

## **APPENDIX 7(v)**

**Contracts Signed between Kaw Hoe, Robert Campbell  
and Robert Towns**

**Translation of Chinese Language Contract  
English Language Contract signed 16th January, 1852  
English Language Contract signed 19th May, 1852  
Chinese Language Contract**

Robert Towns and Company Business Correspondence

Mitchell Library, Sydney

ML 307/184

### TRANSLATION OF CHINESE LANGUAGE CONTRACT<sup>1</sup>

I, Xu Huì agree to go to New South Wales (being a colony of Britain) to work as a labourer or as a shepherd, and has signed for a term of 5 years. this has been arranged by the dé jì company in Xià mén. This contract states that the master will give him 3 dollars ( or the equivalent in English ....) every month, and 10 pounds of rice, 8 pounds of flour, one pound of sugar, 8 pounds of meat and tea every week. And because he has borrowed 6 dollars in advance, therefore, from the commencement of work, the master will deduct one dollar each month until repayment of the debt. Then the 3 dollar monthly wage will resume. The worker should obey the master's commands and do what he is told.

26th Day of the Eleventh Month of the First Year of Xían Feng

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<sup>1</sup> Translated by Chui Hsiang Lin, Brown Street, Armidale, NSW. If the dating of this contract is correct then it means that the Chinese contract was not handed to the Kaw Hoe (Xu Hui) until the *Spartan* had departed Amoy, which conjecture is upheld by the fact that the Chinese language contract of Lin Chick (No. 213) is dated the 29th Day of the eleventh month. The dé jì company was Tait and Company; and the space next to the word English was left blank in the contract.

Engaged to Mr. Lam

# CHINESE OF CONTRACT

Signed by N. 106

Per "SPARTAN"

立甘愿字

今因英國屬國亞實低

黎惹人

託厦門德記行招募工往

彼國做工或做牧人限五年為滿面議到

地之日逐月給工資銀三大員或給英國

錢折足大員之數又每禮拜給米拾磅

或給麵粉八磅糖一磅肉八磅茶葉所從

其便今在厦先借去佛銀六大員付其應

用俟到地之日逐月扣起壹大員如扣清

楚每月仍給佛銀三大員如到彼處任從

使喚做工不敢冒賣恐口無憑合立甘愿

字壹紙付執為始

咸豐元年七月廿六日

立甘愿字人 許會

MS 106



**Articles of Agreement** made and entered into this  
*Sixteenth* day of *January* in the year of our Lord  
 one thousand eight hundred and fifty *two* **Between** *R*  
*Campbell* of *Sydney*  
 of the one part and *Haw Hoep*  
 a native of *Fokien* in the Empire of China  
 Labourer of the other part

**Whereas** the said *Haw Hoep* being about to sail from China aforesaid by the  
 Ship or Vessel *Spartan* for the Colony of New South Wales  
 hath contracted and agreed with the said *R Campbell* to enter into  
 the service of the said *R Campbell* for the term of Five years to be computed  
 from the time of his arrival in the Colony aforesaid in the capacity of Shepherd Farm and General  
 Servant and Labourer and with under and subject to the terms and conditions and in manner herein-  
 after mentioned.

**Now therefore these presents witness** that each of them the said *R Campbell*  
 and *Haw Hoep* doth hereby covenant and agree  
 with the other of them his executors administrators and assigns in manner following that is  
 to say

That the said *Haw Hoep* shall and will hire himself to and serve the  
 said *R Campbell* us and in the capacity  
 of Shepherd Farm and General Servant and Labourer during the said term of Five years to com-  
 mence and be computed from the time of his arrival aforesaid and the said *R Campbell*  
 shall take and employ the said *Haw Hoep* as such servant as aforesaid for  
 and during the said term.

That the said *Haw Hoep* shall and will during the said term conduct and  
 demean himself in an orderly and proper manner and give his faithful and zealous services to the said  
*R Campbell* his executors administrators and assigns and use his best endeavours to  
 serve the said *R Campbell* his executors administrators and assigns at such  
 place or places as the said *R Campbell* his executors administrators and assigns  
 shall from time to time direct and shall and will well and truly obey all the orders of the said *R*  
*Campbell* and all such person or persons as shall be placed in charge over him as Su-  
 perintendent or Overseer by the said *R Campbell* and also shall and will  
 make himself generally useful in performing any duties which may be reasonably required of him by  
 the said *R Campbell* his executors administrators or assigns  
 or his or their Overseer or Superintendent.

