

FROM THE GILBERT ISLANDS TO GUATEMALA AND BACK.

If one asked a person with a superficial knowledge of the Pacific and its peoples who were the greatest travellers amongst its peoples in the 19th century, it is probable that the great majority would choose either the Maoris - "The Vikings of the Sunrise" - or the Tahitians of south-west Polynesia, who used to travel to and from Hawaii via the Line Islands in their ocean-going canoes. Some, on the other hand, might choose the peoples of island groups who lived by or on the sea, possibly those of the Solomon Islands or New Hebrides, with populations larger than those of other minor groups. Others might possibly choose the Gilbertese, if only they had seen, or knew of, their huge ocean-going canoes (baurua), capable of carrying some four hundred persons on board at once. I myself once saw one of those magnificent craft in the island of Tabiteuea, where it was housed in a huge but dilapidated canoe shed and, alas, with its condition fast deteriorating. By then its days of deep-sea voyaging were over, and even its use for voyages within the Gilbert Islands had been forbidden, on the ground that the crowds carried on such journeys tended to reduce the islanders visited to a state of near starvation by the demands of the visitors on the scanty local food supplies.

But, if the person did choose the Gilbertese as the greatest travellers, he would be right, though wrong if he based his choice on a sight or a knowledge of the baurua. It is a remarkable fact that the Gilbertese probably travelled much more extensively throughout the Pacific basin and the countries bordering upon that ocean than peoples of other island groups such as the Solomon Islands or New Hebrides, whose populations were larger than those of the Gilbert Islands; indeed in sheer numbers the folks of the other two groups may have travelled more, but only to a limited number of destinations such as Queensland.

Quite apart from a handful of Gilbertese who may have served on, and deserted from, their ships in foreign lands, their travels were often, though by no means always, voluntary, since many were forcibly 'blackbirded' for work on the plantations or in the mines far from their homeland. The evidence of their extensive travels is both voluminous and overwhelming, but it would require a small book to encompass it all and cite the references supporting the evidence. But a few examples and references, culled at random, may suffice, though it should be stressed that they are far from singular or exclusive.

That doyen of Pacific historians, Professor Harry Maude, for example, in his latest book "Slavers in Paradise", indicates that slave ships had recruited natives from the islands of Arorae and Tamana in 1847, and that Peruvian and Chilean slavers were active in the Southern Gilberts in the mid-eighties. In the same book he records that, in 1863, two Peruvian barques, the "Ellen Elizabeth" and the "Adelante", recruited Gilbertese in the islands of Nonouti, Tabiteuea, Onotoa, Arorae and possibly Tamana, the first-named vessel discharging her 161 passengers in the northern Peruvian port of Lambayeque, and the other her 151 passengers in Callao. Further, when finally the repatriation of such recruits who survived was undertaken, over one hundred Gilbertese were then dumped in Tongareva (Penrhyn) in the northern Cook Islands.

When Captain E.H.M. Davis visited all the Gilbert Islands in H.M.S. Royalist in 1892 to establish a British protectorate over them, he made enquiries to ascertain at which islands labour had

been recruited or 'blackbirded' for work overseas; at Little Makin, Butaritari, Nonouti, Tabiteuea, Onotoa, Nikunau, Arorae and Tamana, he learned that recruits had been taken for Mexico (possibly meaning central America); at Butaritari, Marakei, Onotoa, Nikunau, Arorae and Tamana, recruits had been taken to Fiji; at Marakei, Onotoa and Tamana, natives had been taken to Honolulu; at Marakei, Onotoa and Nikunau, some had been taken to Samoa; whilst at Tabiteuea a number had been recruited for the Line Islands. As will be shown later in this story, others were recruited for work on plantations in Guatemala.

But not all the above-mentioned natives, however, reached their destinations safely; many found a watery grave. Thus, for example, in a letter dated the 22nd August, 1891, the Fiji Government Agent on board the labour schooner "Eastward Ho" reported to the Agent General of Immigration, Fiji, that 258 were recruited in the American brig "Tahiti" of San Francisco from the islands of Tabiteuea, Beru, Onotoa, Nikunau, Arorae and Tamana, ostensibly for "New Mexico". But, in the High Commissioner's Court held in Beru on the 22nd November, 1893, it was stated that the vessel "was last seen floating upwards on the coast of America" with the loss of all on board.

As far as Hawaii is concerned, it is only necessary to cite an article in the Journal of Pacific History of 1976, entitled "Immigration, 'Blackbirding', Labour Recruiting? The Hawaiian Experience, 1877 - 1887," by J.A. Bennett. That article shows that, during those years, vessels made some twenty-one voyages between Hawaii and the Gilbert Islands, during which nearly two thousand natives were recruited.

