

Document 6.8: A contract of indenture for Chinese emigrants sailing to Guyana, 1873

Agreement between *Soo acheong* native of China and THEOPHILUS SAMPSON, Esq., Acting as Agent for the Government of the Colony of British Guyana¹ in the West Indies. Whereas the said T. Sampson has opened an Emigration Office at Canton² for obtaining coolies for the Colony of British Guyana, I the said *Soo a cheong* agree to go on board ship and to go the British Guyana and there to work on the terms set forth below.

- 1.- I agree to work in British Guyana as I may be directed by the Government Immigration Agent or for any person to whom he may transfer this Contract.
- 2.- The period of service is five years commencing from the day I begin to work, or if on my arrival I be too ill to work then it shall commence eight days after my recovery.
- 3.- I agree to do any kind of work that I may be lawfully directed to do, whether in town or country, in fields, in factories, in private houses &c.
- 4.- I shall not be required to work on Sundays unless I be employed as a domestic servant or to take care of cattle; in such case, and in all cases in which it is the local custom to do so, I must work on Sunday. In all other cases my time during Sunday shall be entirely at my own disposal.
- 5.- A day consists of 24 hours and I may not be required to work more than nine and a half hours in one day. If I work more than nine and a half hours one day, I may work an equal length of time less on another, or if not, then my employer shall compensate me.
- 6.- At the end of the five years service my master will give me \$50 in lieu of a return passage to China. If at the expiration of the term of the contract I do not wish to return to China, and if the Authorities of the place still permit me to reside in Guyana, in that case my master shall give me the \$50 stipulated in the Contract for my own use; but if I wish

¹ Formerly spelled British Guiana

² Present-day Guangzhou

to enter into another agreement for five years, half of the above sum namely \$25 will be given to me by my master as a bonus, and at the end of the second five years the original sum of \$50 will be paid to me in lieu of a return passage to China.

7.- If after arrival I become incurably ill so as to be unable to work, my master shall at once pay me the fifty dollars to assist me to return to China, if my master does not do so I may petition the Authorities who shall on their part recover the money for me.

8.- Wherever I may work or in whatever family I may be employed, I must obey the lawful regulations there in force; on the other hand should I at any time feel aggrieved at the conduct of my master towards me, all reasonable facility shall be afforded me, for laying my complaint before the proper officers of the Colony.

9.- When the contract shall have been signed and I have embarked, I cannot again return to the shore; if urgent business requires me to do so, I must first obtain the consent of the said Theophilus Sampson and then I may do so.

10.- It is distinctly agreed that this contract binds the Coolie to go as a labourer to no other place than to British Guyana.

11.- During the five years beginning on the day agreed in the Contract the wages shall be four dollars a month or the equivalent in Gold, for which my master shall be responsible. The wages shall be paid every month and shall not be allowed to fall into arrear.

12.- Every day, food will be issued as follows; 8 oz. salt meat and 2½ lbs. of other articles, all of which shall be good and wholesome.

13.- In case of illness, medical attendance and medicines and proper food will be provided free of expenses till recovery; no matter what such medical expenses may amount to, the master may make no deduction on account of them from the coolie's wages.

14.- Each year there will be given me one suit of clothes and one blanket.

15.- Passage to British Guyana will be provided by the said Theophilus Sampson.

16.- The said Theophilus Sampson will provide to the Emigrant the sum of *nil* dollars or the equivalent in gold for the use of his family. This sum shall be repaid by the Emigrant in British Guyana to the holder of the Contract by deductions from his wages at the rate of one dollar a month till it all be repaid, but no further deductions from wages may be made. No debt that may be incurred by the coolie during the voyage, or in British Guyana, may be construed into a lien on his services, or availed of to prolong the period of service specified in this contract.

17.- On embarkation three suits of clothes and every thing necessary for the voyage will be provided for the emigrant free of expense to him. The clothes and articles thus provided to be considered a free gift. The coolie is to enjoy their use and is not to be called upon to return them.

18.- While he is working in British Guyana he shall enjoy the protection of the law of the place; on his return however to China, this protection will be abrogated.

19.- I the said coolie now agree that my wages shall be four dollars a month and I declare my willingness, before my departure, to go to British Guyana, it is therefore understood that hereafter if I hear or ascertain that the labourers in British Guyana receive more wages than myself, I must still be satisfied with the wages and other compensating advantages secured to me by this Contract.

All the foregoing clauses were clearly understood and were read and explained before the Contract was signed; both parties being willing and fully understanding the terms, cannot hereafter complain that they were in ignorance thereof. This Contract is signed in English and a Chinese translation is annexed, as a proof, each party holding a copy.

Tung Cho 12 year 10 moon 22 day 11th December 187 3

[In Chinese characters] {Wife Yau She 38 sui³} {Soo A-cheong} {Son Soo Sam-kuan 9 sui}

[Signed] Theo Sampson

This done in duplicate, each of the parties aforesaid retaining one copy, at Canton, on the *11th* day of *December* in the year of our Lord 1873, in the presence of the undersigned, who declares that this Contract has been signed willingly, and with full knowledge of the contents, by the emigrant labourer named herein.

[Signature of Emigration Officer] - Emigration Officer

I agree to employ *Soo-a-cheong* upon the terms stated above.

[Signed] [Employer's representative]

I certify that the labourer whose name appears above has been allotted by His Excellency the Governor of British Guyana, to plantation *La Grange* , and that the signature was made *acknowledged* in my presence.

[Signed] James Crosby

Immigration Agent General of British Guyana

Source: Sue-A-Quan, Trev. *Cane Reapers: Chinese Indentured Immigrants in Guyana*. Vancouver, BC: Riftswood Publishing, 1999. 323–327.

Also available online at “Chinese in Guyana: Their Roots”: <http://www.rootsworld.com/~guycigr/>

³ Years old