That the said *R Campbell* shall and will at the end of every  
 three months during the said term of Five years aforesaid pay or cause to be paid to the said  
*Haw Hoep* wages for such his due and faithful services aforesaid  
 after the rate of Three Dollars per month in British sterling money at the Exchange of four shillings  
 per Dollar such wages to commence from the date of his arrival as aforesaid. **And also shall**  
 and will during such faithful servitude of the said *Haw Hoep*  
 provide or cause to be provided for the said *Haw Hoep* the following weekly pro-  
 visions viz. nine pounds of meat eight pounds of flour one-eighth of a pound of tea and one pound of sugar.

That the said *Haw Hoop* in consideration of his passage by the vessel  
 aforesaid shall and will consent to be assigned by written Indenture or Agreement if necessary to and  
 serve such person or persons within the Colony of New South Wales aforesaid upon the terms of this  
 agreement as the said *R Campbell* his executors administrators or  
 assigns shall think fit and proper and shall and will enter into a contract or agreement with such person  
 on the terms herein contigned also shall and will pay by four equal quarterly payments to the said  
*R Campbell* his executors administrators or assigns or to such person  
 to whom he may be assigned out of the first monies or wages to be received by him the said  
*Haw Hoop* the sum of *Six* Dollars now advanced to him.

**In Witness whereof** the said parties to these presents have hereunto set their hands  
 and seals the day and year first above written.

Signed Sealed and delivered by the said  
*R Campbell* by his agents  
 in presence of

*Tout*

許  
 會

Signed Sealed and delivered by the said  
*Haw Hoop*  
 the contents of this agreement having been  
 first read over and explained to him in  
 the Chinese Language by

*Tho Marshall*



N<sup>o</sup> 106

**Articles of Agreement** made and entered into this *fourteenth* day of *May* in the year of our Lord one thousand eight hundred and fifty *two*  
**Between** *Robert Towns* of *Sydney* in the colony of New South Wales of the one part and *Raw Hoe* immigrant from *Amoy* in the Empire of China Labourer of the other part

**Whereas** the said *Raw Hoe* having arrived from China aforesaid by the ship or vessel *Spartan* at Sydney in the Colony of New South Wales hath contracted and agreed with the said *Robert Towns* to enter into the service of the said *Robert Towns* for the term of Five years to be computed from this date in the capacity of Shepherd Farm and General Servant and Labourer and with under and subject to the terms and conditions and in manner hereinafter mentioned  
**Now therefore** these presents witness that each of them the said *Robert Towns* and *Raw Hoe* doth hereby covenant and agree with the other of them his executors administrators and assigns in manner following that is to say

That the said *Raw Hoe* shall and will hire himself to and serve the said *Robert Towns* as and in the capacity of Shepherd Farm and General Servant and Labourer during the said term of Five years to commence and be computed from this date and the said *Robert Towns* shall take and employ the said *Raw Hoe* as such servant as aforesaid for and during the said term

That the said *Raw Hoe* shall and will during the said term conduct and demean himself in an orderly and proper manner and give his faithful and zealous services to the said *Robert Towns* his executors administrators and assigns and use his best endeavours to serve the said *Robert Towns* his executors administrators and assigns at such place or places as the said *Robert Towns* his executors administrators and assigns shall from time to time direct and shall and will well and truly obey all the orders of the said *Robert Towns* and all such person or persons as shall be placed in charge over him as Superintendent or Overseer by the said *Robert Towns* and also shall and will make himself generally useful in performing any duties which may be reasonably required of him by the said *Robert Towns* his executors administrators or assigns or his or their Overseer or Superintendent.

That the said *Robert Towns* shall and will at the end of every three months during the said term of Five years aforesaid pay or cause to be paid to the said *Raw Hoe* wages for such his due and faithful services aforesaid after the rate of *three* dollars per month in British sterling money at the Exchange of four shillings per Dollar such wages to commence from this date

And also shall and will during such faithful servitude of the said *Tau Hoe* provide or cause to be provided for the said *Tau Hoe* the following weekly provisions viz. nine pounds meat eight pounds flour one-eighth pound of tea one pound of sugar.

That the said *Tau Hoe* in consideration of his passage by the vessel aforesaid having been paid by the said *Robert Linn* shall and will faithfully fulfil this agreement and in consideration further of *six* dollars advanced to him in China and now paid to the Agent of the said vessel by the said *Robert Linn* shall and will pay by four equal quarterly payments to the said *Robert Linn* his executors administrators or assigns out of the first moneys or wages to be received by him the said *Tau Hoe* the sum of *six* dollars so advanced to him at the rate of four shillings per dollar.

In Witness whereof the said parties to the presents have hereunto set their hands and ~~seals~~ the day and year first above written.

Signed ~~and~~ and delivered by the said

*Robert Linn*

in presence of

*George Ferguson*

Signed ~~and~~ delivered by the said

*Tau Hoe*

the contents of this agreement having been first read over and explained to him in the Chinese language by

代 辦 人 許 會  
*George Ferguson*

*Robert Linn*

許會