In his despatch to the High Commissioner for the Western Pacific, No. 72 of the 11th June, 1894, the Resident Commissioner of the Gilbert and Ellice Islands Protectorate reported that Mr. W. Greig of Fanning Island had recruited ninety labourers in 1890 for service in the Line Islands, and in 1894 had recruited 130 labourers in the American three-masted schooner "Emma Claudina" from the islands of Nonouti, Beru, Onotoa, Arorae and Tamana for service in the same islands.

Turning next to Tahiti, the British Consul, in a letter to the Secretary of State for Foreign Affairs, dated the 16th December, 1868, reported that:-

"In the year 1867, two French barques (the "Nereid" and the "Tampico") and one British schooner (the "Zillah" of Auckland, New Zealand) brought, amongst them, from the Gilbert Islands about 200 natives of that group as labourers for a cotton plantation of this island (Tahiti)..."

Or, to take another example of the recruitment of Gilbertese to Tahiti, Commodore Sterling, under cover of a letter to the Secretary to the Admiralty, dated the 3rd December, 1871, forwarded a copy of a deposition made by one Walter Oates, a seaman, as follows:-

"...entered the service of William Stewart of Tahiti or Terragenie, name of plantation, in the year 1868 as mate of the ship "Moaroa" (perhaps better known as the "Moorea"); she flew a French Colonial flag; she was in the labour trade to the Gilberts Group; the first island we touched at was Nuckonow (Nikunau); we stayed there off and on five days; we got five natives willingly;

"from there we went to Peru, in the Gilbert Group; went on shore to the King with interpreters; called Sunday and asked if he would give us some natives; the King said he would not - if you take them you will never bring them back again; the captain Charles Steenalt said that he would give him three days to consider and if he did not give them he would take them; we had a gendarme named Du Sander (sic) on board at the time; on the third day the gendarme said that he would not go on shore; he would stop on board and let the captain go to see if he could get any natives as he was getting tired waiting; for he wanted to get the ship filled quickly, so that he could get back; the captain then went on shore; he stopped on shore about five hours, then came on board with 37 natives; the men all told me that they had great sport catching them and making them fast; these natives were confined down below under lock and key. Next day boats went on shore and brought on board 15 natives taken in the same way as the others; next day boats went on shore and took 7 more natives. The captain said that we had better clear now for they are getting too wide-awake.

Vessel proceeded to the island Onotow (Onotoa); four boats went on shore during the night, surprised the natives when they were asleep, made 87 men and women fast and took them aboard.

Next day vessel sailed for Tamana, of same group; boats went on shore but natives would not allow us to land; boats returned to ship; ship was standing on and off the island; three large canoes came alongside to sell fowls and cocoanuts; there were about 30 natives in each canoe; we lowered a boat on the other side, pulled round gently, capsized the canoes, and took the natives in the boat, and made them all fast and put them down below.

Vessel proceeded to Arour (Arorae), Gilbert's Group; boat went on shore; the men on the island were very frightened, seeing men all armed; they said do not hurt us and you can steal all the women you like as long as you make them fast; 38 young women were all made fast by the hair of their head and led into the boat and taken on board the ship.

We then sailed for Tapetula (Tabiteuea), Gilbert Group, capsized some canoes and took the natives on board; we then sailed for Tahiti

The natives were kept down below for 6 weeks, never allowed to come on deck till a sickness broke out amongst them; dying on an average 5 a day. Just before we got to Tahiti the natives had to sign an agreement for five years; in fact they were forced to sign the paper when they arrived in Tahiti; they were all marched ashore and put to work on the plantation at wages from one to three dollars per month.

Second voyage.

I made a second voyage in the same ship to the same group of islands as before; the natives were obtained the same way; procured 235 natives. A gendarme accompanied the ship this voyage also, but did not go ashore.

Third voyage.

On my return to Tahiti I shipped in the schooner "Eugene", belonging to the same man and sailed by Captain Linder to the same group of islands

But, in the case of those destined for Tahiti too, many found a watery grave. Thus, in a letter dated the 21st February, 1870, to the

Secretary of State for Foreign Affairs, the British Consul at Tahiti reported that, in 1869, the French barque "Moorea" (also referred to as the "Moaroa"), in collaboration with the barque "Mary Anne Christina" of Melbourne, had recruited some 280 natives from various islands in the Gilbert Group, including Nikunau and Arorae. When only a few miles off Nikunau, there was a violent uprising by the recruits, as a result of which the master, the recruiter and the second mate were killed, whereupon, as the vessel was slowly drifting away from the island, all the recruits jumped overboard to swim to the island; but only thirty reached land and some two hundred and fifty perished.

