in the trade primarily due to an inability to enforce the regulations, but also because in China:

*...the officials there, as in all other colonies under the immediate patronage of Downing-street, receive salaries for doing as little as possible; and the less they do, or allow to be done, the better they are liked by their employers. Accordingly, they seldom take any trouble that can be avoided, as you very well know without being told...Sir George Bonham, who once or twice promulgated regulations respecting emigration, but adopted no proper measures for their due enforcement.*<sup>5</sup>

In many cases the ships arriving in Amoy from Sydney were classified as undertaking a "colonial voyage", and as such the '...Imperial Passengers Act...pressed very leniently upon them...'.<sup>6</sup> All of the responses to the inquiry instituted by the Earl of Malmesbury in 1852 into the '...malpractices of British shipmasters engaged in the transport of Chinese Coolies...' mentioned that:

*And it would seem very essential, if Her Majesty's Government desired to contribute effectively to the promotion of a very large and systematic emigration, that some agent on their behalf should be entrusted with the control and superintendence of the arrangements made at the Chinese port, for the selection of the men, the conditions of their contracts, and the providing of good ships, accommodation, and provisions....Experience has shown that this duty cannot be left to the commission agents and mercantile houses in China, who have other and larger interests to occupy their time and attention, interests too, not always to be reconciled with the requirements of such an emigration.*<sup>8</sup>

*It appears that the best way of effecting these objects would be an extension, by Act of Parliament, of the power allowed the Governors of colonies by the Passenger Act to the Superintendent of Trade quoad the ports open to foreign trade, or the dominions of the Emperor of China generally.*<sup>9</sup>

The result of this inquiry was firstly, the appointment of James T. White to overlook the emigration of Chinese labourers to British Colonies, specifically the West Indies, and then the enactment of the Chinese Passengers Act in August 1855. The development and strict application of this Act to the trade in Chinese labourers, was to have a partial impact on the eventual cessation of the trade to the colony of New South Wales. In the interim it appears that the owners and captains paid little

---

5 Evidence of Andrew Shortrede, 19th August, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, pp. 2-3.

6 Edward Grimes to the Duke of Newcastle, 13th May, 1853.

7 John Bowring, 7th September, 1852, Circular No. 22 of 1852, *BPP*, 1852-53, Vol. LXVIII, p. 6.

8 Rutherford Alcock, 1st September, 1852, Inclosure 4 in No. 8, Dr Bowring to the Earl of Malmesbury, 25th September, 1852, *BPP*, 1852-53, Vol. LXVIII, p. 18.

9 Charles Winchester, 26th August, 1852, Inclosure 3 in No. 8, Dr Bowring to the Earl of Malmesbury, 25th September, 1852, *BPP*, 1852-53, Vol. LXVIII, p. 15.

heed to the law, which inevitably influenced the success of the importations. Such success was measured in terms of the number of Chinese landed in the colony alive and healthy, which in turn dictated the amount of profit which the consigning agent was to receive.

Another manner in which ships were procured for consignment was, at least in one case, achieved by Robert Towns placing an advertisement calling for tenders for the '...conveyance of 180 Chinese emigrants and 200 to 250 tons of freight..., stipulating that '...the vessel must be from 380 to 400 tons, with good between decks laid.'<sup>10</sup> That Towns found it necessary to advertise for tenders in this manner despite the many ships which he had at his command, is due to the fact that at the time most of Towns' ships which fulfilled the above requirements were already involved in the Chinese labour trade.<sup>11</sup> The ultimate winner of this tender appears from available evidence to have been Captain Dove of the *Fleetwood and Frances*, to whom 'An offer has been made...of a charter to Amoy for Chinese...'. A charter which did not eventuate as Dove proceeded to Melbourne on account of A. B. Sparke.<sup>12</sup>

The simple act of placing the advertisement by Towns may be used to argue that Towns had every intention of continuing in and possibly expanding the trade in Chinese labourers even prior to discovering how the shiploads that he had already contracted for would be accepted. The placement also makes a sham of his earlier threat to James Tait that in response to violence on the part of some of the Chinese, he was reconsidering his participation in the trade: '...some of our strongest supporters in Coolie Labour have written me they will not have another Chinese-at any price...'.<sup>13</sup> This threat had its genesis in Towns' constant attempts to acquire the Chinese at '...less (instead of more) expense...'.<sup>14</sup> However, the problems evinced during the voyages of the *Ganges* and then the *General Palmer* obviously confirmed in Towns by September of that year his determination to forsake the '...Slave Trade (as our humane and legitimate Emigration is styled)...'.<sup>15</sup>

---

10 *Empire*, 25th February, 1852. This advertisement has the appearance of a reminder notice specifically targeted at one ship owner, not just within the wording, but also due to the fact that there are no advertisements preceding the one cited, nor did the advertisement appear in any other Sydney newspapers.

11 The *Arabia* and the *Statesman* fall into this category; the *Eleanor Lancaster* and the *Spartan* both of which Towns had previously consigned to various activities were also returning at the time from collecting a "human cargo" in Amoy.

12 G. Abbott and G. Little, *The Respectable Sydney Merchant. A. B. Sparke of Tempe*, Sydney, Sydney University Press, 1976, pp. 214-215.

13 Towns to Tait, 27th September, 1851, *RTC* (ML MSS 307/116).

14 Towns to Tait, 19th March, 1852, *RTC*, (ML MSS 307/117).

15 Towns to Tait, 19th March, 1851, *RTC*, (ML MSS 307/117).

When a ship was selected it was the task of the agent in consultation with the captain, to acquire a doctor who was to accompany the vessel and assist in the selection of the labourers and their care during the voyage to the colony.<sup>16</sup> The doctors aboard Towns' ships were provided with a first class cabin with the terms of their service dictating that they would receive:

*...for every coolie landed alive in this Colony I receive the sum of 6/- Six Shillings per head with a further gratuity equal in full to £100 or a bonus of £25- provided the ship lands no less than 250 Coolies.*<sup>17</sup>

When the doctor had accepted the conditions of engagement for the voyage it was only necessary for himself and the ship's captain to receive specific directions regarding the governance of the ship during the voyage from the agent involved. In the majority of cases the ships proceeded directly to Manila to load sugar, a task that was expected to take at most 30 days,<sup>18</sup> although in the case of the *Statesman* in 1851, Captain Cooper was directed to:

*...proceed without delay to the Isle of Pines...(and)...receive from my station all the Sandalwood you find cleaned and fit for a market...and you must be particular in getting good weight as I invariably find a great deficiency on turning out in China, after completing the loading at the Isle of Pines you will proceed without delay direct for Hong Kong..., after having delivered the Sandalwood and Coals (if so required) and taken in dead weight as desired...and being so dispatched you will make the best of your way to Amoy...*<sup>19</sup>

As most of the larger ships involved in the trade typically carried only sugar back to the colony, the direct passage from Sydney to Manila and thence to Amoy as outlined by Paul Pax may be conjectured to have been the usual procedure. The exceptions to these cargo and sea path conditions were on one hand the *Nimrod* and the *General Palmer*, both of which had been consigned by Henry Moore and carried back to the colony extra cargo above and beyond the Chinese labourers and the usual cargo of sugar.

---

16 One example has been found of a Doctor, signing as G., advertising his services by informing any '...Captains of Ships proposing to proceed to India, with a view of conveying Coolies...' that he had experience in charge of liberated slaves under Her Majesty's Emigration Commissioners, and was looking for a placement. Such a person would have been amongst those with previous experience in these fields that Towns and his fellow agents were employing for the Chinese labour trade. *SMH*, 22nd April, 1854.

17 Dr Swain to Lodge, 19th September, 1852. *RTC*, (ML MSS 307/116). Swain was eventually to receive £94 10s., comprising a bonus of £24 and £70 10s for 235 labourers at 6s. each. Lodge did not "charge" him for the four Chinese that died whilst the *Eleanor Lancaster* was in Port Stephens. *Journal of W. D. P. Swain*, 6th May, 1852, p. 124, (ML B1654-1 CY 1388).

18 "Chinese Immigration" by Paul Pax, No. II, *SMH*, 6th March, 1852.

19 Towns to Captain Cooper, 24th April, 1851, *RTC*, (ML MSS 307/116).

The other exception was embodied in the voyages of the *Alfred* (1847 and 1848), *Regia*, and the *Julia Percy* which all combined the shipping of sandalwood from the Isle of Pines (New Caledonia) to China with the carriage of Chinese labourers in small numbers to the colony. As evident within Table 2 in Appendix 5 when Thacker owned these ships and the *Statesman*, he was more interested in the sandalwood trade: the ships carrying respectively 116 tons of sandalwood and four Chinese labourers; 78½ tons and six labourers; 110 tons and two labourers; and 146 tons and four labourers.<sup>20</sup> That Towns, once becoming owner of the *Statesman* was to ship a large number of labourers from China in addition to carrying sandalwood provides evidence as to the extent to which Towns dedicated his resources to the trade in Chinese labourers in direct comparison to Thacker and Company's shipping of labourers as a side-line.

The two-way carriage evinced in the voyage of the *Statesman* typified Towns' full-scale entry into and commercialisation of the labour trade, firstly with the Chinese and then later with Melanesians for the cane fields and cotton plantations of recently incorporated Queensland.<sup>21</sup> Entry into both of these trades for Towns was prompted not merely by the pursuit of direct mercantile benefit, but also by a desire to deliver a servile labour force and financial advantage to his burgeoning interests in landed, rather than sea-going property.

Towns was not alone in utilising one area of his business dealings to nourish the operation of another, as the activity of Robert Tertius Campbell in the trade may also be perceived in this light. Campbell's pastoral interests which extended throughout the Northern Districts<sup>22</sup> had been faced with the labour problems that had frustrated all of the Northern squatters. As discussed previously, these problems revolved around the malleability and servility of the labour force which the employment of Chinese, or other bonded labourers was to correct. The degree of Campbell's pastoral interests were eventually paled by the extent of Towns' commitment to the plantation industries of cotton and sugar into which he was to direct his energies after the mid-1850s.<sup>23</sup> In

---

<sup>20</sup> Shineberg, *op. cit.*, Appendix 1.

<sup>21</sup> To this may be added the transferral of Chinese labourers imported into Sydney from Amoy to the Isle of Pines, obviously to boost Towns' labour supply at his agency there. "Shipping Intelligence", *SMH*, 24th March, 1852, 6 Chinese labourers per *Terror* to Isle of Pines.

<sup>22</sup> Campbell held the leases in 1847 for "Jondaryan", "Irvingdale", "Telaman" and "Melcombe" stations which were sited in the Northern Districts with a combined total of 180,000 acres, as well as numerous other squattages in the Gwydir and Liverpool Plains districts. By 1852 Campbell had disposed of many of his interests in the pastoral industry. Transfer of Runs, *Government Gazette*, 1852, Vol. II, p. 1115.

<sup>23</sup> Towns is known to have owned by 1867 42 runs comprising 2,000 square miles, including the 4,000 acre cotton plantation called "Townsvale" which was situated on the Logan River, and held in partnership with Alexander Stuart and Sir Charles Cowper another 154 runs totalling 1,600 square miles. A total of 2,304,000 acres throughout Queensland. *ADB*, Vol. 6, p. 295.

entering these agricultural pursuits Towns utilised the contacts and experience that he had gained through his earlier involvement in the shipping and labour trades in order to acquire a labour force with the suitable attributes of cheapness and servility.

The transferral and transformation of mercantile into pastoral capital and the exploitation of the associations and connections developed through mercantile pursuits, as evidenced within the actions of Towns and Campbell, was a pre-eminent factor in the development of the Northern Districts and the importation of labour. The experience gained and connections developed in one of these fields of endeavour provided the pastoralists and merchants with a fund of capital and knowledge on which they could draw in entering the trade in Chinese labourers.

The ability to acquire and consign ships was the first step in the trade in which either ownership of a vessel, or the substantial amount of capital necessary to consign a ship was essential. The second step in the process, the selection and embarking of the Chinese, also required capital in order to pay for the advance given to the Chinese, yet also required connections within the labour trade in China and some knowledge of the fundamental mechanics involved in transporting people over substantial distances. Larkins, Towns and Campbell had acquired experience through trading in India and China, and the transportation of convicts or English emigrants,<sup>24</sup> and used it to obtain Chinese labourers and offer directions for the safe arrival in the colony of the human cargo which they had purchased.

#### **A(ii): THE SELECTION AND LADING OF THE CHINESE**

Having received instructions regarding the voyage the captain made his way to Amoy, either by way of Manila for sugar, or the South Seas for sandalwood. The ships tended to depart the colony during the middle months of the year in order to reach Amoy by November when the harvesting season was over and labourers could be procured. The ships could then catch the favourable monsoons for the return passage. Figures 4, 5 and 6 over the page outline the passage routes and the prevailing winds during January and June. Upon arriving in Amoy the captain was to '...present your Letters to Messrs Tait & Co...and with whom you will co-operate during your stay & for your business in Amoy...'.<sup>25</sup>

---

24 In the case of Larkins, experience in the carriage of a human cargo was gained with the convicts aboard the *Royal Admiral* in 1793. Towns had, prior to settling in the colony, carried bounty immigrants from England, and then combined with Campbell in importing Indian labourers aboard the *Orwell* in 1843.

25 Towns to Cooper, 24th April, 1852, *RTC*. (ML MSS 307/116). Chapter Four has detailed the methods utilised in Amoy by the coolie-brokers to acquire the number of immigrants required to fill a ship's order, therefore this aspect of the trace will not be reiterated.



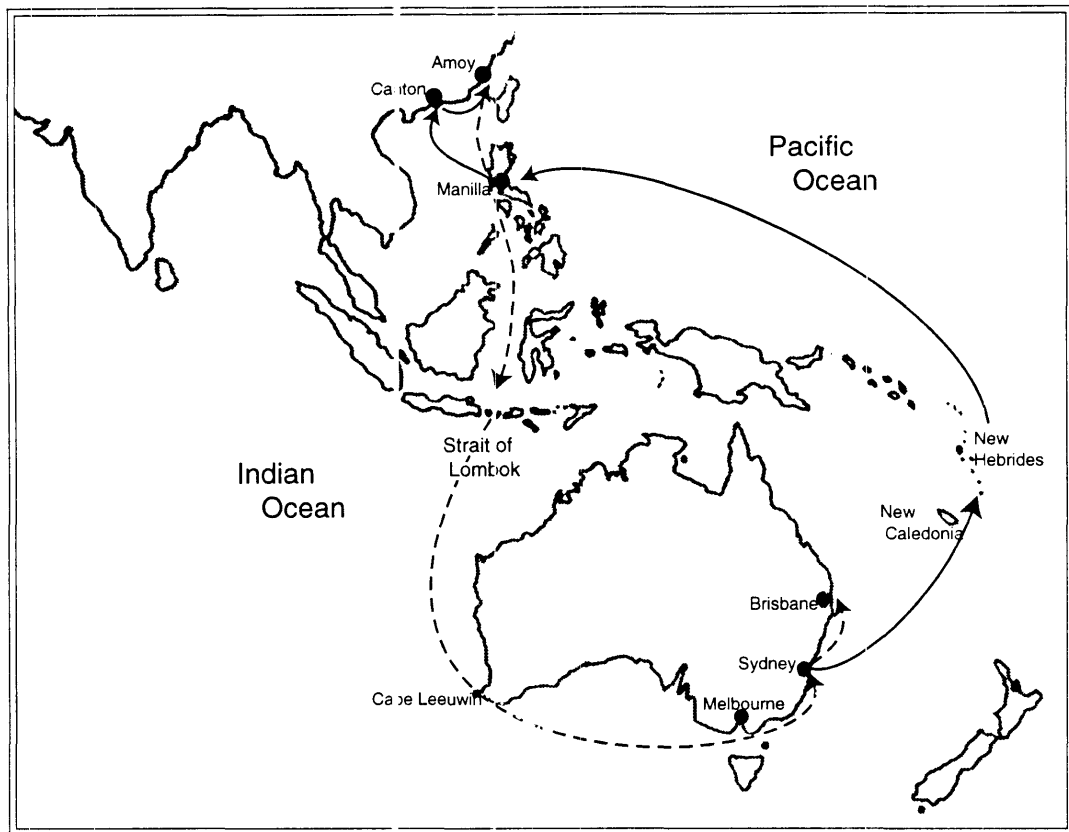


FIGURE 4  
PASSAGE ROUTES OF THE CHINESE LABOUR TRADE

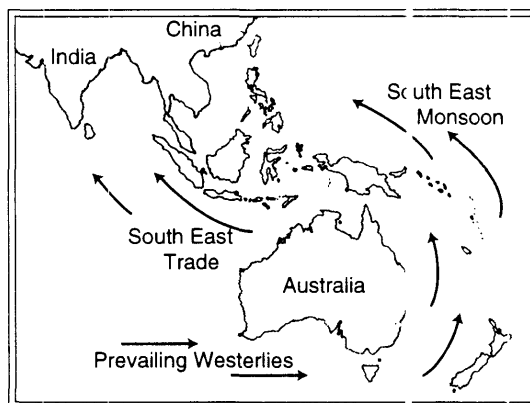


FIGURE 5  
WIND PATTERN JANUARY

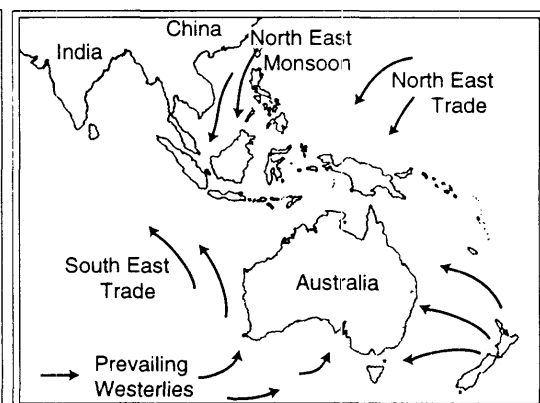


FIGURE 6  
WIND PATTERN JULY

SOURCE: Compiled from *Goode's World Atlas*, 18th ed., Chicago. Rand McNally, 1992, pp. 12-13; and C. Northcott Parkinson, *Trade in the Eastern Seas, 1793-1813*, Cambridge, Cambridge University Press, 1937, encipiece.