As far as Samoa is concerned, there is extensive correspondence between the British Consul there and the High Commissioner for the Western Pacific, or the Foreign Office, during the seventies, eighties and nineties, regarding the recruitment of labour from the Gilbert Islands for work on the German plantations in Samoa. An early letter from Mr. John C. Williams, the British Consul, to the Earl of Clarendon, dated the 12th January, 1870, records that:-

"...people from islands of the Line (Gilberts) have been brought here, and from information I can obtain, were brought away under false representations and are labouring on some of the plantations, where they are beaten and flogged for the purpose of rousing them to work if they complain of sickness... A vessel sailed from this port (Apia) armed three days ago for the purpose of procuring labourers from the islands of the Line". In 1874 some 400 such labourers were so employed on plantations in Samoa, and by 1879 about 1,600 were employed by one firm alone.

Fiji plantation owners were no less keen to employ Gilbertese labour and in a return of "Polynesian natives (from Gilberts)" submitted by the British Consul on the 15th December, 1869, it was recorded that, since the commencement of "the immigration movement", no fewer than 1,649 Gilbertese had been recruited and engaged as labourers in Fiji between 1864 and 1869.

There would be little point in pursuing in detail the matter of Gilbertese travellers to areas west of their islands, since the proximity of the Solomon Islands and the New Hebrides to Queensland rendered recruitment in the more distant Gilbert Islands less attractive and less economic. Nevertheless, apart from scattered communities of Gilbertese in Tonga, New Zealand, and the Caroline and Marshall Islands, there was a largeish number of Gilbertese in Queensland, whither they had been voluntarily recruited or 'blackbirded' from the Gilbert Islands. The number of ships and those recruited or 'blackbirded' were, however, small compared to those in respect of other destinations.

To conclude this preamble on a lighter note, it might be recorded that in 1894 a Mr. H.J. Moors of Apia, with the permission of the authorities in the Gilbert and Ellice Islands Protectorate, entered into a contract with a number of Gilbertese from the islands of Butaritari, Abaiang and Nonouti to perform as singers and dancers at the California Fair in mid-1894.

So much for the scattering of the Gilbertese people across the Pacific, from the United States to New Zealand, and from Chile to the Marshall and Caroline Islands. In view of the current international scene in the civil wars in central America, it is an interesting thought that Gilbertese blood probably flows in the veins of Guatemalans and others so engaged.

And so to the story which tells of the sojourn of the Gilbertese in Guatemala, and their ultimate return to their homeland.

In his letter to the Secretary to the Admiralty, dated the 31st January, 1892, John Bramston of the Colonial Office wrote as follows with regard to the duties of the naval officer who was to undertake the proclamation of the protectorate over the Gilbert Islands:-

"5. The officer should gain all the information he can as to the islands and their inhabitants, and as to the amount of emigration which goes on, and the places to which the labourers are taken. He should also warn the natives against American recruiting vessels as Her Majesty's Government have no means of protecting them if they go away from the Pacific".

Such instructions were duly conveyed to Captain Davis, and the information he gathered at each island duly included in his report.

The next chapter in the story is best told in Captain Davis's own words in his letter to his Commander-in-Chief in Sydney, dated the 12th August, 1892, as follows:-

"

H.M.S. "Royalist", at Suva, Fiji,
12 August, 1892.

My Lord,

Whilst at Tarawa Island, in the Gilbert Group, on 8th June, I learnt from Teroy, the missionary, who had just returned from Maraki Island that a foreign steamer was lying there recruiting labour.

2. I sailed the following morning for Maraki, where I arrived that night. Thinking it possible the steamer might have left Maraki, working south, I stopped off Apiang Island on my way, and sent a message to the King, informing him I was coming the following day to hoist the British flag on his island. I warned him that natives of his island emigrating in foreign vessels to foreign countries, could not be protected by Her Majesty the Queen, informing him at the same time that a foreign steamer was now in the Group recruiting labour, and would shortly visit Apiang. I found lying at Maraki a vessel which at first I understood to be under Costa Rican colours, but which proved to be the "Montserrat", of Corinto, flying the Nicaraguan flag. Having ascertained the object of her visit to the Group, - and having no instructions to prevent natives leaving of their own free will - I took such precautions as I deemed fit for the protection of those natives of the Gilbert Islands who might decide to emigrate in the vessel. I at once informed the master that the Gilbert Islands had been placed under British protection, and requested him before leaving the Group, to let me have certain particulars concerning the natives he had recruited. This he promised to do.

3. Hearing that Peter Garrick, a British subject, and trader on Apiang Island, was employed on board, in some capacity, recruiting labour, I wrote to him, warning him that any infringement of Clause 9 of the Pacific Islanders' Protection Acts of 1872 and 1875 would render him liable to be tried for felony for each offence committed.

4. The same night the master of the "Montserrat", and the labour agent, Mr. Ferguson, came on board. The latter informed me the "Montserrat" was under Nicaraguan colours, and asked me to inspect the vessel. He stated that he courted the fullest inquiry concerning the undertaking he had in hand, as every precaution possible had been taken to ensure the comfort of the 500 or 600 natives he hoped to recruit. The vessel's register tonnage was 850.

"5. Hearing that about forty natives had shipped as labour from Maraki Island, that same night I sent word to the King to come and see me early in the morning before he had any communication with the "Montserrat". When he came on board he told me that about forty of his people had signed to go away in the vessel; that they were all going of their own free will, and, although he did not like their going, he could not prevent them. He also said that Mr. Ferguson had come to him in the first instance before speaking to the natives. I told him that I had come to hoist the British flag on Maraki, and that the Queen could not protect any of the natives who emigrated in foreign vessels, or who left the Pacific. He assured me they all wanted to go. I then went on board the "Montserrat" taking the King with me, also Mr. Corrie, my interpreter. On my arrival on board I told Mr. Ferguson that he must not assume that, because I came on board the "Montserrat", I in any way approved of his recruiting labour in the Group. On the contrary I disapproved of it entirely; but having no orders to prevent it, I should not disallow it. But, Her Majesty having taken the Gilbert Islands under her protection, it was my duty to look after the interests of her subjects, and I wished to hear from the natives then on board that they fully understood the step they were taking, and that they were all going of their own free will. They all assured me through the King, and Mr. Corrie, that they wished to go and were satisfied with all the arrangements made for them.

6. The ship's papers were mostly in a foreign language, but Mr. Ferguson gave me an idea of the translation, and I have reason to believe they were correct. They were granted by William L. Merry, the Nicaraguan Consul-General at San Francisco, on 23rd December, 1891, and permission to recruit labour for certain planters in Guatemala (Eugene de Sable being one), was obtained from the Secretary of State of Guatemala on 1st May, 1891.

7. I enclose a copy of the labour contract entered into with each native recruited, and the following additional particulars were given me by Mr. Ferguson; the remarks concerning the vessel and her accommodation are from my own personal observations.

8. For every native labourer landed in Guatemala, the planter places 30 dollars in the hands of the Guatemalan Government, to ensure his return to his island at the expiration of his engagement. Mr. Ferguson informed me that the labourers are engaged for 3 or 5 years. If for 3 years, the pay per month, without any deductions, is 6 dollars for males and 5 dollars for females. If for 5 years, males 7 dollars, females 6 dollars. Children between 12 and 15 years of age are not recruited without the consent of their parents. Children under 12 are free to accompany their parents. The vessel carries a medical officer, Dr. McGettigan, M.D., of San Jose, California. The accommodation seems very good, and the provisions and clothing all that could be desired. The vessel was fitted out at considerable cost and in a very liberal manner. She carries several additional boats and two life rafts, also a steam cutter. She took in at Nanaimo, British Columbia, 1,400 tons of coal. The mere fact of the vessel being a steamer reduces to a minimum much of the discomfort to be found in sailing vessels employed in the labour trade.

9. On the whole, I am bound to admit that, having made a close scrutiny of the arrangements on board the "Montserrat", I have every reason to believe the natives will be comfortable and well cared for until landed in Guatemala. Of their treatment after that, of course, I can say nothing.

"10. At my request, Mr. Ferguson gave me a bond for £6 per head to return each native at the expiration of his term of engagement to his proper island. He promised to supply me with a triplicate copy of the labour contract of each native recruited, and also agreed to other suggestions made by me on behalf of the natives. Amongst others (remembering the loss of the "Tahiti" brig last year, on her passage to Mexico), I insisted on the same amount being paid if the native "died by shipwreck on passage, or other cause not attributable to the native himself".

11. I subsequently ascertained that after my interviewing the natives on board, five belonging to Maraki landed, having decided not to go in the vessel. It is now about 18 months since the American barque "Helen W. Almy" recruited some 300 natives of the Gilbert Group for employment on the coffee plantations in Central America. J.F. Luttrell, at present agent at Butaritari, for Messrs. Wightman Brothers, of San Francisco, was her captain. He landed them at San Benito, and they were sent to plantations between that place and Tapachula.