The belief on the part of the colonial shipping agent that their Amoy agent would ensure that those procured for emigration were suitable, was at times shaken with Towns expounding to Tait on the '...necessity of being particular in your selection- and to avoid any Known bad or desperate characters,...'.<sup>26</sup> It was however, primarily the task of the ship's doctor with the assistance of the captain to select the Chinese to be engaged from those already procured by Tait's coolie-brokers. The captain was reminded by Paul Pax's anonymous agent that this '...portion of your duty you will consider the most essential, and therefore requiring the greatest vigilance on your part.'<sup>27</sup> Robert Towns was equally insistent on this point, calling Cooper's attention to '...the most important part of your duty viz. the selection of the Coolies..';<sup>28</sup> and directing Dr Cook, the Surgeon-Superintendent, to be particular in his choice of immigrants and select only '...young and healthy able bodied men, between the ages of 18 and 30, a year or two on either side, but not beyond that on any account...';<sup>29</sup> an age range equivalent to that cited by Paul Pax.

It is not possible to provide any definite indication as to the actual ages or age distribution of the Chinese imported into the colony because most of the evidence available on the subject is contradictory. The *Nimrod*, *Royal Saxon* and the *Spartan* carried "boys" in addition to adult male labourers (20; 30; and 26 respectively),<sup>30</sup> although what age actually constituted a "boy" as against a "man" cannot be stated. As the captains and doctors had been requested to select only those aged between 18 and 30 years it is possible that those at the lower end of the age scale were considered boys not yet having entered manhood. What is definitely known, is that a "boy" received the yearly wage of £4 16s. in contrast to the £7 4s. paid to a man,<sup>31</sup> and therefore were a much cheaper source of labour, especially if one could secure the services of a fit and healthy seventeen or eighteen year old "boy" to undertake the work usually allotted to a "man".

Paul Pax argued that 'Men of advanced years pick out their grey hairs and make themselves look as young as possible; boys try to appear men,...consequently no one is under nineteen nor more than thirty-three...'.<sup>32</sup> This assertion makes it difficult to

---

26 Towns to Tait, 27th September, 1851, *RTC*, (ML MSS 307/116).

27 "Chinese Immigration" by Paul Pax, No. II, *op.cit.*

28 Towns to Cooper, 24th April, 1852, *RTC*, (ML MSS 307/116).

29 Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116).

30 *SMH*, 3rd October, 1848; "Immigrants per Royal Saxon", 19th February, 1853; and "Shipping Intelligence", 21st March, 1853

31 "Chinese Immigration", *MBC*, 10th April, 1847.

32 "Chinese Immigration", by Paul Pax, No. III, *SMH*, 13th March, 1852. This exact quote is reprinted in David Northrup, *Indentured Labour in the Age of Imperialism*, Cambridge, Cambridge University

accept that the age range stipulated by the agents provides any true indication of the age distribution of the Chinese emigrants. However, from the ages stated in many of the advertisements placed in an attempt to locate errant Chinese labourers it may be argued that the age range of the Chinese arriving in the colony closely approximated that stipulated by the agents. For example, Dame Jeong, Ki Poot, Lu-Tiaon, Tan Hoon, Keaua, Mai and Tan Lai were described as approximately 20 years of age; with Hang and Ho Lim being 18 years of age. Two extreme exceptions to the stipulated age range can be noted which provide some evidence in support of Paul Pax's statement that the Chinese as a matter of course falsified their age in order to pass the selection process. Firstly, the case of Coon who was described within the notice announcing that he had absconded from the employ of de Lacy Moffatt as about 45 years of age in 1853.<sup>33</sup> The second exception is to be found within the evidence given to the inquest into the death of Pan Keene, a passenger aboard the General *Palmer*, who it was averred by a fellow passenger was about 40 years of age.<sup>34</sup>

As part of the selection process the Chinese were to be subjected to a '...severe and rigorous medical examination'<sup>35</sup> and rejected if '...any symptoms of disease'<sup>36</sup> or infirmity were apparent, and then to be '...clean scrubbed before you pass them finally.'<sup>37</sup> As the doctor was to receive a bonus if the Chinese were landed in a healthy condition with little or no mortality occurring during the voyage<sup>38</sup> it was in his own financial interest to follow the selection procedures dictated to him by the agent as closely as possible. Unlike the captain and crew, the doctor was not included on the ship's articles, or wages book, being paid "head money" for every Chinese labourer landed, an amount which increased from 10s. to 21s. over time, but which could be forfeited if the voyage's outcome was less than satisfactory as determined by the agent.<sup>39</sup>

The supposed eagerness with which the Chinese lined up to undergo the examination, was cited by Paul Pax as '...pretty sound proof of the great desire they have to leave their country, and that their migration is perfectly voluntary on their

---

Press, 1995, pp. 57-58, where it is attributed to *The Friend of China*, 25th December, 1852. As Paul Pax had published his articles 10 months earlier it is highly likely that the quote derived not from "an eye-witness in Amoy in 1852" but from the pen of Paul Pax, whose work may have been reprinted in *The Friend of China* in full or part as an eye-witness account of the trade in Chinese labourers.

33 For more information on these individual labourers, including references, refer to Table 3.

34 Water Police Court, *Empire*, 5th March, 1852.

35 "Chinese Immigration" by Paul Pax, No. II *op.cit.*

36 Memo from Captain Collard, Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116).

37 Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116).

38 Dr. Swain to Lodge, 19th September, 1851, *RTC*, (ML MSS 307/116).

39 Basil Lubbock, *Coolie Ships and Oil Sailors*. Glasgow, Brown Son and Ferguson, 1935, p. 56.

part.<sup>40</sup> Towns concurred with this viewpoint, warning Dr Cook to exercise the greatest care in selection as the opportunity offered by employment in New South Wales, although in reality it would have been the proffered advance, made the '...poor fellows literally swarm...' <sup>41</sup> into the holding area of Tait's agency house eager for selection.

As the doctor was performing the final procedures of the medical examination the captain would have been ensuring the placing on board of the provisions necessary to maintain the Chinese per a specified scale of rations during the passage to New South Wales. Towns appears to have shipped only rice and beef for the use of the Chinese during the passage, the former cargo was intended to reduce the amount of specie that had to be shipped to pay for the Chinese and provisions for the voyage.<sup>42</sup> The justification that Towns offered for shipping beef was that Captain Collard had found '...fish was not good for them...' and had attributed the illness and death amongst the Chinese that occurred during the 1850-51 voyage of the *Duke of Roxburgh*, of which he was captain, to the effects of fish.<sup>43</sup> In contrast to this is the extensive range and amount of provisions shipped from the colony by the agent cited by Paul Pax, the agent informing the captain that:

*I have put on board here for the use of the coolies-8 tierces of beef; 1 cask (70 gallons) of vinegar; 15 bags (10 cwt.) biscuit; 3 cwt. salt water soap; 10 tons coal; 6 lbs. of Epsom salts; medicine chest...*

These supplies were to be supplemented in Amoy by Tait, who would place on board:

*...as much arrowroot as is sufficient; 3 chests black tea; 260 peculs rice; 25 peculs salt fish, to be sound; 55 peculs sweet potatoes or yams; 1 1/2 peculs pork lard; 40 jars pickled onions, about 1 gallon each; as well as some few necessities for their cooking convenience.*<sup>44</sup>

These provisions, which Towns constantly insisted must be wholesome and of the best quality, were rationed out at 2lb. of food per man per day on the ships commissioned by Towns with the precise scale of allowance being furnished to the captain and doctor by Tait and Company.<sup>45</sup> From the evidence supplied by Paul Pax the daily allowance for each man was:

---

40 "Chinese Immigration" by Paul Pax, No. III, *op.cit.*

41 Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116).

42 Towns to Tait, 27th September, 1851, *RTC*, (ML MSS 307/116).

43 Towns to Tait, 25th April, 1851, and 19th September, 1851, *RTC*, (ML MSS 307/116).

44 "Chinese Immigration" by Paul Pax, No. II, *op.cit.* A pecul (picul) is a Chinese measure which was equivalent to 133 1/3 lbs.; a tierce, normally a measure applied to wine, indicated a cask of 42 gallons capacity.

45 Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116).

*1 1/4 lb. rice in warm weather, 1 1/2lb. in cold weather, 1/2 gallon to three quarts water, 1/4 lb. salt fish or beef; begin with 2 cts. of water per day, and do not issue 3 qts. until you have cleared the Straits of Sunder or Java Sea; 1/2 lb. of sweet potatoes or yams in lieu of 1/4 lb. rice per man, twice a week, this is an important article of food, it prevents scurvy; lard on fish days, at the discretion of the doctor and yourself; pickles on meat days, ditto ditto; vinegar to be served out ditto ditto; the biscuit you will serve out on Sundays, or when they cannot cook; you will give them tea once or twice a week as a luxury, and dependent on their good behaviour.<sup>46</sup>*

For the voyage of the *Royal Saxon* and the 1852-53 voyage of the *Spartan*, both consigned by Towns, the rations provided were, for the former, 1 1/3 lb. rice and 1/2 lb. meat per man per day in addition to sufficient quantities of '...potatoes, sugar, oil, tobacco, tea, sulphur, vinegar, &c'.<sup>47</sup> The rations afforded each man aboard the *Spartan* were '3 quarts of water, daily; 10 1/2 pounds of rice, weekly; 1 3/4 pounds of beef, preserved meats, or fish'.<sup>48</sup>

It was impressed upon the captains by both Towns and Paul Pax's anonymous agent that the stipulated rations were under no conditions to be exceeded, although no mention was made in either case regarding short rations. The greatest fear of the agents was that if provided with rations beyond those stipulated, the Chinese would gorge themselves, making it difficult for the captain to return the rations to the customary level.<sup>49</sup> That tea was to be served only once or twice a week and then only if the behaviour of the Chinese had been up to the captain's standard shows little regard for the place that tea held within the lives and diet of the Chinese.

The provision of water, and specifically "good" water, was another area of government of the ship and the Chinese that the agents impressed upon their captains, as the refilling of the water casks in some ports during the passage from Amoy could be fatal, and to which the voyage of the *General Palmer* could testify. Paul Pax's anonymous agent was emphatic that all water casks were to be filled in Amoy, and if

---

46 "Chinese Immigration" by Paul Pax, No. II, *op.cit*

47 Inclosure 2 in No. 19, Dr Bowring to the Earl of Malmesbury, 18th January, 1853, *BPP*, 1852-53, Vol. LXVIII, p. 97.

48 A major problem arises in attempting to use these ration scales as an indication of the rations supplied to the Chinese carried on earlier ships consigned by Towns, as these two ships had Robert Jackson rather than James Tait acting as the consigning agent in Amoy. Although there is no evidence to suggest that the rations supplied by the agencies of Tait and Jackson were either equivalent or markedly different, it is possible to surmise that the rations supplied by Jackson must have been close in scale to those provided by Tait, as the former being a late entrant into the trade would have taken guidance in these matters from the likes of Tait who had been in the trade for nearly a decade. Inclosure 16 in No. 14, Dr Bowring to the Earl of Malmesbury, 27th December, 1852, *BPP*, 1852-53, Vol. LXVIII, p. 82.

49 Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116), and "Chinese Immigration" by Paul Pax, No. II, *op.cit*.

these needed refilling '...you will take care to fill up at Anger, or any of the straits to the eastward of the Java Sea...' <sup>50</sup>, a point upon which Towns concurred. <sup>51</sup> The taking on board of any "tainted" water, the probability of which increased dramatically as the ship neared the equator especially during the monsoon season, could and usually did lead to outbreaks of dysentery, a condition that would have more likelihood of emerging and proving fatal amongst those on board that were ill-nourished.

As to the sufficiency of these rations to maintain the general health and physical well-being of the Chinese labourers during the voyage to the colony, the only evidence from the Chinese themselves that can be offered is contained within the evidence given to the inquest into the death of Pan Keene. At the inquest Yinswee testified that during the voyage '...the deceased had met with invariable good usage. He had, while in good health a sufficiency of rice, beef, fish and pickles...' <sup>52</sup> The accuracy of this testimony cannot be tested, yet it must be queried why Yinswee was chosen as a witness, and whether any monetary or material benefits had been offered to induce him to aver in this way given the high rate of mortality and sickness that the Chinese experienced during the voyage of the *General Palmer* from Amoy.

The extent of scurvy and general debility amongst the Chinese upon arrival in the colony disputes Paul Pax's assertion that great care of the Chinese was taken during the passage from Amoy through the provision of adequate food and water. <sup>53</sup> This stance of Paul Pax was further refuted within evidence to the Select Committee on Asiatic Labour where it was acknowledged that a great many of the Chinese arrived suffering from the effects of scurvy which was due to '...bad provisions and the lack of water'. <sup>54</sup> The inquiry into the *General Palmer* had led the Immigration Agent to state that if the trade was to continue greater care and planning was necessary, '...not only in regard to the rationing of the immigrants, but also in their clothing, and the means of accommodation to be provided on board.' <sup>55</sup> The provisions carried on the *Eleanor Lancaster* in 1851-52 were definitely inadequate as Dr Swain reported that the ship '...had pitched a good deal in the shoal water...' after leaving Amoy which led to the loss of most of the provisions. <sup>56</sup>

---

50 "Chinese Immigration" by Paul Pax, No. II, *op.cit.*

51 '...great sickness has been introduced by Watering at Lombok and Raga Bassa or anywhere within 12° of the line...' Towns to Captain Innes, July 1852, *RTC*, (ML MSS 307/117).

52 Water Police Court, *Empire*, 5th March, 1852.

53 "Chinese Immigration" by Paul Pax, No. II, *op.cit.*

54 Evidence of Andrew Shortrede, 29th August, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 4.

55 Evidence of Hutchinson Hotherall Browne, 27th November, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 17.

56 *Journal of Dr W. D. P. Swain*, 2nd January, 1852, p. 110, (ML B1654-1 CY 1388)

The provision of an adequate supply of medicines appears to be one area where the agents involved in the trade gave no specific or detailed instructions to their captains and doctors, although the agent cited by Paul Pax informed his doctor that:

*You will keep a medical journal, and also a general log of occurrences.*<sup>57</sup>

Apart from the provision of arrowroot and Epsom salts, both very basic medicines, the supplies embarked in Sydney included a medicine chest of a very basic nature '...entirely deficient...[on the]...articles necessary as medical comforts to sustain strength during the existence of disease.'<sup>58</sup> Unless medicines were carried from Sydney the medical stores would have been extremely deficient, replenishment being impossible as '...drugs have not hitherto been procurable at Amoy.'<sup>59</sup> In Dr Swain's journal of his voyage on the *Eleanor Lancaster* in 1851-52 he makes no mention of actually treating any of the Chinese, although he does note various cases of illness. What his journal does contain is a listing of questions as to a person's health or otherwise written in English and what may be called "pidgin Chinese". A couple of the questions that Swain obviously thought would be of use in treating any illness amongst the Chinese are:

*How are you today? - Cin cou czi e pu?*

*Are you any better? - Cin cou on i'abouti leg?*

*Does your head ache? - De tou kâi hên boe lay?*<sup>60</sup>

The amount of medical provisions carried on the ships carrying Chinese labourers when compared to those required under the British Passenger Acts<sup>61</sup> is found to be totally deficient and inadequate, lacking even those wines and spirits prescribed as "Medical Comforts" in case of sickness and disease. A deficiency in the provisions supplied to the Chinese travelling to the colony is also apparent when compared with those stipulated under the Chinese Passenger Acts of 1855, although in this case the discrepancy is not as large.