+ 13. Last year, the American brig "Tahiti" visited the Group, and recruited 400 more for the same destination. W.H. Ferguson (now Labour Agent on board the "Montserrat"), was her captain. Encountering bad weather on the return voyage, the "Tahiti" put into Drake's Bay, Point Reyes, near San Francisco, for repairs. Here the captain left her, and his place being taken by E. Erickson, the "Tahiti", on 8th September, proceeded on her voyage. In November, she was discovered off the Mexican coast, on her beam ends, with her port rigging cut away; and from the fact of her largest boat being still by her, it is only reasonable to suppose all hands were drowned. In addition to the 400 natives, 100 of whom were children under 12 years of age, there were on board 20 white men, formerly traders in the Group, who had accepted engagements as overseers on the plantations to which the natives were going. It is not thought that any of these landed at Drake's Bay, consequently it is presumed they are all lost. It is rumoured that an American man-of-war, also a steamer, have searched in vain for any survivors of the "Tahiti".

14. Frank Brewer and Juan Gandara, planters, of San Benito, were the promoters of the importation of these labourers.

15. The people interested in the "Montserrat's" present trip are, I believe, President Barilas, of Guatemala, Eugene de Sabla, of San Francisco, L. Samoya, Frank Brewer, Juan Gandara, Andrew Crawford, of San Francisco, and Mr. Ferguson, the Labour Agent on board the vessel.

16. On 21st July, at Nonuti Island, when I last saw the "Montserrat", she had on board the following Gilbert Islanders:- From Butaritari, 3 (intends calling here again on her return through the Group); from Maraki, 34; from Apiang, 60; from Tarawa, 5; from Maiana, 71; from Nonuti, 93. Total 268 (sic). In addition to these there were on board about 100 children under the age of twelve, who are accompanying their parents. The following traders, (all British subjects) have also accepted engagements, at from 50 to 60 dollars per month, as overseers on the plantations to which these natives are going:- George M'G. Murdoch, from Maiana Island; Peter Garrick, from Apiang Island; James J. Gleeson, from Nonuti Island. Also, on board was a Dane (Hans Jorgenson), whom I had ordered to leave the Group, being an undesirable subject, and who had settled to go to Honolulu or Mexico, in this vessel.

+ (Note - There is no paragraph 12 in the letter).

"17. I have made private arrangements with Mr. Murdoch, who I have every reason to believe is a trustworthy man, and who accompanies the Maiana natives for one year, to send me on his arrival at San Benito an account of the voyage; and, later on, the full particulars concerning the work, treatment, and health of the natives under his charge.

18. All papers in connexion with this vessel are attached.

19. In conclusion, I would add that, although as before-mentioned, I have every reason to believe that these natives will be well cared for on the passage, though their treatment afterwards remains unknown. I most earnestly suggest that it would be a wise and just step to immediately forbid any further recruiting, particularly foreign, from these islands over which Her Majesty has just established a Protectorate. When it becomes known that with the allurements of a well-fitted out steamer the Gilbert Group is such a prolific source of profit as a recruiting ground for labour, the islands will quickly become depopulated; and, when too late, it will be regretted that a better fate had not been reserved for these quiet, peaceful, and interesting islanders.

I have, etc.,
ED. H.M. Davis,
Captain."

As indicated in paragraph 2 of the above-quoted letter, Captain Davis addressed the following letter to the Master of the "Montserrat" on the 9th June, 1892:-

"Dear Sir,

As I understand you are recruiting labour in the Pacific Islands, I beg to acquaint you that on the 27th May last the Gilbert Islands were placed under the British Protectorate.

In order to avoid any complications in the future, which may arise in connection with any natives of the Gilbert Islands who have been recruited by you, I shall be glad if, at the termination of your visit to the islands, you will kindly fill up and forward to me at Sydney, New South Wales, the particulars asked for in the enclosed form.

I would also inform you that it is contrary to British law that any native of these islands be supplied with arms, ammunition, explosive substances, or intoxicating liquors.

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| 1. Name of recruit. | 5. Destination. |
| 2. Date of entry. | 6. Firm or agent guaranteeing his return. |
| 3. Where recruited - island and village. | 7. To whom (in case of death before expiration of engagement) will arrears of wages due be paid. " |
| 4. Period of engagement. | |

As indicated in paragraph 3 of his letter to his Commander-in-Chief, Captain Davis addressed the following letter to Mr. Peter Garrick on the 9th June, 1892:-

"Sir,

As I understand you are employed on board the Costa Rica steamer "Montserrat", now recruiting labour in the islands of the Western Pacific, I, as captain of Her Majesty's ship "Royalist" and a Deputy Commissioner for the Western Pacific, warn you, a British subject, that any infringement on your part of the Pacific Islanders Protection Acts of 1872 and 1875, clause 9, will render you liable to be tried for felony for each offence committed".