The daily allowance under this latter Act and the average rations supplied (in brackets) was: 1½lb. rice (1½-1⅓lb.); ¼lb salt meat or fish (¼-½lb.); 3lb. salt vegetables or pickles (unknown); 3 quarts water (2-3); 2lb. firewood (not mentioned); and 1-3ozs. tea (unknown); plus a substantial list of medicines and medical comforts,

57 "Chinese Immigration" by Paul Pax, No. II, *op.cit.*

58 Evidence of Hutchinson Hothersall Browne, 27th November, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 17.

59 Inclosure 3 in No. 8, Dr Bowring to the Earl of Malmesbury, 25th September, 1852, *BPP*, 1852-53, Vol. LXVIII, p. 13.

60 *Journal of W. D. P. Swain*, no date, (ML B1654-1 CY 1388).

61 For a full listing of the "Medical Comforts" and medicines required on board Immigrant Vessels refer to Appendix C, No. 3, Evidence of F. L. S. Merewether, 7th July, 1847, Select Committee on Immigration, *NSWLC V&P*, 1847, Vol. II, pp. 306-307.

which was not supplied as noted above.<sup>62</sup> Although the difference in expected and actual rations is slight, the stipulated level of rations was only meant as a lower limit the minimum requirement for health to be maintained, a minimum which Towns and Paul Pax's anonymous agent did not reach in the provisioning of their ships.

The noting of these deficiencies and inadequacies in the appointment of provisions and level of care evinced during the passage of the Chinese to the colony is not meant to imply that the ship's captain's and doctor's showed little or no regard for the human cargo which had been entrusted to their care. The point made earlier that the doctor was assured of a bonus if a certain number of Chinese were landed alive in the colony must be recalled here, as it was in the doctor's financial interest to devote himself to the care and adequate feeding of the Chinese during the voyage. Although no evidence has been found to show that the captain had also been promised a bonus comparable to the doctor, it can be assumed that the captains had been retained by the agent along lines similar to those under which the doctor was commissioned. If this was the case the captain also had a personal financial interest in the safe and healthy passage of the Chinese, and it must be presumed on the basis of this interest that he would have directed his energies and resources to ensuring that his remuneration for the voyage was maximised. Even on the *General Palmer* which exhibited the greatest level of sickness and mortality, it was noted that both the doctor and captain had done all in their power to overcome the sickness that had ravaged the health of the Chinese.<sup>63</sup>

## B: SIGNING THE CONTRACT

Once the selection process had been concluded the most important part of the mechanics of the trade was then performed. This was the signing of the contract by which the Chinese were indentured to serve in the colony for a period of five years, receiving in return for their signature the stipulated advance of \$6. The advance, which was paid on the basis of future wages, was usually not available for the emigrant to do as he wished. In many cases the advance was promptly appropriated by the broker to pay for food, clothing and tobacco supplied while the prospective emigrant awaited selection, a practice that appears to have caused some anxiety and dissension amongst the Chinese emigrants.<sup>64</sup> Towns, and the anonymous agent to his

---

62 An Act for the regulation of Chinese Passenger Ships, Vic. 18 & 19, No. 104, in G. B. Endacott, *An Eastern Entrepôt*, London, Her Majesty's Stationery Office, 1964, pp. 138-139.

63 Water Police Court, Inquest into the death of Pan Keene, *Empire*, 5th March, 1852, and Evidence of Hutchinson Hothersall Browne. 27th November, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 17.

64 "Chinese Immigration" by Paul Pax, No. III, *op.cit.*



Surgeon-Superintendent as quoted by Paul Pax,<sup>65</sup> recommended that the advance be paid in clothing and supplies for the voyage, with Towns wishing the amount advanced to be '...reduced far below what you have been in the habit of paying- I think \$3 three Dollars ought to be the money advanced to each Coolie...'.<sup>66</sup>

The rationalisation for paying the advance in clothing was that '...we have great difficulty in getting them to understand upon what their wages are stopped- as they receive little or no benefit by the advance- they look on the demanded as Robbery and causes great discontent...'.<sup>67</sup> At least the provision of clothing gave the Chinese something solid which was easier for the agents to refer to if complaints were raised in the colony regarding the repayment of the advance. The provision of the advance in clothing also prevented the whole of the advance being paid to the crimps who were notorious for then sending '...the poor soul to sea without a rag to his back.'<sup>68</sup> By paying the advance in this manner Towns believed that the crimps would, and should be removed from the negotiations, as '...the Crimp is a villain in all parts of the World.'<sup>69</sup> a complaint which he reiterated with respect to the operation of crimps in the port of Sydney, who he stated were '...really the source of all our mischief.'<sup>70</sup> Towns was correct in his estimation of the problems that crimps caused "in all parts of the world", as the British emigrant trade also experienced trouble with the '...runners, crimps and lodging-keepers who systematically defrauded the emigrants...',<sup>71</sup> an aspect of the trade that the Passenger Acts tried hard yet failed to eradicate.

The payment of the advance in clothing was combined with an exhortation from Towns for James Tait to ensure that it was '...particularly plain to the Coolie on embarkation, that he will refund the amount...'<sup>72</sup> paid as an advance upon reaching the colony. By ensuring that the Chinese realised that the advance had to be repaid from future wages it was hoped that the incidence of complaints from '...some of the worst of the Chinese, on their arrival in this country, that they have not been fairly paid these six dollars...'<sup>73</sup> would be reduced.

---

65 *ibid.*

66 Towns to Tait, 25th April, 1851, *RTC*, (ML MSS 307/116).

67 Towns to Tait, 19th September, 1851, *RTC*, (ML MSS 307/116).

68 Towns to Tait, 25th April, 1851, *RTC*, (ML MSS 307/116). The same recommendation is made by Towns in the exactly the same words regarding the ship *Inchinnan*, Towns to Innes, July 1852, *RTC*, (ML MSS 307/117).

69 Towns to Tait, 19th September, 1851, *RTC* (ML MSS 307/116).

70 Evidence of R. Towns, 15th July, 1852, Select Committee on the Water Police Department, *NSWLC V&P*, 1852, Vol. 1, p. 42.

71 O. MacDonagh, *A Pattern of Government Growth, 1800-60*, London, Macgibbon & Kee, 1961, p. 219.

72 Towns to Tait, 19th September, 1851, *RTC*, (ML MSS 307/116).

73 "Chinese Immigration" by Paul Pax, No. III, *op.cit.*

Court records do not support the statement of Paul Pax that the "worst" of the Chinese were liable to complain of not having been paid the advance as there are no cases reported of the Chinese instigating proceedings on this basis. However, some of the numerous cases of absconding from service by the Chinese may have been prompted by a belief on the part of the labourers that they had been duped by the payment of the advance, not realising that once they had reached their place of service the advance had to be repaid. The one-sided nature of the majority of court cases involving the Chinese and the usual lack of an interpreter, subjects which are dealt with in more detail later, would have precluded the Chinese from making their complaints on this subject known.

The payment of the advance with the signing of the contract not only acted as an enticement to the Chinese to sign themselves into servitude for five years, but more importantly from the perspective of the employers, placed the Chinese in a position of debt bondage. This position was legally enforceable under Section 3 of the 1845 Master and Servants Act, with absconding in debt being termed "fraudulent breach of contract" and attracting the harshest penalty that was allowable under the Act, that is three months with hard labour. This section had been included in the Act as a response to cases where labourers, after receiving an advance paid to enable them to travel the substantial distances involved in moving from the urban areas to the squatting districts, failed to appear.<sup>74</sup>

The fear of Paul Pax regarding the worst of the Chinese combined with the fact that fraudulent breach was included in the Act, (although no equivalent provision is found within British legislation) and attracted such a stiff penalty although its incidence was relatively rare, says a great deal more '...about the attitudes and obsessions of employers than about the behaviour of employees.'<sup>75</sup> This is supported by the fact that unlike European labourers who were left to find their own way to the

---

<sup>74</sup> The squatters in the Northern Districts had a greater chance of being duped by employees accepting an advance and then failing to appear at the designated place of employment as many labourers were acquired in Sydney through either the services of an agent, or through the placing of an advertisement in the Sydney newspapers. These agents contracted the labourers for the prospective employers, paid the advance, and then left the employee, with advance in hand to make their own way to the station. One of these agents was J. Frederick Johnson of Castlereagh Street in Sydney who owned a "Servants Registry Office". In 1849 Johnson advertised for seven shepherds and other labourers for the New England region, (*SMH*, 13th February, 1849). S. A. Donaldson being in the position of having his own office in Sydney was able to advertise personally for labourers as in the advertisement that requested a "few shepherds and watchmen" for "Tenterfield" station, (*SMH*, 17th April, 1847). As there was no system in place to ensure that the newly contracted employees made the trip, and did not take the advance and then proceed to contract themselves to an employer in Sydney, it was not unusual to find advertisements cautioning '...the public against hiring the undermentioned...they having engaged with me, in presence of the Surgeon-Superintendent, to go up to my stations in New England.' 'Immigrants per *Castle Eden*', *SMH*, 16th October, 1848.

<sup>75</sup> A. Merritt, *The Development and Application of Master and Servants Legislation in New South Wales- 1845 to 1930*, A. N. U., Ph. D Thesis, 1981, p. 41. Within her study Merritt found only 47 prosecutions for fraudulent breach, out of a total 3096 cases, *loc.cit.*

station of the contracting employer, the Chinese were personally conducted to their place of employment which acted to prevent any conscious fraudulent breach being perpetrated by the Chinese labourers.

It would not have been surprising if the Chinese had complained in the manner stated by Paul Pax if Towns' desire for the advance to be reduced and payment in kind had been gratified. Although there is no evidence to assert that the amount of advance paid to the Chinese upon signing the contract was reduced according to Towns' wish it would be unusual for an agent of another, as Tait's relationship was with Towns, not to follow directions. If the advance had been reduced the Chinese had been swindled because the contracts which they had signed stated that they had been paid '...the sum of Six dollars so advanced to him at the rate of four shillings per dollar', which they were to repay '...by four equal quarterly payments'<sup>76</sup> to the holder of their indenture, not the three dollars that had been suggested by Towns as an adequate advance.

#### **B(i): CONTRACTUAL ANALYSIS**

The contract signed by the Chinese was intrinsic to the success of the importations from a legal and a commercial perspective. The extent of the endeavours undertaken by Wentworth and other very interested parties in ensuring the legality of the contracts if challenged in the colony, proves the veracity of this statement. Without the legality that the signing of the contract provided to the employer under the Master and Servants legislation, those employers of the Chinese would have been confronted with yet another labour source that would not conform to the level of servitude that the squatters required in pursuit of their landed gentry ideal.

The imperative with which Towns and Paul Pax's anonymous agent stated that either the doctor or captain must witness the signing of the contract is another expression of the importance of the contract to the successful operation of the trade in Chinese labourers. The doctor was to witness the signing of the contract and to ensure that the contract and its contents were '...explained to the man in your presence by an Interpreter, [and] Captain Cooper will be present at the same time...'.<sup>77</sup>

Each contract delineated the terms under which the Chinese were indenting themselves including the term of the contract, five years; the amount of advance and

---

<sup>76</sup> 'Articles of Agreement between Kaw Hoe and Robert Towns, (No. 106)', 22nd May, 1852, *RTC*, (ML MSS 307/184). Copies of the agreements signed by Kaw Hoe are contained in Appendix 7.

<sup>77</sup> Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116). In the case of the instructions cited by Paul Pax, it was the captain who was to witness the signature of each Chinese taken on board, yet the admonition as to the essential nature of this act, was equivalent to that given by Towns. "Chinese Immigration" by Paul Pax, No. II. *op.cit.*

rate of wages and rations for which the Chinese bound themselves; combined with an agreement to provide faithful service to their employer within these bounds. This contract as witnessed by either the doctor or captain, was described by Paul Pax as being:

*...perfectly fair and legitimate, and is perfectly understood by the Chinese themselves...the contract is engraved in Chinese, and that every emigrant (they all read and write) is possessed of one in his own language, long before, and when he signs his agreement. ...Some of these men are indentured in China directly to the parties whom they are to serve in this colony, while others are indentured to the party importing them as the agent, de jure, of those persons in the colony to whom they are to become servants.*<sup>78</sup>

Some of these statements require challenging, especially the references to the 'fairness' of the contract and the reference regarding the literacy rate amongst the Chinese. The contract could in no way be challenged legally; the only sustainable challenge was on the grounds that the signing Chinese emigrant had not been informed of his duties and rights under the conditions of the contract, a challenge that was virtually impossible to prove in the colonial courts.<sup>79</sup>

There are also doubts regarding the Chinese language contract and the possession of such a document "long before" the Chinese departed for the colony, as those sighted in the Towns Papers at Mitchell Library indenturing the Chinese from the *Spartan* (1851-52) were signed from two to four days after the *Spartan* had left Amoy.<sup>80</sup> The Chinese language contract in Appendix 7 signed by Kaw Hoe (No. 106) is dated the 26th January; the English contract is dated the 16th January; whereas the *Spartan* left port on the 24th January, 1852. The contracts for Lim Chick (No. 213) after the *Spartan* were signed the 29th, and 19th respectively; the three days difference in dates of signature is probably explainable by the time it took for those responsible to go around all of the labourers. The same situation is found in the contracts signed with T. B. Simpson, the captain of the *General Palmer*; the Chinese language contracts having been signed two days after the ship had left Amoy.

That these Chinese language contracts had not been sighted by the Chinese prior to leaving port leads one to conjecture that the Chinese, at least those on the *Spartan* and the *General Palmer* had no true knowledge of the conditions to which they were indenturing themselves. The rationalisation for adopting this course of action on the

<sup>78</sup> "Chinese Immigration" by Paul Pax, No. 1, *SMH*, 28th February, 1852.

<sup>79</sup> 9 Vic. No. 27 Sec. 18 even removed the necessity of the legality of the agreement being proved in court by stating that '...it shall not be necessary...to account for the absence or to prove the handwriting of any such subscribing or attesting witness...'.  
<sup>80</sup> *RTC*, (ML MSS 307/182) and *RTC*, (ML MSS 307/184).

part of the shipping agent may have been to forestall any of the Chinese that could read, or prevent those who could not, gaining access to someone who could, and therefore actually realising the contents of the contract. In this instance the provision of a contract "engraved in Chinese" provided no guarantee that the Chinese were cognisant of the contents of the contract when they had signed themselves into servitude.

Also the literacy rate was not as high amongst the Chinese as Paul Pax would have the reader believe, therefore, the degree to which the contracting Chinese labourers understood the terms of the contract must be questioned. The literacy rate can be gauged by the number of contracts signed by the Chinese using a circle, the equivalent of a European using a cross to mark their name or signature, both evidence of an inability to read and/or write. In the contracts sighted within the Towns Papers, and those contracted with T. B. Simpson all of which are held at the Mitchell Library, the majority have been signed by the means of a circle, indicating that the person could not write their name. Despite the number of times that the call for an interpreter within the colonial court scene was raised<sup>81</sup> never was the lack of English language capability, as evidenced by the Chinese when brought before the Bench, related back to labourers' ability or inability to understand the conditions of the contract to which they had bound themselves. When a person cannot read and verify the contents of a contract or any other document, that person must be assumed to be in a position of relative impotence, a situation where the signing of a contract is anything but fair.

Within evidence given to the 1854 Select Committee on Asiatic Labour it was stated by H. H. Browne in response to a question as to whether the Chinese had a '...clear knowledge of the engagement they had entered into?' that '...my impression has always been that they had not.'<sup>82</sup> Browne continued in his evidence to state:

*...that they do not understand the nature of their agreements so fully as they ought. And my reason for arriving at that conclusion is, that I have seen the Coolies on board some of the ships partitioned off with studding-sail booms, or small spars, in parties of eight or ten, and the compartments marked with a piece of chalk, so that the persons contained in them could be more easily recognised, as I presumed, because they were all so much alike. The importers professed that they knew them, and knew all the different signatures and handwritings, but I*

---

81 A few examples are to be found in, "Chinese Labour", *MBC*, 22nd February, 1851; "Chinese Interpreter", *MBC*, 3rd April, 1852; and the case of Tan Chu and Te Kean who were eventually pardoned due to their trial and sentencing without the services of an interpreter, "The Chinese-Interpretation of Defences", *MM*, 22nd December, 1852.

82 Evidence of Hutchinson Hothersall Browne, 27th November, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol II, p. 18.