Mr. W.H. Ferguson, the Labour Agent, replied to the letter of Captain Davis to the Master of the "Montserrat", dated the 9th June, as follows:-

" Nicaraguan Steamer, "Montserrat" at Maraki Island,
Gilbert Group, 10 June, 1892.

Sir, I have the honour to acknowledge the receipt of your letter of yesterday's date, and shall be glad to forward you the form when filled up.

With reference to the guarantee you request as to the return to their islands of the natives of the Gilbert Group, whom this vessel may recruit, I, as agent of Eugene de Sabla and Co., 40 California Street, San Francisco hereby bind myself in this, a bond of six pounds (£6) sterling, per head to return those natives to their islands after five or three years' service, according to agreement, from date of landing in Guatemala, the total number recruited being that which will appear on the form you have forwarded to me to fill in, and also the total of the triplicate copies of the natives' agreement, which I will forward to you on my finishing recruiting in the Gilbert Islands.

In the event of death during service, all wages due to a native, together with his effects, will be returned to his relatives. If by shipwreck on passage, or other cause not attributable to the native himself, the 30 dollars will be paid to his relations. (I may mention that Dr. McGettigan, M.D., of San Jose, California, is on board, as medical attendant). In the case of a native, at the expiration of his first period agreed upon, being unwilling to return to his island, the terms of the bond (as far as that native is concerned) are void.

W. H. Ferguson,

Agent for Eugene de Sabla and Co., San Francisco.

Witness - Duncan S. Grant, Assistant Paymaster, H.M.S. "Royalist".

The terms of the labour contract were as follows:-

"THIS AGREEMENT made this day of , 1892, between Captain W.H. Ferguson, authorised agent of the undersigned planter, residing in the Republic , party of the first part, and a native of the Island of , party of the second part witnesseth:-

That whereas the said party of the second part is desirous of emigrating to the said Republic, there to be employed under the direction of the undersigned planter, with the consent and approval of the said Republic.

Now, therefore, in consideration of a passage to the said Republic on board of the steamer "Montserrat", and a further undertaking of the party of the first part that the undersigned planter will pay, or cause to be paid, to the parties of the second part wages, the rate of dollars per month, such wages to be paid at the end of each calendar month, in currency, reckoning from the date of landing in the said Republic, and in consideration of a further undertaking on the part of the party of the first part, to secure and defend the party of the second part in all rights of citizenship under the laws of the said Republic, as fully as the same are enjoyed by native born subjects of the said Republic, and likewise, in case of sickness, that the undersigned native shall be supplied with proper medical attendance free of all charge, and that his or her children shall be properly instructed in schools, with full liberty in all religious matters.

" The party of the second part will duly and faithfully perform such lawful and proper labour as he may be directed to perform in accordance with the laws of the said Republic, for and during a space of five years next succeeding the date of landing in the said Republic, at the wages above-mentioned, it being always understood that the said party of the second part will not be required to work on Sunday.

And the said party of the first part acting as such agent as aforesaid, in consideration of the agreement hereinafter expressed as being entered into by the party of the second part, hereby agrees to the same, and undertakes as such agent, upon the faithful performance of the party of the second part of the term of the agreement at the expiration at the said time of service above-mentioned, to return free of charge to their home in the said island and it is further understood and agreed, that all taxes levied by the Government shall be paid by the employer without deducting the same from the wages stipulated, and further that during the continuation of their agreement the said party of the second part is to be properly housed, and be provided with good and suitable bed clothing, as well as with good and suitable food, by the employer, free of all charge.

In testimony whereof we have herewith set our hand the day and year first above written.

.....

..... Planter.

.....Witness.

".

Of the four persons mentioned by Captain Davis as accompanying the Gilbertese to Guatemala, Murdoch, a Scot, was highly respected by Europeans and natives alike. Arriving in the islands when only 15 years of age, he had been befriended by a Maiana trader, who taught him the elements of trading and book-keeping. Thereafter he traded on his own, or at times for Messrs. Hearnheim & Co., or the Jaluit Gesellschaft, before becoming factor for the king of Abemama, thereafter leaving for Guatemala.

Gleeson, born in Cape Town, and Garrick, were both British subjects, who appear to have drifted into the Gilbert Islands in the early eighties. The former appears to have spent all his sojourn up to 1892 in the island of Nonouti, where British warships came across him in 1884 and 1886, either trading on his own account or for the American firm of Crawford and Co. of San Francisco. Captain Davis fined him £10 for selling spirituous liquor to the natives. Garrick appears to have spent his time almost wholly in the island of Abaiang, either trading on his own account or for Messrs. Hearnheim & Co.