*had grave doubts on the subject, and the arrangements appeared to me anything but satisfactory.*<sup>83</sup>

Although a contract in Chinese was provided along with an English language contract the illiteracy of many of the labourers precluded them from not only reading the contract for themselves and thereby ensuring that what was written down was equivalent to what was explained to them, but also precluded them from re-signing the contract personally once they arrived in the colony. One incident of this reached the notice of the public where the contracts signed in Sydney were different in content to those signed in Amoy, the former all being signed by one person in Sydney and failing to contain any mention of the 1 pound of sugar contracted for in Amoy.<sup>84</sup> Such discrepancies were finally dismissed by the Bench although it was argued by Mr Walsh during the case for disobedience brought against the Chinese who were the victims of this deception that:

*The omission of the sugar in the translation may be characterised as an imposition, fraud, or by whatever name you like. If you find such omission is made, the contract is null and void: it is one agreement at Amoy, and another at Sydney.*<sup>85</sup>

The publicity surrounding this case which had taken nearly two months to resolve may have prompted the placement of the following advertisement<sup>86</sup> in an attempt to capitalise on the fears of other employers that any similar agreements they held with Chinese labourers would be declared invalid. The employment of the services offered within the advertisement would have "corrected the evil" by which the Chinese had '...been beguiled, to say the least of it, into agreements by attaching marks, by proxy, to documents which were not read nor explained to them, or which, if explained, they did not understand...'.<sup>87</sup>

---

<sup>83</sup> *loc. cit.*

<sup>84</sup> Goulburn News "The Chinese", *SMH*, 12th April, 1852.

<sup>85</sup> Alexander McLeay, the co-signer of these contracts agreed to supply to the Chinese the disputed sugar, an act which supposedly removed the problem from the purview of the Bench. Goulburn News "The Chinese", *SMH*, 12th April 1852.

<sup>86</sup> *SMH*, 2nd April, 1852. Repeated 5th April.

<sup>87</sup> Goulburn News "The Chinese", *SMH*, 12th April, 1852.

### CHINESE IMMIGRANTS

**E**MPLOYERS about to hire Chinese Labourers can be supplied with properly prepared printed agreements; and can also have the aid of a well qualified INTERPRETER, who is thoroughly conversant with the Hong Kong, Amoy, and Shanghai languages, and who is also well acquainted with the habits of these labourers. Apply to I. D. NICHOLS, Licensed Shipping Agent, Marine Hotel, Lower George-street. 7783

The number of contracts signed by the Chinese with a circle indicates not only the extent of illiteracy but also provides an idea of the degree to which the Chinese were dependent upon the manner in which the contract was interpreted and explained to them for their level of understanding of its contents. It became known during the case against Loo Such, Le Soy and Yap Pian that upon arrival in the colony another contract was presented to the Chinese, a Memorandum of Agreement, which '...one Chinaman in Sydney signed for all...'.<sup>88</sup> This would not have been an unusual occurrence given the inability of most of the Chinese to sign their own names, yet this act must have impacted upon the legality of the contract, a possibility that was ignored as much as possible as such questions would have cast doubt upon the legality of all contracts signed in this manner.

It must be explained at this point that at least two and sometimes three contracts were involved in the indenture process: the Chinese language contract, which was not signed; an English language agreement which was signed; and a possible second English language agreement which was signed once the labourer had been assigned to an employer in the colony. The English language contract could take one of two forms, an "Articles of Agreement" and a "Memorandum of Agreement" with both forms apparently being interchangeable, although where Towns was agent both forms were used. The Memorandum of Agreement is an "evidential" contract which was to be produced if necessary in court to prove the existence of a contract between the Chinese labourer and the holder of the contract.

When the memorandum had been signed in China, the services of the labourer were transferred from the person who signed the contract in Amoy to whoever paid

---

88     *ibid.*

the advance and passage money to the agent. To effect this transfer the memorandum was endorsed on the back thus:

*I hereby place the said Lim Poh under the charge of Richard Watson Esq., or those whom he may appoint, for the period of five years from this date.*

*G. J. F. Kirsopp*

*November 13th, 1851.*<sup>89</sup>

It is of interest that this re-signing of the contract upon arrival in the colony continued as it was the general impression of many involved in the trade that '...the late addition to the Servants' Act would now render the above caution unnecessary.'<sup>90</sup> Concerns about the legality of contracts signed and transferred in this manner continued despite the 1847 amendment to the Master and Servants Act as evidenced within the debate initiated when Hannibal Hawkins McArthur deemed a contract so transferred to be illegal.<sup>91</sup> Towns was extremely concerned about the process of transferring the contracts warning Captain Lodge of the *Eleanor Lancaster* to '...take from the Coolie the indenture given him in China, let him have only one & that the one you give him when you hire him...'.<sup>92</sup> A point on which he elaborated in a letter to one of his customers that, '...should he ever have occasion to take the Men into Court (which is not likely) he better or ly produce the agreement executed in this Colony, as the other shows agreement with other parties & may be a bar, in the eyes of some of our worthy beaks.'<sup>93</sup>

To overcome the difficulties, or expected difficulties in legally transferring the contracts indenturing the Chinese from the agent or captain to the employer, Towns and Campbell introduced another type of contract into the trade, the "Articles of Agreement". In contrast to the Memorandum, the Articles of Agreement was a dispositional contract by which the Chinese disposed of their labour; and assumed two forms. The first type of the Articles was signed in China, the second in Sydney, the only difference between the forms being that the first provided the contractor with the right to later transfer the services of the labourer to a third party.<sup>94</sup> The problem regarding the validity of the transfer method used with the memorandums which led to the reprinting of Lim Poh's contract in the *Moreton Bay Courier* were to be removed by the use of the two Articles of Agreement by the consortium of Towns and Campbell.

89 "Original Correspondence", *MBC*, 12th June, 1852.

90 "Chinese Immigration", *MBC*, 2<sup>nd</sup> July, 1848.

91 "Original Correspondence" by F. Z., *MBC*, 5th June, 1852 and "Original Correspondence" by H. H. McArthur, *MBC*, 12th June, 1852

92 Towns to Lodge, 12th March, 1852, *RTC*, (ML MSS 307/117).

93 Towns to Rundle, 31st January, 1852, *RTC*, (ML MSS 307/117).

94 In the case of Kaw Hoe, Robert Campbell was the contracting agent in Amoy, with Robert Towns indenturing Kaw Hoe in Sydney.



Appendix 7 contains a number of contracts in English and Chinese, dating from that signed by Eu who arrived aboard the *Nimrod*, through to a reproduction of one issued by Robert Jackson for the Chinese that arrived per the *Spartan* in 1853. What is immediately evident from a brief perusal of these contracts is the degree of correspondence amongst them despite different colonial agents being involved in the shipments, and covering a period of six years. The degree of correspondence is partially explainable by the common denominator of James Tait. Even the contracts used to indenture the Chinese to employers within Peru and the West Indies,<sup>95</sup> for which trade Tait was also the primary agent, are very similar to those contracted in New South Wales. The correspondence between those issued by Tait and the contract produced by Jackson within his evidence to the inquiry conducted into the Amoy riots, reinforces the notion that one style of contract was applied by all participants in the trade.

The style that the indentures assumed was also closely related in content and format to those used to indenture labourers in England and on the Continent, particularly Germany, and also those used by the Australian Agricultural Company.<sup>96</sup> The degree of correspondence between the contracts used in the Chinese labour trade and specifically those signed with the English bounty emigrants is not surprising as Towns in particular had begun his colonial career carrying bounty emigrants from England. The knowledge gained from this earlier employment in the carriage of a human cargo proved invaluable in Towns' later forays into this trade, from the personal and financial links developed through to the recognition and application of the forms of contract required.

Although the contracts within the appendix appear to exhibit a great deal of homogeneity there are some major discrepancies between them which must be recognised.<sup>97</sup> These discrepancies arose due to a number of factors that developed

---

95 For examples of these contracts refer to Wang Sing-wu, *The Organisation of Chinese Emigration, 1848-1888*, San Francisco, Chinese Materials Centre Inc. 1978, Appendix II, pp. 319-354.

96 For purposes of comparison refer to Appendix E, Evidence of F. L. S. Merewether, 7th July, 1847, Select Committee on Immigration, *NSWLC V&P*, 1847, Vol. II, p. 303; and to P. A. Pemberton, *Pure Merinos and Others*, Canberra, Australian National University, 1986, pp. 118-9 and 122-23, for contracts signed with the A. A. Co. It must be noted that on the contract signed with the German labourer cited by Pemberton the labourer has made a mark, and on the contract signed with Thomas Watson the signature has the appearance of having been written by someone who rarely wrote or signed their name.

97 Another point of comparison may be made with the contracts issued to the Chinese that were brought to the Port Phillip region in 1849 by the Malay Immigration Society, many of whom were employed by the Clyde Company. These contracts were for four years at a rate of five dollars sixty cents per month (exchange rate of \$1= 4s. 2d.); a monthly stoppage of \$1.60 (6s. 8d.) to cover the cost of passage to Port Phillip and back to Singapore at the completion of the contract; no clothing was to be supplied; weekly rations of 7 bs. meat, 8lbs. flour or 10lbs. rice, 3oz. tea, 1½ lbs. sugar and cooking pots; and payment was to be made every six months. Agreement between Yeh and Neil Black and Co. 18th September, 1848, P. L. Brown, (ed.) *Clyde Company Papers*, Vol. IV, 1846-50, London, Oxford University Press pp. 413-415.

during the operation of the trade in Chinese labourers and impacted significantly on the nature and quality of the life of the Chinese in the colony. The discrepancies, or more accurately differences, include a reduction in the amount of advance paid; the disappearance of clothing from the contract; changes within the type and amount of rations to be supplied to the Chinese; and changes within the number and type of contracts signed.

Contracts which relate to each ship involved in the trade have not been found, however, there is sufficient spread across ships, agents and dates of arrival within the surviving contracts to provide an adequate range through which the changes noted above, and discussed in full below, become apparent. The following table provides some idea of the differences in the style and content of the contracts used and signed during the term of the trade in Chinese labourers, and has been compiled from a number of sources including actual contracts, newspaper articles, and Parliamentary reports.<sup>98</sup>

The 11 contracts contained in Table 7a apply specifically to nine of the 25 ships that carried Chinese to the colony, however, many of the contracts noted for one ship can be linked to other ships. For example, the contract for *Kaw Hoe* would be comparable to contracts signed with the Chinese arriving on the six other ships consigned by Robert Towns to the trade; those for the *Alfred* and the *Statesman* in 1848 and the *Regia* in 1849 and 1851 would have been comparable to those issued to the Chinese per the *Alfred* in 1847 as Thacker & Co. organised all five importations. The form of contract issued to "anon" per the *Spartan* in 1853 may also be presumed to have been used for the Chinese labourers imported per the *Royal Saxon*, as Robert Jackson was the agent in Amoy who organised both of these importations.

---

<sup>98</sup> Full references for these contracts can be found within Appendix 7. Three of the contracts listed within the Table are not contained within the appendix, as the information regarding the content of the contracts has been compiled from sources other than actual contracts. That entitled Lim Poh has been compiled from the contract contained within a letter to the *Moreton Bay Courier* which dealt with the applicability of transferring contracts by means of a signature on the back of the contract. ("Original Correspondence" by F. H. McArthur, *MBC*, 12th June, 1852.) The contract for the first person entitled anon, who arrived per the *Alfred* in 1847, was compiled from the information contained in a letter publicising the costs and benefits of Chinese labour. ("Chinese Immigration", *MBC*, 29th July, 1848.) The third contract not contained in the Appendix, is that between Yap Chew and Robert Campbell which is from Mitchell Library, Sydney and is reproduced in Jan Walker, *Jondaryan Station*, St Lucia, University of Queensland Press, 1988. The dollar amounts cited are in Spanish dollars.

**TABLE 7a**  
**COMPARISON OF CONTRACTS**

NAME	SHIP	CONTRACT	ADVANCE	WAGE	CLOTHING	RATIONS
Anon	<i>Alfred</i>	Memorandum: Counter-signed in Sydney	\$6	\$4 or 16s. per month £9 12s p. a.	Boots, clothes, etc. to value of £1	10lb. meat, 1 1/2 lb sugar, 1 peck wheat, 1/4 lb tea
Eyu	<i>Nimrod</i>	Articles signed (?) Sydney	\$8 or £1 12s	\$2.50 or 10s. per month £6 p. a.	2 shirts, 2 pr trousers, 2 jackets, 3 pr boots, & 1 cap or hat	10lb. meat, 10lb. flour, 1/4 lb. tea, 1lb. sugar.
Eat	<i>Cadet</i>	Memorandum: signed Morston Bay	\$8	\$3 or 12s. per month £7 4s. p. a.	1 shirt, 1 pr trousers, 1 sleeve vest, 1 pr boots	9lbs. meat, 8lb. flour or 10lb. rice, 2oz. tea
Lim Poh	<i>Duke of Roxburgh (1851)</i>	Memorandum: signed Arroy	\$6 or £1 4s.	\$3 or 12s. per month	No	9lbs. meat, 8lb. flour, 2ozs. tea, 1lb. sugar
Yap Chew	<i>Arabia</i>	Memorandum: signed O Arroy	\$6	\$3 or 12s. per month	No	8lbs. meat, 8lb. flour or 10lb. rice, 2ozs. tea.
Tieo	<i>Ganges</i>	Memorandum: signed Sydney	\$6	\$3 or 12s. per month	No	8lbs. meat, 8lb flour or 10lb. rice, 2ozs. tea, 1(?) sugar
Lim Khuing	<i>General Palmer</i>	Memorandum: signed O Arroy	\$6	\$3 or 12s. per month	No	9lb. meat, 8lb flour, 2ozs. tea, 1lb. sugar
Lim Khuing	<i>General Palmer</i>	Chinese language Contract	\$6	\$3 or 12s. per month	No	8lb. meat, 10lb rice, 8lb flour, ?ozs. tea, 1lb sugar
Kaw Hoe	<i>Spartan (1852)</i>	Articles signed O Arroy, signed Sydney	\$6	\$3 or 12s. per month	No	9lbs. meat, 8lb. flour, 2ozs. tea, 1lb sugar
Kaw Hoe	<i>Spartan (1852)</i>	Chinese language Contract	\$6	\$3 or 12s. per month	No	8lbs. meat, 10lb. rice, 8lbs. flour, ?ozs. tea, 1lb. sugar.
Anon	<i>Spartan (1853)</i>	Memorandum	\$10 or £2	\$3 or 12s. per month	No	8lbs. meat, 8lb flour or 10lb rice, 2ozs. tea, 1lb. sugar

The first notable change within the contents of the contract occurred between the arrival of the *Alfred* in 1847 and the *Nimrod* in 1848, with a \$2 or 8s. increase in the advance and £3 12s. reduction in annual wages being the most notable. After this first substantial decrease in wages only a minor change in the level of wages paid, being an increase of 50 cents or 2 shillings per month, occurred. After this relatively

insignificant change the rate of wages remained at those levels promoted by Rusden and Bogue in 1847-8 even though a number of years of increasing prices and wages were experienced during the period in which the trade in Chinese labourers was undertaken. These inflationary forces were to have a positive impact upon the profitability of employing Chinese labourers as the wages of these labourers were not determined by market forces. This is evidenced by static wages at a time of increasing wage levels, which, combined with reduced advances and the increased prices that could be charged for goods at station stores, made the Chinese an extremely attractive economic proposition. For the Chinese, however, the impact was negative, with their wages and purchasing power suffering continual depreciation and their chances increased of getting further in debt to their employer.

The major factor which initiated many of the changes noted above may be identified as the direct entry of Robert Towns into the trade. Towns, as explained earlier, wished to have the amount of advance paid to the Chinese reduced and that may be taken as an attempt to increase his profit from the trade. A reduction in the amount of advance paid also reduced the cost to Towns of purchasing the Chinese, allowing the purchase of more labourers for an equivalent amount or a reduction in the amount of funds that Towns had to dedicate to the trade in the form of cash or credit. As the collation of the contracts contained in Table 7a shows, Towns had his wish regarding a reduction in the amount paid as an advance granted, although not as low as the \$3 level that he desired. This reduction in the amount of advance paid in China brought the amount back to the level that had predominated when the experimental importations began with the arrival of the *Alfred* in November 1847.

The provision of clothing also went through various changes, with the Chinese per the *Alfred* in 1847 being fitted out with '...about £1 worth of boots, clothes, &c., in Sydney, which they will have to repay.'<sup>99</sup> In contrast to this was the experience of Eyu from the *Nimrod* whose clothing was stipulated on his contract with no mention made of the cost of these articles having to be repaid. The provision of clothing would also eventually disappear altogether from the contract binding the Chinese labourer to the employer.