Jorgenson, a Dane, arrived in the Gilbert Islands from Jaluit, under suspicion of having murdered the captain of a shipwrecked vessel there. In June, 1892, Captain Davis found him, and his schooner the "Thresher", flying the American flag which he was not entitled to do, in Nonouti. He was charged with the rape of a half-caste girl aged 12 years before Captain Davis, but the offence had taken place over a year previously, and the evidence was not entirely satisfactory. Nevertheless, Captain Davis recorded "in my own mind I was quite satisfied of his guilt" and -

"The Court, having deliberated, finds that the charge of rape against Jans Adolf Jorgensen, is not proved, but that the evidence against him is sufficient to justify his removal from the Gilbert Group, and the said Jans Adolf Jorgensen is hereby ordered to leave the Gilbert Group and not to return to it".

In one respect at least Captain Davis was fortunate in meeting the "Montserrat" during his lengthy visit to all the Gilbert and Ellice Islands, as well as to some of the Marshall Islands. Having only 80 tons of coal left on reaching Abaiang on the 11th June, he was fortunately able to purchase 100 tons from the "Montserrat"; again, having but 60 tons of coal remaining when reaching Nonouti on the 21st July, which was insufficient to enable him to perform the duties he still had to carry out in the Gilbert and Ellice Groups, Captain Davis was again fortunate in being able to purchase a further 83 tons of coal from the "Montserrat".

In a letter to his Commander-in-Chief, dated the 17th November, 1892, Captain Davis wrote as follows:-

"The following is an extract from a letter received by me, dated on board the "Montserrat", at sea, 6th October, 1892:-

"I recruited 404 adults, with 71 children, and landed them all in good health, not having lost one, nor had any accidents or sickness on the trip I saw Mr. Gosling, the British Minister to Central America at Guatemala City, and he intends looking after the natives. He thinks they will be well treated, and will take kindly to the climate, which is most salubrious, at an altitude of from 1,200 to 2,000 ft. Mr. Gosling intends reporting to his Government on the subject. All the natives from one island go on one plantation. There is no separating islands; they all remain together, which is a great point for the natives. They have all recruited for three years instead of five. All natives from Nonouti, under Mr. Gleeson, are on one of Mr. Samayoa's plantations. All from Apiang, under Mr. Garrick, are with Mr. Camacho. Those from Maraki are with Herrera and Co. These were landed at San Jose de Guatemala. The people from Taputewea are with General Barillas, ex President of the Republic. Those from Beru with Mr. Foucqs; while Mr. Murdoch and the natives from Maiana are with Mr. De Sabla. If you require any further information in regard to "Montserrat" labour I will be pleased to furnish you anything in my power.

W.H. Ferguson, 2,722 Sacramento Street, San Francisco, California. "

In his despatch to the Secretary of State, No. 2 of the 6th January, 1893, the High Commissioner for the Western Pacific enclosed a list showing the islands and the numbers of Gilbertese recruited as follows:-

Maraki	-	42
Apiang	-	44
Maiana	-	84
Nonouti	-	109
Beru	-	26
Tabiteuea	-	<u>99</u>

404 adults, plus 71 children.

Newspaper accounts of the voyage being somewhat unsettling, the High Commissioner recommended that Her Majesty's representative in Guatemala should be instructed to enquire as to the condition and treatment of the Gilbertese employed there. He further recommended that so many labourers had recently left the Gilbert Islands that it was inadvisable for any more to leave at present and that, for the current year at least

the labour traffic in the islands should be forbidden. Finally, he recommended that all Powers sanctioning the recruitment by their nationals of South Sea labourers should be notified that no labourers would in future be allowed to leave the islands under contracts of labour and hire, save for employment in countries where a Convention had been entered into with Her Majesty's Government providing for their supervision and protection by British Consular Officers.

The next event in the history of this matter was a letter written by Gleeson to the Roman Catholic Mission at Nonouti, and dated the 7th October, 1894. It read as follows (and no attempt has been made to correct the script of that illiterate writer):-

" Finca Media Monte,
Guatemala, Centerul America .
October 7th 1894.

To the Roman Catholick Mission, Nonuti.

Reverend Sirs

The natives of the above island that left on the steamer Monserata some 3 years ago. Their time expires in one year more. They all want to return home and we antiseperate that our employers will not fulfill their contract and return us home.

We wish you would comunicat with the comisioner of the Pasifico and ask him to comunicat or corespond with the British Counsel of this country conserning us. This is a very sickly country. 31 of the Nonuti people have died here. There left with me from Nonuti 120 souls - there is only now alive 66 (do not know how many will be left to return home as the Fever is very bad here. But we ar in the hands of God who dos all things for the Best. I have loust my child here by deth. I wish you would inform the natives of Nukutu to keep my house in repair as I return with them.