The contract between Eyu, who arrived in the colony on board the *Nimrod*, and Robert Towns, is not just the only surviving contract from the *Nimrod* that has been found, but also the only contract found that explicitly states the clothing allowance for which the employers of the Chinese labourers were liable. In Table 7a, the clothing listed for Eat was not stipulated on the contract yet was provided by Matthew Marsh

---

<sup>99</sup> "Chinese Immigration", *MBC*, 25th July, 1848.

his employer upon reaching the "Maryland" station.<sup>100</sup> However, Eat's contract contains a note to the effect that on top of the advance of \$8, Eat and the other labourers contracted by Marsh also had to repay the amount of '...seven shillings for Rug and shirt supplied by Henry Buckley agent for M. H. Marsh'. The provision of clothing as part of the contract became rare as the trade intensified because it was more profitable, financially and legally, for the squatters to have the labourers purchase their clothing from the station store. Apart from the squatters being able to exploit their monopoly position by charging inflated prices for goods and thereby recoup part of the wages paid, the purchaser was likely to find themselves in an extended form of debt bondage. As discussed earlier and elaborated upon later, a labourer who absconded whilst in debt to their master could be prosecuted severely under the Master and Servants Act of 1845. The removal of clothing from the contract allowed the master to attain another legal hold over their employees coeval with reducing the level of rations to be supplied, yet maintaining wages at the same level throughout the period of the trade and recouping the same wages through the station store.

The amount of advance paid to the Chinese as an enticement to sign the contract was also reduced over the period of the trade in Chinese labourers, with the Chinese arriving on board the *Cadet* apparently from available evidence, to have been the last to receive \$8, later arrivals receiving two dollars less. The exception to this was found during the 1853 voyage of the *Eleanor Lancaster*, where the Chinese were paid \$10. An increase imposed in response to the upsurge in demand for labourers in Amoy, and as a result of the riots against the trade that had erupted there in December of 1852 when the *Spartan* and the *Eleanor Lancaster* were loading. Both of these factors would have required any aspiring shipper of labourers to increase the price which they were willing to pay the Chinese to induce them to accept the offer of employment in the colony.

As the advance was reduced so too were the rations that the employer was required to supply to the Chinese during the term of their indenture. Meat declined from 10lb. to 8lb.; tea from 4 to 2 ozs.; flour from 10lb. to 8lb, which could be substituted with 10lb. rice at the employers option; with sugar constantly appearing and disappearing from the contracts as the trade progressed. The problems encountered by Alexander McLeay over the omission of sugar from the contract signed in Sydney discussed earlier may have been responsible for the hand-written entry regarding the provision of sugar which is found on the contract of Tieo contained in Appendix 7.

---

<sup>100</sup> From station records it is known that this clothing noted was supplied to all of the Chinese labourers employed by Marsh from the ship *Cadet*. *Maryland Cash and Stores Book*, 1850-51, (UNE- A1352).

Whether rice was substituted for flour depended upon the relative costs of the two commodities, with one enterprising merchant in Brisbane announcing to "Employers of Chinese" that he had rice for sale, '...in quantities at a very Moderate Price', which he had been instructed to "Sell at Once".<sup>101</sup> Robert Towns even combined his sale of Chinese labourers with the sale of rice which he had imported, writing to Adolphus Trevethan that '...I am half inclined to send you a ton of rice for these men, you will be able to supply your neighbours & Rice was never so cheap...'.<sup>102</sup> Evidence of the tendency of flour to be substituted for rice according to the relative prices of the commodities is found within Edward Rafferty's response to Towns' queries regarding the small amount of rice being sold in Brisbane:

*The Employers of Chinese generally give the greater portion of the ration in flour, and when flour is cheap as at present may give the whole ration of that, as the men prefer it to rice, when they get used to it. This will account for the quantity consumed here being so small.*<sup>103</sup>

The steady decline in the amount of rations which the employers had to provide the Chinese, decreased their yearly cost and decisively forced the Chinese to resort to purchases from the station store to supplement their rations. The contractual requirement that the Chinese had to repay the advance at a rate of \$1 or \$2 per month would have reduced the amount of unpaid wages which they could call upon to effect such purchases, increasing the chance of the labourers indebting themselves further to the employer. The extension of the debt owed to the employer increased the degree of legal control that the employer could enforce over the Chinese labourers, inhibited savings, and effectively prevented a labourer from becoming a land-owner and therefore a possible employer of labour.

Although the rate of wages paid remained relatively stable the actual value of the wages paid to the Chinese labourers was reduced by the application of an inaccurate rate of exchange. As can be seen in the contracts for Kaw Hoe, Tieo, Eyu, and Lim Khuing, the wages due to the labourer were to be '...paid in Dollars, or in sterling British Money at the Exchange of Four Shillings per Dollar.' The rate of exchange as stated in the contracts was the rate established for the payment of monies in the form of fines and duties to the British Government. However, the true rate of '...exchange between Amoy and Sydney is five shillings and two-pence, that is one and two-pence difference between the value of the dollars here and there...',<sup>104</sup> a difference which was expropriated from the Chinese by the wording of the contract.

<sup>101</sup> *MBC*, 18th October, 1851.

<sup>102</sup> Towns to Trevethan, 31st January, 1852, *RTC*, (ML MSS 307/117).

<sup>103</sup> Ed. Rafferty to Towns, 28th March, 1852, *RTC*, (ML MSS 307/191).

<sup>104</sup> Evidence of R. Towns, 15th July, 1852, Select Committee on the Water Police Department, *NSWLC V&P*, 1852, Vol. I, p. 40.

It is difficult, if not impossible, to agree with Paul Pax that the contract itself was fair, legal definitely, yet the continual downgrading of the provisions of the contract and the increasing level of servitude that could be imposed due to the downgrading; the application of a lower exchange rate; combined with an inability to fully understand what they were signing, placed the contracting Chinese in an eminently subordinate position in the contract relationship. Presented with the degree of bias towards employers evident within the framework of the Master and Servants Legislation; in conjunction with the fact that the same employers sat in judgement on Master and Servants prosecutions, many after having provided an input into the amendments dissipates any notion of fairness underlying the formulation and application of the employment contracts.

The Master and Servants legislation in its totality despite providing the servant with the right to prosecute the master, was biased towards the master, providing the latter party with the majority of the power. The contract even from a common law perspective could not be deemed fair, as the master had only under the conditions of the contract to pay the specified wage and amount of rations and '...retain the servant during the whole time that he has contracted to do so'.<sup>105</sup> The employee however, was bound not only to serve the master, but to '...conduct and demean himself in an orderly and proper manner and give his faithful and zealous service...'.<sup>106</sup> If such faithful and zealous service was not provided by the employee, the subjective determination of which was left to the master, the employee was liable to prosecution. In contrast, the servant/employee was provided with no legal basis by which they could judge the employers provision of their side of the employment contract. The existence of the "Merino Magistracy", wherein one squatter passed sentence upon his neighbours labour force, exacerbated this bias and allowed the use and abuse of the law to the advantage and gratification of one side of the labour equation, the master's.

It was into this unknown and unequal situation that the Chinese labourers had contracted themselves and were bound for once the ship departed Amoy. The journey to the colony exhibiting many of the aspects of subordination, intimidation and demeaning features that they would experience in their future life in the colony of New South Wales.

---

<sup>105</sup> E. M. Smith, *Smith's Law of Master and Servant*, 5th ed. London, 1902, p.152, cited by A. Merritt, *op.cit.*, p. 122.

<sup>106</sup> Articles of Agreement between K'aw Hoe and Robert Towns, 19th May, 1852, *RTC*. (ML MSS 307/184).

### C: PASSAGE TO THE COLONY

Once selected and having signed the contract, the Chinese were taken on board the ship which was to be their home for approximately the next three months. Up to the time of the last selection process the Chinese were held in the receiving stations or ships of the Amoy agent.<sup>107</sup> These quarters earned the infamous title "barracoons" from the inhuman treatment meted out in some of them which at times was equivalent to that experienced in the barracoons of the slave trade.

In order to prevent any escapes from amongst the Chinese, the captain made way as soon as possible because the accumulating port charges, which increased the longer a ship was there, increased the cost to the agent of the importation. Considering that most ships spent at least six weeks in Amoy loading the Chinese and supplies, the charges incurred whilst in port would have been considerable. To these charges must be added the wages due to the crew who were paid, at least by Robert Towns, at the rate of £8 per month for the voyage to Hong Kong, Amoy and thence to Sydney.<sup>108</sup> When the high rate of demurrage charged in Amoy<sup>109</sup> is included, it is obvious why all involved would wish for the processes of selection, lading and departure of the ship to be undertaken as quickly as possible, so that the ship could begin its return passage.

It would not be too far-fetched to surmise that the costs of remaining out of a colonial port weighed heavier in the minds of the agent when calculating costs than the possibility of any Chinese jumping ship. As the wages cost was on-going, £8 per month for approximately seven months for each member of the crew,<sup>110</sup> the longer the voyage, the higher the wages bill that had to be paid once the ship returned to Sydney. In contrast, the "price" of the human cargo was a one-off cost of at least \$9 or £1.16s., comprised of the advance of \$6, the \$3 paid to the coolie-brokers by the

---

<sup>107</sup> In the case of James Tait who handled the majority of the colonial trade, the Chinese were held on board his receiving ship the *Emigrant*. A ship was obviously more secure than stores on shore from which any dissenting emigrants could possibly escape.

<sup>108</sup> Sharp vs. Towns, Supreme Court Wednesday 14th March, 1852, *SMH*, 15th March, 1852. As an example of the amount of wages payable even while the ship was in port the 1852 voyage of the *Spartan* may be cited. This ship, which was manned by 19 crew arrived in Amoy on the 24th November, 1851 and departed the 24th January, 1852, incurring a wages bill in port of £304, a substantial amount which does not include the wages paid to the captain nor the doctor's "head money".

<sup>109</sup> Yen Ching-hwang, *Coolies and Mandarins. China's protection of Overseas Chinese during the Late Ch'ing Period*, Singapore, Singapore University Press, 1985, p. 58. Demurrage was a daily charge imposed upon a merchant, in this case Tait, to compensate the shipowner or agent for any delays in the loading or unloading of cargo beyond the time period agreed to in the contract or charter.

<sup>110</sup> In this context the 1851-52 voyage of the *Spartan* would have cost Towns at least £1064 for the wages of the 19 crew for seven months, having departed Sydney in September 1851 and returning 29th April, 1852.



agency in China,<sup>111</sup> the agency's commission for each of the Chinese purchased, plus the cost of supplies for the voyage. For the *Statesman* in 1852, Towns had allocated \$1500 which was to '...be held at the disposal of my Agent in Amoy for the purpose of procuring Coolies,...'<sup>112</sup> which can be calculated at about \$8.50 per embarkee, an amount substantially less than the wages bill for the voyage.

Significantly, the cost of the Chinese was rarely paid entirely in cash with imports of sandalwood or the shipping of '...Rice for the Chinese...' supplementing the amount of Specie that had to be shipped in payment.<sup>113</sup> Also the use of Bills drawn against the larger China Agency Houses, such as Baring's, Russell & Company or Jardine Matheson was common. Towns actually became overdrawn with Russell & Co. and the Bills that he had issued to Tait and Company in late 1851 for Chinese labourers were dishonoured.<sup>114</sup> That Towns would find himself in such a potentially embarrassing financial situation is not surprising as he had "purchased" nearly 900 Chinese labourers from Tait between August and November 1851.

#### **C(i): CARE IN CARRIAGE?**

As with the selection of the Chinese and provisioning of the ships for the passage, the agents were equally particular in the manner in which the Chinese were to be organised and treated during the voyage to the colony. The first task was for the Chinese to be divided into three watches, with the agents strictly specifying that the captain and doctor must '...never allow more than  $\frac{2}{3}$  below at any time...'<sup>115</sup> '...in order to afford more room and ventilation for the remainder below, and to give them as much of the open air as possible on deck.'<sup>116</sup> These watches were to be mustered on board as often as possible, at least once a day, in order to provide not only fresh air, exercise, and a chance for the Chinese to wash themselves but also to allow those in charge to ensure that no complaints or complicity had arisen or developed within the various groups. If the ship's passage to Sydney was to the South, via Cape Leeuwin where the ship was likely to encounter '...much cold wet weather...', the captain was prescribed to do all possible to '...keep them dry, but make them take exercise in some way...'<sup>117</sup> to prevent disease and discord arising amongst the passengers.

---

111 The \$3 amount has been derived from the Evidence of Robert Jackson, 14th December, 1852, Inclosure 8 in No. 14, Dr Bowring to the Earl of Malmesbury, 24th December, 1852, *BPP*, 1852-53, Vol. LXVIII, p. 53.

112 Towns to Russell and Co., 25th April, 1851, *RTC*, (ML MSS 307/116).

113 Towns to Tait, 27th September, 1851, *RTC*, (ML MSS 307/116).

114 Tait to Towns, February, 1852, *RTC*, (ML MSS 307/117).

115 Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116).

116 "Chinese Immigration" by Paul Pex, No. II, *op.cit.*

117 Towns to Cooper, 24th April, 1851, *RTC*, (ML MSS 307/116).

The passage via Cape Leeuwin was taken during the period October to March in order to avoid Australia's north-east coast during the cyclone season.<sup>118</sup> As the majority of ships carrying Chinese labourers to the colony undertook the passage from Amoy during this season the western passage would have been the one followed in most instances.<sup>119</sup> Available evidence indicates that the captains were not issued with any specific instructions regarding the route to be followed on the return passage from Amoy. Towns obviously left the decision to Captain Cooper as within the directions he handed to Cooper, Towns wrote that Cooper was to proceed direct to Sydney, however, '...should you make the eastern passage and make Moreton Bay first...' he was to call in for instructions.<sup>120</sup>

The watches were further divided into messes of about 12 men from which one person was chosen as leader and was responsible for the behaviour of the others in that mess and the collecting of the days provisions, which were prepared by another in the mess who had been chosen as cook. The officer or constable so appointed was to regulate the meals to ensure that the '...the victuals are properly cooked (with) no waste allowed...' and report to the captain or doctor the '...misconduct or insubordination of others.'<sup>121</sup>

Another area in which the agents concurred that the captain and doctor must exercise due care and caution was to '...prevent their using small lamps, which they will do unless prevented'<sup>122</sup> and to also prevent smoking amongst the Chinese below decks, as 'Lights of all dangers at Sea are most to be dreaded...'.<sup>123</sup> The insistence upon this point is understandable as a fire started below deck on the wooden sailing ships of the time spelt certain death for all.

Surviving evidence pertaining to the actual carriage of the Chinese to the colony calls into question the degree to which the captain and doctor followed the agents' instructions and that to which the agent provided for the Chinese on a humane level.

---

118 John Bach, *A Maritime History of Australia*, Melbourne, Thomas Nelson, 1976, p. 63.

119 Unless a ship called into a port before landing in Sydney it is impossible to state in most instances which route, either the eastern or western, was taken back to the colony. The 1852-53 passage of the *Eleanor Lancaster* is known to have taken the western passage as it stopped at Portland on 28th January, 1853, yet did not enter. Marten A. Syme, *Shipping Arrivals and Departures- Victorian Ports, 1846-1855*, Vol. 2, Melbourne, Roebuck Books, 1987.

120 Towns to Cooper, 24th April, 1851, *RTC*, (ML MSS 307/116).

121 Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116).

122 "Chinese Immigration" by Paul Pix, No. II *op.cit.*

123 Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116). From a purely commercial perspective the loss of a ship and its cargo through fire may have meant the financial ruin of the agent who had commissioned the ship, the agent's insistence upon the dangers of fire is therefore understandable, especially if a ship was uninsured. A cynical observer could view the agents' motivation for offering this directive as simply financial and devoid of any thoughts or regard for the safety of the Chinese, or the ship's crew.

Although the agents clearly specified that the Chinese must be managed with both "kindness and firmness" which would allow their easier management, there is enough evidence to show that these directions went unheeded especially amongst the crew. The incident on the *Ganges* where one of the Chinese had been thrown overboard and another suffered fatal head injuries<sup>124</sup> would not have been isolated incidents in a trade where one captain '...in command of one of those vessels, who had the bad taste, among other feats of gallantry, the day after the ship left Amoy, to seize two of the Chinese by their tails, thus lead them along the main deck, and lash them to the mizzen rigging by their tails...'.<sup>125</sup> The admittance on the part of Paul Pax that this act was actually perpetrated and his further acknowledgment that British sailors thought themselves able '...to knock down "a wall of Chinamen"...', leads to the conclusion that the Chinese would have been very lucky to have travelled all the way from Amoy to the colony experiencing only kindness and firmness from the captain and crew.

Kindness and good management were also in short supply when it came to accommodating the Chinese on board ship. Even though Towns by his own admission had his ships the *Royal Saxon*, *Statesman*, and the *Louisa* refitted specifically for the trade in Chinese labourers, any refitting undertaken must have been minimal as:

*The accommodation in all the Coolie ships consisted of nothing but the open 'tween decks, with a small batten nailed along the deck on either side, for the natives to put their feet against, to keep them from slipping to leeward when the ship was lying over. No berths, and no fittings of any kind whatever; simply the open deck, on which they spread their mats and lay down.*<sup>126</sup>

The Chinese supplied their own mats and bamboo pillows which they spread out in the "berths" which accommodated five or six men, the only bedding allowed as blankets were banned. The deck was partitioned off into these berths to ensure that the groupings which were arranged according to contract number, did not become disarranged during the voyage.<sup>127</sup> As for Paul Pax's statement that no manacles were used to control the Chinese on board the evidence of Dr Swain of the *Eleanor Lancaster* appears to testify otherwise. In recording in his journal that the ship had been buffeted by a westerly gale for 84 hours, Swain stated that many of the Chinese

---

124 Central Criminal Court, *SMH*, 11th June, 1852.

125 "Chinese Immigration" by Paul Pax, No. IV, *SMH*, 20th March, 1852.

126 Evidence of Hutchinson Hotherall Browne, 27th November, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 17.

127 Inclosure 3 in No. 8, Dr Bowring to the Earl of Malmesbury, 25th September, 1852, *BPP*, 1852-53, Vol. LXVIII, p. 13.

had sustained "broken shins" as a result.<sup>128</sup> These injuries may have been sustained by manacles binding the Chinese to the battens which separated the berths, or by casks rolling around the deck.

This accommodation was atrocious considering the variable weather that was likely to be encountered during the passage from Amoy: typhoons; extremely high day-time temperatures; cool and wet evenings; and the comparatively freezing conditions encountered if the ship travelled around Cape Leeuwin. The crowded, uncomfortable and care-and-kindness free accommodation of the Chinese increased the risk of disease, hence the stident warnings to reject any applicants showing signs of disease. The doctors appointed to the trade appear to have received no specific instructions regarding the treatment of any ill passengers apart from isolation, which is understandable as few if any hospital berths were provided and where provided numbered less than the number required under the British Passengers Act.<sup>129</sup> For the 1851-52 passage of the *Statesman* Captain Cooper was directed that in case of disease to '...form an Hospital about the after Headway, keeping the patient from the rest...'<sup>130</sup> quarantine rather than medical help as a cure or comfort being the agent's prescription. The inadequacy of the supply of medicines and medical comforts carried on the ships which was discussed earlier made the isolation of any patients virtually the only option available to the doctor and captain.

Similarly, the number of passengers carried on many of the ships was above the level set under the Passenger Act, a situation that arose partially by the agents deferring the decision of the actual number of Chinese embarked at Amoy onto their captains. Towns informed Captain Cooper of the *Statesman* (1851-52) that '...with regard to the number of Coolies, you must be guided by the room you appear to have and in proportion to what other ships carry, in accordance to the space allotted them.'<sup>131</sup> The space allocated to each passenger under the British Passenger Act was 15 feet, with passengers on American ships being afforded 14 feet, however, the *Royal Saxon* provided its Chinese passengers with only 9½ feet each.<sup>132</sup> Under the 1855 Chinese Passenger Act the minimum amount allocated for each passenger was 12 feet,<sup>133</sup> a figure tangibly above that allocated to the Chinese on the *Royal Saxon*. The *Spartan* another of Towns' consignments also carried above the maximum 153

---

128 *Journal Of Dr W. D. P. Swain*, 24th January, 1852, p. 115, (ML B1654-1 CY 1388).

129 Inclosure 16 in No. 14, Dr Bowring to the Earl of Malmesbury, 27th December, 1852, *BPP*, 1852-53, Vol. LXVIII, p. 82.

130 Towns to Cooper, 24th April, 1851, *RTC*, (ML MSS 307/116).

131 Towns to Cooper, 24th April, 1851, *RTC*, (ML MSS 307/116).

132 Inclosure 2 in No. 19, Dr Bowring to the Earl of Malmesbury, January 18, 1853, *BPP*, 1852-53, Vol. LXVIII, p. 97.

133 Endacott, *op.cit.*, p. 138.

passengers stipulated under the Act for a ship of that size,<sup>134</sup> loading 251 in Amoy in 1852, and 264 in 1853.

If the English rule of two tons per passenger, and the common rate for the trade of 1½ tons per Chinese passenger<sup>135</sup> are applied to the carriage of Chinese labourers to the colony, the following numbers of "legal", "common" and actual passengers carried on each ship involved in the colonial trade can be calculated and compared.

**TABLE 7b**  
**TONNAGE: AND PASSENGER RATIOS**

SHIP	LEGAL-1:2	COMMON-1:1½	ACTUAL
NIMROD (234 tons)	117	156	120
LONDON (388 tons)	194	258	150
CADET (376 tons)	188	250	146 (150)
GAZELLE (242 tons)	121	161	133 (134)
DUKE OF ROXBURGH (498 tons) 1850-51	249	332	258 (272)
DUKE OF ROXBURGH (498 tons) 1851	249	332	236 (240)
ARABIA (387 tons)	194	258	188 (196)
GANGES (300 tons)	150	200	226 (224)
GENERAL PALMER (534 tons)	267	356	334 (335)
STATESMAN (345 tons)	173	230	180
ELEANOR LANCASTER (480 tons) 1851-52	240	320	250 (340)
AMAZON (374 tons)	187	249	303
SPARTAN (364 tons) 1852	182	242	251 (250)
ELEANOR LANCASTER (480 tons) 1852-53	240	320	255 (260)
ROYAL SAXON (510 tons)	255	340	330 (327)
SPARTAN (364 tons) 1852-53	182	242	264 (354)

SOURCE: The figures in brackets are taken from those cited by C. W. Bradley for the numbers loaded in Amoy by Tait and Co. C. W. Bradley to H. Marshall, 25th March, 1853, in J. Davids, (ed.) *American Diplomatic and Public Papers: the United States and China*, Vol. 17, Delaware. Scholarly Resources, (n.d.), pp. 182-3. All other figures have been derived from Table 2 in Appendix 5.

What is immediately obvious from viewing this table is that in the majority of cases the number of Chinese labourers carried to the colony was above that declared legal under the two tons for every passenger rule, the exceptions being the *London* and the *Cadet*. The *Ganges*, *Amazon*, *Eleanor Lancaster* (1851-52) according to

<sup>134</sup> Inclosure 16 in No. 14, Dr Bowring to the Earl of Malmesbury, 27th December, 1852, *BPP*, 1852-53, Vol. LXVIII, p.97. Refer also to Table 2 for actual sailing dates, tonnage, etc. of these ships.

<sup>135</sup> This rate is cited as predominating in the Chinese labour trade by Lubbock, *op.cit.*, p. 26 and Inclosure 3 in No. 8, Dr Bowring to the Earl of Malmesbury, 25th September, 1852, *BPP*, 1852-53, Vol. LXVIII, p. 13.

Bradley's figures, and *Spartan* (both voyages) even carried above the one passenger per 1½ tons common within the trade in Chinese labourers. Even though the *Duke of Roxburgh* and the *Nimrod* carried passengers above the "legal" limit, the numbers involved were small (nine and three respectively) therefore, it can be argued that the sponsored importations of Chinese labourers to the colony were more concerned with delivering the Chinese to their contracted employers in a healthy state than making a profit. Once the rush to satisfy the perceived demand for Chinese labourers began in 1851 it became *de rigueur* for ships to carry beyond the legal limit, with the rates of mortality and morbidity exhibiting parallel tendencies.<sup>136</sup>

With regard to the number of Chinese to be embarked Robert Towns had told his captains to '...use your own discretion...' <sup>137</sup> and be guided by what other ships carry, there being no legal restrictions on the number that could be carried, however his instructions '...have always been not to take more on board the ships than they could accommodate with comfort.' <sup>138</sup> The instructions provided by Paul Pax suggest that three passengers per ton of shipping was a suitable ratio for the trade above the "legal" and the "common" levels, a ratio suffice to say which was not employed when embarking Chinese labourers for the colony. <sup>139</sup>

The overlading of the ship must have been tempting to the captain because, if offered a bonus on top of the usual rate of pay, the greater the number embarked in Amoy could, if disease did not ravage their numbers too severely, ensure that the required number of Chinese labourers were disembarked in the colony. Therefore, the greater was the chance that the captain, and the doctor would receive the promised bonus. However, an agent would not have been too willing to pay any bonus if the outlay paid by the agent for the Chinese in Amoy could not be recouped in full due to the death of many of those already "paid for" on the passage from Amoy. Even though Towns wished Dr Cook a "pleasant and profitable voyage", <sup>140</sup> he reminded Cooper of his duties and that profits from the venture depended upon the marketability of the Chinese. Cooper was therefore, held '...answerable for the good health state and condition of all...' <sup>141</sup>

---

<sup>136</sup> This becomes more apparent if reference is made to Table 6a which shows a significant increase in the passenger to tonnage ratio over the period of the trade.

<sup>137</sup> Towns to Cooper, 24th April, 1851, *RTC*, (ML MSS 307/116).

<sup>138</sup> Evidence of Robert Towns, 29th August, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 12.

<sup>139</sup> "Chinese Immigration" by Paul Pax, No. V., *SMH*, 3rd April, 1852.

<sup>140</sup> Towns to Dr Cook, 24th April, 1851, *RTC*, (ML MSS 307/116).

<sup>141</sup> Towns to Cooper, 24th April, 1851, *RTC*, (ML MSS 307/116).

## D: DEATH, DISEASE AND DISSENSION

Apart from a higher rate of importation the trade in 1852 was also notable for a much higher mortality rate amongst the Chinese passengers than the earlier shipments, with this being more pronounced aboard those ships not commissioned by Towns. Between the start of the trade in 1847 and the entry of Towns in late 1851, only 46 deaths occurred amongst the Chinese, in 1852 however, 116 deaths occurred with 70 of these being aboard the *General Palmer*. The higher mortality rate of 1852 may possibly be attributed to the avarice of the agents and captains in attempting to increase their profits by decreasing the level of care taken during the provisioning of the ships and the actual voyage.

Alternatively the cause may also have lain at the increased rate of demand for the labourers in Amoy at the time that the ships were loading. As stated earlier, at the time of the *Duke of Roxburgh* departing Amoy in August five other ships were loading for Sydney, with another three, the *Amazon*, *Arabia*, and the *Ganges* being listed as loading between September and December 1851.<sup>142</sup> To accommodate this demand those involved in fulfilling the ship's requests for labourers may have adopted procurement practices that resulted in a comparatively unhealthier and/or less tractable group of labourers being indentured, the ultimate result being dissension and disease on board the ship. The incidence of kidnapping and the use of other fraudulent methods of recruitment on the part of the coolie-brokers in order to secure the number of labourers for which they had contracted increased at this time as a response to increased demand with the entry of the West Indian planters into the trade. The degree to which the coolie-brokers utilised such methods to fulfil the contracts for New South Wales is not, and cannot be known with any accuracy. However, it can be argued that the rate of suicide amongst the Chinese labourers within the colony, particularly those located in the squatting districts must be at least partially attributable to the manner in which they had been procured.

### D(i): THE *GANGES*

Any disaffection expressed by the Chinese may have also been caused or exacerbated by the voyage from Amoy to the colony, if the voyage was a long and/or difficult one as demonstrated aboard the *Ganges*. This ship arrived in the colony on 26th January, 1852 reporting the deaths of 13 Chinese passengers primarily due to dysentery, with the subsequent death of an unnamed Chinese, being attributed as

---

<sup>142</sup> *SMH*, 2nd January, 1852.

"Died by the visitation of God."<sup>143</sup> The death of another of the Chinese, who was variously described as '...one T Khio, and a certain male adult, whose name was to the Attorney-General unknown ...'<sup>144</sup> died from an injury to the head, leading to the arrest of William Gilly Martin chief mate and Robert Newman second mate of the *Ganges* on charges of manslaughter. The ships' doctor gave evidence that the injuries that he observed on the man's head were not consistent with being produced by a mallet, the most likely explanation being that the injury was sustained '...by a fall from the poop among the buckets as described...'.<sup>145</sup> Martin and Newman were subsequently found guilty of common assault and sentenced to one week and three month's imprisonment respectively, in a trial that appears to have lacked some of the aspects of justice of which the law is supposedly composed.

Interestingly, none of the Chinese from the *Ganges* were called to give evidence to the Court, even in light of some of the evidence detailing the common brutalisation of the Chinese by the crew. In fact no questions regarding the level of brutality evidenced on board the *Ganges* were raised even though one sailor, Quigley, had, previous to the assault, been put in irons for throwing one of the Chinese overboard. Also, it was stated in the evidence that Martin would '...beat them occasionally pretty severely'.<sup>146</sup> The inhuman treatment meted out by Martin was justified by his defence counsel J. B. Darvall who contended that :

*It was absolutely necessary that all disorders on ship-board should be suppressed promptly and energetically, and the punishment which was inflicted upon the Chinese did not exceed what was required for this purpose...*<sup>147</sup>

The level of violence and brutality on board the *Ganges*, directed by the Europeans towards the Chinese, and amongst the members of the crew, including the incarceration in the water closet for 83 days and subsequent prosecution for theft of John Quigley, who was the chief witness against Martin and Newman;<sup>148</sup> must have initiated in many of the Chinese aboard a sense of fear, intimidation or even hostility towards their future employers and co-workers. The eventual effect of these impressions once transferred to the social and usually racial isolation of the squattages

---

<sup>143</sup> Water Police Court report of February 18, 1852. *Empire*, 4th March, 1852. Health Officers Report of 27th January, 1852, states that nine died of dysentery, one of disease of the hip joint, one of fever and '...one Coolie of Injury of the Head...'. CSRVA, (AO Reel 1279). Vide Table 2 for more detailed information regarding the voyage of the *Ganges*.

<sup>144</sup> Central Criminal Court, *SMH*, 12th June, 1852.

<sup>145</sup> Evidence of Dr. David Little, Water Police Report, *Empire*, 4th March, 1852.

<sup>146</sup> Evidence of John Smith, Central Criminal Court, *SMH*, 12th June, 1852

<sup>147</sup> Central Criminal Court, *SMH*, 12th June, 1852

<sup>148</sup> Water Police Court report, *Empire*, 21st February, 1852.



at times led to forms of depression to which can be attributed various manifestations of worker dissatisfaction amongst the Chinese, including suicide.

This disaffection became apparent early amongst some of the Chinese from the *Ganges* as three absconded from Robert Towns stores at Millers Point, with Towns threatening to prosecute any person found harbouring the Chinese.<sup>149</sup> Their continued residence at the stores can be explained by the fact that Towns had personally employed the Chinese mentioned to work on his wharf; Chinese labourers undertaking '...nearly all the work done on my wharf...'.<sup>150</sup> As the correspondence of Towns does not provide any indication that the "human cargo" of the *Ganges* had been difficult to "sell" it is unlikely that the absconders had been the remainder of the *Ganges* complement of immigrants.

#### **D(ii): THE GENERAL PALMER**

The voyage of the *General Palmer* evinced the greatest degree of mortality amongst the Chinese during the whole period in which the trade in labourers to the colony was undertaken. The high rate of mortality on this ship where 70 of the 334 embarked in Amoy died, was reputedly due to the loading of water in Lombok during November a "bad season" in which to replenish water and meat supplies.<sup>151</sup> The need to take care in the selection of sites for the collection of water and other supplies was one area stressed within Robert Towns's instructions to his captains and ship's doctors within his "Recommendations for the Government of a Coolie Emigrant Ship".<sup>152</sup> The *General Palmer* probably had to break the voyage in order to take on food and water supplies due to the longer period of time taken for the voyage, and the large number of Chinese aboard (334), which was the greatest number attempted to be carried aboard one ship to the colony during the period of under review.<sup>153</sup> As shown in Table 7b the number of Chinese carried on this ship was significantly above the number dictated by the one passenger to two ton rule of the Passenger Act, and only

---

<sup>149</sup> SMH, 22nd April, 1852.

<sup>150</sup> Evidence of Robert Towns, 29th August, 1854, Select Committee on Asiatic Labour, NSWLC V&P, 1854, Vol. II, p. 12. The Towns Papers within the Mitchell Library contain a "Memorandum of Agreement", that is the contract held by the employer between Towns and Tiew who arrived aboard the *Ganges*, providing further support for the argument that Towns had employed a number of the Chinese that arrived on that ship on his wharves. This memorandum is contained within Appendix 7.

<sup>151</sup> Evidence of Dr. Stolworthy, Surgeon Superintendent aboard the *General Palmer*, *Empire*, 5th March, 1852.

<sup>152</sup> Refer in particular to the instructions given to Captain Cooper and Dr. Cook, for the management of the *Statesman*, R. Towns to Captain Cooper and R. Towns to Dr. Cook, 24th April, 1851, *RTC*, (ML MSS 307/116). As a point of comparison see R. Towns to Dr. Bastion, 8th July, 1852, *RTC*, (ML MSS 307/117), and R. Towns to Dr. Swain, 19th September, 1851, *RTC*, (ML MSS 307/116).

<sup>153</sup> The extended length of the voyage of the *General Palmer* is clearly evident when it is realised that the *Arabia* departed from Amoy only 14 days earlier, yet arrived in Sydney 57 days before the *General Palmer*, with the voyage of the *Ganges* preceding that of the *General Palmer* by 1 and 21 days. Refer to Table 2 for actual dates of sailing for each vessel.

just below the number dictated by the common rule within the Chinese labour trade of one passenger per 1½ tons.

The admixture of overcrowding, long voyage and "bad water" account for the high mortality rate, all of which may also attest to a situation where the pursuit of profits overwhelmed any considerations of dietary requirements, comfort or humane treatment of the Chinese bound for the colony of New South Wales. The extent of the cargo of the *General Palmer* landed in Sydney provides some support to the above supposition as the ship was carrying a much greater amount of sugar than usual with the emigrant ships from China.<sup>154</sup> Admittedly, the *General Palmer* was a larger ship in terms of tonnage than all the other ships employed in the trade, yet the *Royal Saxon* at 510 tons and the *Duke of Roxburgh* at 498 tons were close in carrying capacity yet have not been found to have carried anywhere near the amount of cargo carried on the *General Palmer*.

Questions must also be raised as to the sea-worthiness of the *General Palmer* and its ability to safely carry passengers. This ship had previously carried immigrants from England under the command of Thomas Seon, yet was removed from this trade in 1849 when this carriage trade slumped. However, a report from Wellington on a murder committed on this ship noted that the *General Palmer* '...had been lying for some months past in Port Nicholson, condemned as unseaworthy'.<sup>155</sup> Although this ship was subsequently made seaworthy, and Captain Simpson undertook the search for Leichhardt through the Torres Strait in 1851,<sup>156</sup> doubts must be raised as to whether the problems that had caused the *General Palmer* to be deemed unseaworthy in the first place had been corrected sufficiently to enable the carriage of passengers. As the ships involved in the trade were not subjected to any form of inspection before embarking the Chinese labourers, it is not impossible that the ships consigned to the trade were unfit for the carriage of passengers. That the *Statesman* had to return to Hong Kong after encountering a typhoon on its passage to Amoy and was "reported leaky"<sup>157</sup> provides some evidence as to the seaworthiness of this vessel, evidence that could be extrapolated to many of the other ships involved in the trade. If it was the usual case that ships incapable of passing the examination for the carriage of British passengers were pressed into the Chinese labour trade it is surprising that higher rates

---

154 For example the *Statesman* in 1852 carried only 4000 bags of sugar with the 230 indented Chinese labourers that completed the cargo, with the *General Palmer* carrying 8136 bags of sugar, in addition to 1200 boxes of tea (400 of which were Simpson's), 98 cases of wine, 8 cases of preserves and 103 bamboo chairs and 60 bamboo couches which were listed as the property of Thomas Beckford Simpson, the captain.

155 "Wellington Shipping", *SMH*, 25th April, 1850.

156 *SMH*, 13th March, 1852.

157 "Shipping Intelligence", *Empire*, 22nd December, 1851.

of mortality were not experienced. The use of ill-equipped or maintained ships would have made the care of the Chinese during the passage to the colony more difficult for the captain and the doctor, and tends to make a mockery of the shipping agents instructions as to the level of care to be shown during the trip.

Before leaving the voyage of the *General Palmer* for the moment, it should be stated that no report from the Health Officer is contained within the records of the Colonial Secretary. Such a report would have provided a full and presumably impartial exposition of the comparatively high rate of mortality that was afflicted on the Chinese aboard the *General Palmer*, and gone further than Dr. Stolworthy's explanation that the rate of death and disease in the form of dysentery was due to the fact that the '...Chinese appeared to have no stamina whatever...'.<sup>158</sup> A Board of Health Inquiry was however instituted in February 1852, into the voyage of the *General Palmer*, the report of which has regrettably not been found. A member of the Board was to later state with regard to the *General Palmer* that the inquiry had found that '...if there had been a proper supply of medical comforts there would have been nothing to complain of as to the amount of rations...' and that the doctor and captain had done all in their power to save the Chinese.<sup>159</sup>

#### D(iii): DYSENTERY, DROPSY AND DEBILITY

Other ships involved in the trade that experienced notable levels of mortality amongst the Chinese were the *Duke of Roxburgh* in 1850-51 with 16 deaths; the *Eleanor Lancaster* and the *Spartan's* 1852-53 voyages with 10 deaths each; the *Amazon* with 13 deaths; and the 1853 voyage of the *Spartan* with 33 deaths. In the

---

<sup>158</sup> Inquest into the death of Pan Keene, *Empire*, 5th March, 1852.

<sup>159</sup> Evidence of H. H. Browne, 27th November, 1854. Select Committee on Asiatic Labour, NSWLC V&P, 1854. Vol. II, p. 17. Although the inquiry had found that Dr Stolworthy had done all in his power to save the Chinese from sickness and death, questions must be raised as to Stolworthy's competency and specifically to his mental condition. Stolworthy, after the passage of the *General Palmer* was welcomed back to his home town of Singleton with a public dinner, the "30 gentlemen" that attended offered '...him this feeble testimony of their good will.' ("Public Dinner to Dr. Stolworthy", *MM*, 17th April, 1852.) During the toasts at this dinner it was stated that Stolworthy had left the area for China "through ill-health", and had '...endured a long and perilous voyage for the recovery of his health...'. The decline in his health it would emerge was apparently self-inflicted. In 1857 Stolworthy was to commit suicide by drinking laudanum, which the Inquest found was not the first time that he had attempted to take his own life, citing an old scar on his neck which extended over the jugular vein. Significantly for the passage of the *General Palmer* evidence at the inquest stated that '...about five years ago deceased had attempted self-destruction by taking an overdose of laudanum' a period which goes back to 1851-52, the time at which Stolworthy had taken his voyage to China, on the *General Palmer*, for the "sake of his health". ("Melancholy Suicide of Doctor Stolworthy", *MM*, 5th February, 1857.) It is astounding that a man who apparently was of an unstable frame of mind, as evidenced by his two previous suicide attempts, could be given the position of superintending the health and well-being of a group of Chinese emigrants during the voyage to Sydney. The close nature of colonial society would not have allowed Stolworthy's actions of self-destruction to have gone unnoticed. His engagement as Surgeon-Superintendent of the *General Palmer* must therefore be regarded as a clear example of mis-management and misconduct of the trade in Chinese labourers by the agent Henry Moore.

majority of cases aboard these ships death was due to the effect of dysentery,<sup>160</sup> with many more suffering from the ravages of the disease than actually died. As stated above, the provision of "clean" food and water during the voyage from Amoy was imperative if disease and death were to be avoided, and it was the duty of the captain and the doctor to ensure, on behalf of the consignee, that every effort was taken to prevent outbreaks of dysentery.

The *Duke of Roxburgh* in 1851 lost 16 Chinese during the voyage from Amoy, with four more dying during the passage to Moreton Bay from Sydney with reports that more were '...suffering apparently from debility...'<sup>161</sup> In late 1851 during the *Duke of Roxburgh's* second voyage, nine of the Chinese embarked at Amoy '...died on the passage of debility, diarrhoea, and opium smoking, and the surgeon, of delirium tremors.'<sup>162</sup> The *Arabia*, although only reporting nine deaths amongst the Chinese during the voyage, actually had 40 of the Chinese passengers, a quarter of those landed in Sydney, affected by dysentery upon entering port, with the cause being 'Attributed to unwholesome diet "fish".'<sup>163</sup> The *Ganges* also experienced very high mortality and morbidity rates with '...13 dead about as many sick and invalided...several of these later died...'<sup>164</sup> in addition to the murder of Pan Keene. The Chinese aboard the *Spartan* in 1852 also suffered from dysentery of which cause five died, with another five succumbing to the effects of '...digestible poison at Raga Bassa taken by accident...'.<sup>165</sup>

The first voyage of the *Eleanor Lancaster* arrived in Newcastle in March 1852, having lost 10 Chinese and with another 13 "sick and invalided"<sup>166</sup> due to dysentery, prompting Towns, as agent for the consignment to warn Captain Lodge to:

*...land then at once and get them into hospital or form an Hospital of your own, should any Die on board it will create the Devil's Own noise, amongst a set of mealy mouthed, whining (?), and the breeches pocket community, notwithstanding we are the Benefactors of the community and will prove the source of the legitimate producers.*<sup>167</sup>

---

<sup>160</sup> A complete listing according to ship, of the causes of death amongst the Chinese can be found within the notes of Table 2.

<sup>161</sup> *MBC*, 8th March, 1851.

<sup>162</sup> *MBC*, 15th November, 1851.

<sup>163</sup> Two deaths from dysentery were also recorded among the crew of the *Arabia*. Health Officers Report, *CSRVA*. (AO Reel 1278).

<sup>164</sup> Towns to Tait, 19th March, 1852 *RTC*, (ML MSS 307/117).

<sup>165</sup> Health Officers report, *CSRVA*, 1852. (AO Reel 1279).

<sup>166</sup> Towns to Tait, 19th March, 1852 *RTC*, (ML MSS 307/117).

<sup>167</sup> Towns to Lodge, 11th March, 1852, *RTC*, (ML MSS 307/117)

Lodge accepted Towns's suggestion about forming a hospital and leased '...a row of buildings on the north shore...' for the purpose of housing the ill emigrants, four of whom died notwithstanding the efforts of Lodge and the surgeon Dr Swain.<sup>168</sup> The fear on the part of Towns that any sickness on board the ship would become public knowledge, was a response to the extremely negative publicity towards the trade in Chinese labourers that had surfaced after the arrival of two ships in particular, the *Ganges* and the *General Palmer*.

The fear was also grounded in the worry that the Australian Agricultural Company, which had contracted for a sizeable portion of the "human cargo" carried aboard the *Eleanor Lancaster* would be amongst those that would create the "Devil's own noise" over any sickness on board ship. That Towns was referring to the Australian Agricultural Company, or at least its directors, in naming the "breeches pocket community" as a probable noise maker may be inferred from similar statements by Towns of the "breeches pocket bloodhounds" a term he used in conjunction with complaints about the coal monopoly, which was held by the Australian Agricultural Company. As the Company had contracted for nearly a third of the Chinese imported on the *Eleanor Lancaster*<sup>169</sup> any publicity regarding illness on board the ship may have, at least in the mind of Towns, caused the Company to either fail to receive the Chinese, or decide against using Towns for any further importations. Either way the profits that Towns was likely to receive in consequence of the *Eleanor Lancaster*'s voyage, or from future importations for the Australian Agricultural Company would have been jeopardised. As it eventuated, only one of the Chinese labourers that were engaged to the Company proved '...not fit for service...', a situation which Towns remedied by directing Lodge to swap the man for one clear of any sign of illness.<sup>170</sup>

The debility caused by dysentery must have impacted not only on the attractiveness of the Chinese to potential employers, and the profit that could be realised by the agent involved, but also on the ability of the Chinese labourers to respond in a positive sense to their new surroundings, and to physically cope with the demands of their employer. A number of newspaper reports and letters to Towns attest to the ill-health of some of the Chinese upon their arrival at their places of employment. If the orders of Towns to his doctors, (and it can be presumed the other importers), to perform '...the most minute examination is necessary to detect many of the cutaneous (?) diseases to which the Chinese are subject...' and ensure that the

---

<sup>168</sup> *Journal of Dr Swain*, 13th April, 1852, p. 122, (ML B1654-1 CY 1388).

<sup>169</sup> The Australian Agricultural Company had contracted for 79 of the 240 Chinese that arrived aboard the *Eleanor Lancaster*. This number is in addition to the 7 that the Company contracted from those aboard the *Arabia*.

<sup>170</sup> Towns to F. Ebsworth, 27th March, 1852, *RTC*, (ML MSS 307/117).

supplies furnished at Amoy are '...of good and wholesome quality...' <sup>171</sup> had been heeded by the captains and ships doctors it is difficult to imagine disease being able to arise during the voyage.

Most of the ships arriving in 1852 experienced dysentery and death amongst the "human cargo" which may indicate that either the selection procedure was not as strict as required, or the health and nutritional needs of the Chinese during the voyage did not receive the level of attention required. That cases like that of Tan What who was '...from the time of leaving Sydney very unwell from ulcers in both his groins...' <sup>172</sup> and numerous others suffering from dropsy were not uncommon, implies that the selection process undertaken by the surgeon was not as stringent nor meticulous as expected by the agent. The appearance of dropsy, which is the retention of fluid due to poor diet or poor circulation also provides evidence of a breakdown in the selection process and/or lack of adequate provisions during the passage from Amoy. An argument which is substantiated in the view of Dr Alleyne, the Health Officer in Sydney at the time of the trade that the sickness amongst the indentured Chinese:

*...was not infectious, but it appeared to me to have been brought on from depression, either from want of food or from ill-treatment, probably, before they were put on board, because good feeding after they came here did not rally them. I have seen them die in large numbers from dropsy..... a General depression of the system.* <sup>173</sup>

A deterioration during late 1851 within the selection process which impacted on the health of those arriving in 1852, may have arisen due to the increased demand for Chinese labourers within Amoy at the time. The rate, and type of death and disease <sup>174</sup> aboard the American ship *Amazon*, signifies the presence amongst the Chinese of pre-existing physical and mental conditions, which in turn indicates a breakdown in the selection process. This breakdown, which allowed the lading on ship of Chinese who were not in optimum physical and mental condition to undertake a long sea voyage, in turn was caused by the fact that the ship in question was the last to leave Amoy in 1851 out of the group that had earlier congregated at the port to load Chinese for the colony.

---

<sup>171</sup> Towns to Dr. Cook, 24th April, 1851, *RTC*, (ML MSS 307/116).

<sup>172</sup> Chauvel to Towns, 18th December, 1852, *RTC*, (ML MSS 307/196).

<sup>173</sup> Evidence of Dr H. G. Alleyne, 5th August, 1858, Select Committee on the Chinese Immigration Bill, *JLC*, 1858, Vol. III, p. 11.

<sup>174</sup> Upon reaching Sydney, six were reported as ill on board, with 13 having died during the voyage, '...3 of suicide, 7 of diarrhoea, 1 of sloughing of the penis, 1 of fever and 1 of (?) the bowels.' Health Officers Report, *CSRVA*, 1852, (AO Reel 1279).

#### D(iv): A FINE RACE OF MEN!

In contrast to the ships cited above as exhibiting high rates of mortality and morbidity were the voyages of the *Statesman* in 1852, the *Eleanor Lancaster* and *Royal Saxon* both of which arrived in 1853. All of these ships recorded neither deaths nor sickness during the voyage from Amoy, with Towns proudly stating that the Chinese who arrived on the *Statesman* were '...a fine race of men..., now as fat as seals...' for whom he '...could have any price I wished to ask for them...'.<sup>175</sup> The arrival of the *Statesman* with such a positive outcome for Towns reflects well on the Captain who had obviously followed Towns' directions regarding the selection and treatment of the Chinese during the voyage and the supplying of the ship with provisions. This good outcome is most remarkable as after being in Amoy for only nine days when five of the crew succumbed to the effects of dysentery, including the surgeon Dr Cook.<sup>176</sup> Captain Cooper had therefore selected and managed the Chinese short-handed, and obviously amongst the effects of disease yet was able to carry and land all of the labourers alive and healthy.

The Chinese aboard the *Eleanor Lancaster*, which arrived in Newcastle in February 1853 to the obvious surprise of Towns,<sup>177</sup> were described by one who was personally "averse to the introduction of Chinese labourers", as '...decidedly the best sample of Celestials ever yet brought to the colony; remarkably clean, muscular, healthy individuals.'<sup>178</sup> Dissension within Amoy towards the activities of the Coolie-brokers, and the 'Coolies from Amoy not turning out as well as anticipated...'<sup>179</sup> induced Captain McLeod to take the *Eleanor Lancaster* down the coast to Namao to acquire and load Chinese labourers for the colony,<sup>180</sup> this report continuing on to state that there had:

...been neither death nor sickness during the voyage. The healthy state of the passengers and cleanliness of the ship reflect great credit on the captain and doctor.<sup>181</sup>

---

<sup>175</sup> Towns to Lodge, 11th March, 1852, *RTC*, (ML MSS 307/117).

<sup>176</sup> *Journal Of Dr W. D. P. Swain*, 12th November, 1851, p. 109, (ML B1654-1 CY 1388).

<sup>177</sup> 'This morning's paper announces the unexpected arrival of your ship with 200 Celestials...', Towns to Lodge, 9th February, 1853, *RTC*, (ML MSS 307/117).

<sup>178</sup> "Riot on board the "Eleanor Lancaster", *MM*, 12th February, 1853.

<sup>179</sup> *MM*, 12th February, 1853.

<sup>180</sup> This action on the part of McLeod and others including Tait was illegal as the British had no right to trade at Namao, which was not designated a Treaty Port under the terms of the treaty signed at the end of the Opium War. Dr. Bowring to Acting-Consul Backhouse, 18th January, 1853, Inclosure 3 in No. 19, *BPP*, 1852-53, Vol. LXVIII, p. 98.

<sup>181</sup> *MM*, 12th February, 1853.

Robert Towns also had a very successful, and it can be assumed profitable, importation with the voyage of the *Royal Saxon*, the Chinese aboard he was to describe as the '...finest set of men I have seen come to this Colony...'.<sup>182</sup> Another commentator on the ship stated that '...the cleanliness of both ship and the men speak most highly of the excellent management on board.'<sup>183</sup> The favourable voyage of the *Royal Saxon* is surprising as the ship had been in the port of Amoy at the height of the riots against the trade in labourers, and the consignment had been organised by R. Jackson rather than Tait. The commercial break between Towns and Tait that led to Towns engaging Jackson as his agent in Amoy may have arisen due to the animosity that had been developing between the two over Towns consistently being too far overdrawn, and with the bills that he tendered in payment for the Chinese being dishonoured.<sup>184</sup> Alternatively, Jackson was used by Towns rather than Tait possibly due to Towns' dissatisfaction with the Chinese that Tait had been consigning, which had been the subject of a number of letters from Towns to Tait during the course of 1852,<sup>185</sup> ending with Towns informing Tait in January 1853 that 'Consequently I have withdrawn from the field of such emigration.'<sup>186</sup>

Towns may have presumed that the character of the Chinese consigned to him would be more acceptable if they had been gathered together by someone other than Tait, and therefore moved his business to R. Jackson and Company. A company, it must be stated, that had little previous experience in the exportation of Chinese labourers. According to his own evidence given to the Inquiry into the Amoy riots, Jackson in response to a question relating to the previous and present modes of obtaining "coolies", stated that he could not '...speak as to what took place formerly, not having been engaged until lately in the business.'<sup>187</sup> This inexperience on the part of Jackson obviously did not impact on the management of the voyage of the *Royal Saxon* as attested to by the positive outcome of the voyage, and may have even saved Jackson's attempts to acquire Chinese from any form of disruption from the organisers of the riot. However, the same cannot be said of the voyage of the *Spartan* in 1852-53, which had also been organised by Jackson, a voyage which may be cited as the nadir in the trade in Chinese labourers to the Colony.

---

182 Towns to The Superintendent of the Colonial Gold Company, 16th April, 1853, *RTC*, (ML MSS 307/118).

183 Custom House Report, *SMH*, 17th February, 1853.

184 Towns to Tait, 19th March, 1852 *RTC*, (ML MSS 307/117).

185 Refer to Towns to Tait, 19th March, 1852, and 20th October, 1852, *RTC*, (ML MSS 307/118).

186 Towns to Tait, 7th January, 1853 *RTC*, (ML MSS 307/117).

187 Evidence of Robert Jackson, 14th December, 1853, Inclosure 8 in No. 14, Dr. Bowring to the Earl of Malmesbury, *BPP*, 1852-53, Vol. LXVIII, p. 53.



# **D(v): THE SPARTAN**

The 1852-53 voyage of the *Spartan* was the solitary case within the Chinese labour trade to New South Wales where the 1852 riots in Amoy were carried onto the ship resulting in a near mutinous situation.<sup>188</sup> The *Spartan*, left Amoy bound for Port Phillip and thence Sydney, on 8th January, 1853 with 228 men and 26 boys on board. It had travelled only nine days before a riot erupted on board, during which the second mate was killed, and the chief mate and captain attacked, although both survived. The Chinese casualties were much higher, 'Ten...were either shot dead, or jumped overboard and were drowned; three bodies were picked up off the deck and thrown overboard, and one man died on the following day of his wounds.'<sup>189</sup> The result of the riot was that the *Spartan* was diverted to Singapore where Captain Marshall placed the ringleaders into custody,<sup>190</sup> and remained in Singapore for the trial, the chief officer, Mr. Allen assuming command of the ship.<sup>191</sup>

In response to official questions regarding the riot aboard the *Spartan* Jackson stated that '...he took every precaution against irregularities and frauds, against which he said it was impossible to guard.'<sup>192</sup> However, contradictory evidence, from Lin San a native of Fukien who had been brought from Jackson's coolie depot to the court to give evidence, shows that Jackson had succumbed to using fraudulent methods to fill his consignments:

*Q. Do you wish to emigrate? - A. I do not wish to emigrate.*

*Q. Were you confined in Mr Jackson's hong against your will? - A. I was prevented from going out by the doorkeeper.*

---

<sup>188</sup> As with the *Duke of Roxburgh* and the *Eleanor Lancaster*, the *Spartan* made two voyages to Amoy for Chinese labourers, and it is imperative that firstly this fact is acknowledged, and secondly, that the facts relating to the different voyages are kept separate and distinct. If such acknowledgment and separation of facts is not undertaken situations can arise where the ships' voyages are confused, and incorrect information is published as in *Sojourners* where the author has affixed the riot aboard the *Spartan* to the wrong year, by ascribing the riot to the first voyage which arrived in April 1852. See, E. Rolls, *Sojourners*, St. Lucia, University of Queensland Press, 1992, pp. 58-9.

<sup>189</sup> *Straits Times* Report, *SMH*, 21st March, 1853.

<sup>190</sup> Of the 19 arrested, 11 were charged with murder and sentenced to death which was subsequently reduced to transportation for life for two, and five weeks imprisonment for the remaining nine that had been charged.

<sup>191</sup> It is astounding that Allen was capable of assuming command of the *Spartan*, as Allen's description of the riot and the injuries which he sustained '...nine severe wounds, namely two on the temples, two thrusts of a bayonet through the left arm, four stabs with a cutlass in the back and one between the ribs...' and a severe blow on his side with a pump handle, all of which rendered him unconscious for ten days, would appear to preclude him from exerting effective control over any ship, much less one that was carrying a cargo of disaffected and antagonistic Chinese passengers. Shipping Intelligence, *SMH*, 4th May, 1853.

<sup>192</sup> Dr. Bowring to the Earl of Malmesbury, 7th February, 1853, Inclosure No. 20, *BPP*, 1852-53, Vol. LXVIII, p. 99.

*Q. Did you ask to come out? - A. I saw others beaten when asking to come out.*<sup>193</sup>

Jackson who, by his own admission, was a newcomer to an extremely competitive trade may have found the need to authorise or ignore the use of illegal and inhuman means by his "coolie-brokers" to obtain emigrants, especially once he became interested in consigning labourers to the West Indies. That the *Spartan* was ill-equipped, in capacity and supplies to carry the number of passengers actually embarked, in combination with the use of dubious methods of recruitment explains why this ship, of all those that carried Chinese labourers to the colony exhibited all those features normally associated with the trade in labourers to Peru, Cuba and the West Indies.

Apart from the 14 Chinese that lost their lives as a result of the riot, 33 others died during the voyage of dysentery, two during the passage from Port Phillip to Sydney, with 10 more being affected when the *Spartan* docked in Sydney.<sup>194</sup> The health of the remaining Chinese was such that Towns was forced to bring the Health Officer, Dr. Alleyne, as well as a Dr. Bennett in for a consultation as '...several of the Chinese aboard the "*Spartan*" have died and more are dropping off daily without any apparent cause.'<sup>195</sup> As to the outcome of this consultation nothing can be reported, yet it may be noted that Towns was rather reticent in his reports of the Chinese aboard the *Spartan* to his correspondents, telling Francis Lodge, admittedly a competitor in the trade by that time, that although mortality amongst the Chinese had been "frightful", '...those left are a fine set of men...'.<sup>196</sup>

The actual health of the Chinese embarked in Amoy must be questioned, not only because of the mortality and morbidity rates noted within the Health Officer's Report, but also because the sickness appears to have started prior to the riot. In the report of the riot in the *Straits Times* it is stated that at the time that the "pre-concerted signal" was given for the riot the '...captain and second mate were 'tween decks, looking after the sick...', indicating that some form of illness, most probably dysentery, was prevalent amongst the Chinese only days after the *Spartan* departed from the port of Amoy. It was the belief of Robert Towns that the Chinese were suffering from dysentery when the ship went into Singapore, and after that '...it settled into a species of debility and a relaxed state of the system generally, which

<sup>193</sup> Evidence of Lin San, 16th December, 1852, Inclosure 8 in No. 14, Dr. Bowring to the Earl of Malmesbury, *BPP*, 1852-53, Vol LXVIII, p. 67.

<sup>194</sup> Health Officers Report, *CSRVA*, (AO Reel 1280).

<sup>195</sup> Towns to Alleyne, 13th May, 1853, *RTC*, (ML MSS 307/118).

<sup>196</sup> Towns to Lodge, 6th May, 1853 *RTC*, (ML MSS 307/118). The same type of statement is found within Towns to Lodge, 14th May, 1853, *RTC*, (ML MSS 307/118), which was written only a day after Towns had requested a consultation by Dr. Alleyne due to the unaccountable deaths among the Chinese.

terminated in dropsy.<sup>197</sup> No doctor was listed for this voyage of the *Spartan*, the only ship chartered by Towns to be unsupervised medically, which can explain the prevalence and virulence of disease on board the ship. The lack of a doctor in combination with reports of the mis-treatment of the Chinese on board ship and in Amoy, provides a certain degree of justification for the riot that ensued.

An inquiry into the riot on board the *Spartan* was subsequently undertaken by the *Penang Gazette* which '...found that the outrages committed were mainly attributable to the ill-treatment the men had received...' in consequence of which '...nine of those who had been condemned, had their sentences commuted to five weeks imprisonment.'<sup>198</sup> The ill-treatment did not cease once in port for the Chinese as a number who died on board were thrown into Sydney Harbour,<sup>199</sup> possibly in response to the Sydney Infirmary's decision to charge Towns five shillings a day for any of the Chinese admitted,<sup>200</sup> and the intention of the coroner to conduct inquests into all deaths occurring amongst the remaining Chinese.<sup>201</sup>

Many aspects of this voyage of the *Spartan*, including the omission of a doctor, must be queried as a comparison of this ship's two voyages exposes so many discrepancies in management and outcome that the riot and death rate aboard the second voyage is not surprising. One difference, that is the use of Robert Jackson instead of James Tait by Towns, has been discussed; another difference was the fact that no doctor accompanied the Chinese aboard the *Spartan* during its second voyage. As noted the *Spartan* during its voyage from Amoy departing 24-1-1852 and arriving in Sydney 29-4-1852, experienced mortality amongst 10 of its 250 Chinese passengers, which was at the lower end of the mortality rate aboard the Chinese emigrant ships. The eating of the "unwholesome" food, to which the deaths were attributed, did not cause any lingering illness, particularly dysentery or debility amongst the other Chinese, which may be used as a commendation of the attention paid to diet and the selection of potential emigrants by the ships' doctor, Dr. Jeffs. That no doctor accompanied the *Spartan* during its second voyage accounts for the apparent lack of selection of emigrants as evidenced by the early rate of illness amongst the Chinese, and the subsequent rate of death and morbidity. As to why this

---

197 Evidence of Robert Towns, 29th August, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 12.

198 Evidence of Andrew Shortrede, 29th August, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 4.

199 Evidence of H. H. Browne, 27th November, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 18.

200 Evidence of Robert Towns, 29th August, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 12.

201 Evidence of H. H. Browne, 27th November, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 18.

voyage of the *Spartan* was undertaken without the offices of a doctor, not even a Chinese doctor, is unknown. The exclusion of a doctor was in contravention of the Passenger Act, and was commented upon by the Consul in Amoy who argued that it was '...imperative that a regularly educated medical man proceed in every English vessel.'<sup>202</sup>

To do justice to the contractors involved in the colonial trade in comparison with the trade in Chinese labourers to the West Indies and Peru the mortality experienced amongst the Chinese bound for the colony was very low.<sup>203</sup> In addition, if the figure for the *General Palmer* is excluded from the total on the basis of being contrary to the norm, the rate of mortality is even lower than that encountered aboard many immigrant ships from England, which trade was tightly regulated by the authorities in matters of accommodation and diet. This relatively low rate of mortality is a testament to the care evinced by the colonial agents, captains and doctors in the care of their passengers. The trade in Chinese labourers was not at the time regulated, which allowed the inhuman treatment of passengers that was obvious in the trade to ports other than those within New South Wales.

The coronial inquest into the deaths aboard the *Spartan* and the level of public attention the voyage received within the colonial newspapers reporting the riot and death rate in combination with the slow engagement rate of those Chinese left, would have turned the most avid importer away from the trade. The trade was achieving a degree of notoriety and publicity which made further importations of Chinese labourers along the same lines more difficult. The inquiry instituted in China into the conduct of the trade, and the placement of an official to regulate the trade was one change which made the trade in labourers to the colony less attractive. The other move to regulate the trade came from within the colony. The Board of Inquiry instituted after the arrival of the *General Palmer* '...went very fully into the whole subject of immigration from Amoy, and...[found] ..that if it were to be continued it ought to be continued on an improved plan, not only in regard to the rationing of the immigrants, but also in their clothing, and the means of accommodation to be provided on board the ship.'<sup>204</sup> It may have been the threat offered by this Board of Inquiry that the trade

---

<sup>202</sup> Charles Winchester, 26th August, 1852, Inclosure 3 in No. 8, Dr Bowring to Earl of Malmesbury, 25th September, 1852, *BPP*, 1852-53, Vol. LXVIII, p. 13.

<sup>203</sup> For comparative figures refer to D. Northrup, *Indentured Labour in the Age of Imperialism, 1834-1922*, Cambridge, Cambridge University Press, 1995, pp. 80-103; Raymond L. Cohn, 'Maritime Mortality in the Eighteenth and Nineteenth Centuries: A Survey', *International Journal of Maritime History*, Vol. I, No. 1, June 1989, pp. 159-191; and Robin Haines, Ralph Shlomowitz, and Lance Brennan, 'Maritime Mortality Revisited', *International Journal of Maritime History*, Vol. VIII, No. 1, June 1996, pp. 133-163.

<sup>204</sup> Evidence of H. H. Browne, 27th November, 1854, Select Committee on Asiatic Labour, *NSWLC V&P*, 1854, Vol. II, p. 17.

in Chinese labourers to the colony should be controlled that caused, in part at least, the abandonment of the trade by Robert Towns. The fact that Henry Moore played no further part in the importation of Chinese labourers after the ill-fated voyage of the *General Palmer* can be attributed to the financial loss which he must have suffered through the deaths of nearly a quarter of the labourers that he had paid for, which monies could not be recouped. As the Chinese aboard the *General Palmer* allegedly cost Moore £12-13 each, the deaths of 70 of the labourers would have meant a loss of at least £840 for the speculation.<sup>205</sup>

The problems that arose in 1852 were due primarily to the rapid rate of importation that had been undertaken to the colony and to the entry of West Indies planters. The search for profit, the increased level of competition in the colony to equate the supply of Chinese labourers to the perceived demand, and the increasing demand for labourers in Amoy led to a reduction in the level of care taken in the selection and transportation of Chinese labourers. The result of this was to increase public awareness of the importations, and the level of antipathy towards the trade, making it more difficult for the shipping agents to continue the trade in the same manner and to easily dispose of the labourers that they had imported. The effect on the Chinese was more profound as it was they who were subjected to the deteriorating conditions on board, leaving them ill and possibly unfit for work, or having lost friends or relatives during the passage to the colony.

Those Chinese who experienced the worst conditions during the voyage, and those who had started having doubts about their decision to emigrate under contract, must have been hardened against readily accepting their new home and master. The gathering on deck; sleeping on planks below decks or under the stars on a wet and cold deck; caring for ill-friends and attempting to ward off disease; and the eating of food which progressively rotted during the voyage; would have made even the most eager immigrant doubt whether they had made the right decision. Conversely, it may have arisen that as life continued on in this manner day and night for several months, the idea of disembarking and escaping these conditions dictated that when '...a sight of the Australian coast breaks upon them, ...a loud shout announces the first appearance of the promised land.'<sup>206</sup>

---

205 "Chinese Immigration" by Paul Pux, No. VI, *op.cit.*

206 "Chinese Immigration" by Paul Pux, No. IV, *op.cit.*