The natives with me sends you al their Kind love and wi shes you to intersted with the British Government for a speedy releas from the slavery of this country.

They also send you letter for you to send theire friends allso for you to undertak to send them the letters theire friends may give you.

I conclud with hoping you and your holy cause is prospering and hoping to hear from you soon.

I remain yours VERY TRULY,
J. J. Gleeson.

Direct your letters to J.J. Gleeson, Polenison Interpeter, Finca Medio Monti, Co of Senor Don S.M. Samoyo, Guatemala, Central America.

P.S. The natives of Tapturing (Tabiteuea ?) is that com to this country 3 years ago, when their time expired the planter refused to return them home. They are now with me working untill our time expires. They expect to return with us.

Yours truly J.J. Gleeson.

My Wife wishes you to inform her relations of Rotuma and Matuku to prepare a house for her by the time she returns allso to inform them that her two brothers is ded allso to inform them that Jebenebu (?) Kanelerungo (?) and B (?) is allso ded and to inform Simy that his mother Chu is ded. Tell the people of Anittany (?) that Keer (?) is ded allso his child, give my love to my adopted children Jimy and Monetu (?). Give my love to M. Breterfelt (?) of Rotuma.

JJG.

Senor Don. J.J. Gleeson,
Guitdado del Sp 12n Iose M^a Samoya
Finca Medio Monte
Guatemala, Central America."

Gleeson's letter was forwarded to the Resident Commissioner by Father Greissen, who sent it in turn to the High Commissioner on the 30th May, 1895. In view of the heavy mortality, and the doubts about repatriation expressed in Gleeson's letter, the High Commissioner, in his despatch No. 46 of the 20th August, 1895, asked the Secretary of State to institute enquiries and, if necessary, "move the Nicaraguan Government to take steps for the return of the labourers to their homes". The Foreign Office, in its despatch No. 47 of the 10th October, 1895, instructed the Chargé d'affaires in Guatemala to make enquiries accordingly.

The result was somewhat unexpected. The Chargé d'affaires replied to the Foreign Office as follows, in his despatch No. 259 of the 19th November, 1895:-

"Last April Mr. Gleeson called on me, explaining that he had, some three years ago, come to this country with a number of Gilbert islanders who, together with himself, had signed contracts to work on the coffee plantation of a wealthy Guatemaland family.

Mr. Gleeson showed me the various contracts, which were all in proper form, and stipulated for the return of the islanders to their homes by the employers at the expiration of the term for which they were employed. At that time Mr. Gleeson made no complaint to me of any injustice or ill-treatment on the part of the employers, who, he informed me, had so far acted up to the terms of the contract, but stated that he feared lest, at the expiration of the term of years, they would try to evade the obligation of returning the islanders to their homes. I informed Mr. Gleeson that if his suspicions proved correct, and the employers did not carry out this part of the contract, he had only then to inform me, and I would see that the islanders obtained their full rights. At that time, Mr. Gleeson left all the contracts (each labourer having a separate one) with me for safe custody, but about six weeks ago he again called to take the contracts away; on this second occasion he made no complaint to me and I again assured him of the full protection of this Legation in the event of any attempt at breach of contract on the part of the employers. Since this time I have neither seen nor heard anything more of Mr. Gleeson and the Gilbert Islanders. Mr. Gleeson informed me of there having been great mortality among the people, but did not ascribe this as due in any way to want of care on the part of the employers.

I etc.

J. Frederick Roberts.

".

In his despatch to the Foreign Office No. 12 of the 1st February, 1896, the Consul General at San Francisco forwarded the following extract from the "Coast Seamen's Journal" of the 22nd January:-

"The barque "Helen W. Almy" has been chartered in San Francisco to carry a load of "blackbirds" from the Guatemalan plantations to their homes in the South Sea Islands, from whence they were decoyed several years ago. Of the 400 who came to the plantations only 240 will return. Of these twenty or thirty are children born on the plantations. The remainder of the original "immigrants" have died of various troubles incidental to the slave-system. It is openly stated that the "Almy" will try to secure a fresh lot of black labour".

The Consul General stated, however, that he had not been able to obtain any confirmation of the report concerning further recruitment of labour.

In his despatch No. 5 of the 21st March, 1896, to the Resident Commissioner, the High Commissioner informed him that the British Government had been informed by the British Minister in Guatemala that a ship was to leave Guatemala in February to reconvey to their homes the Gilbert Islanders who had survived their stay on plantations in Guatemala. He added that the mortality of the labourers had been so heavy, however, that recruiting for Central America would not be permitted in future.

On the same day as the above-mentioned despatch was written, the Chargé d'affaires in Guatemala, in his despatch No. 57, informed the Foreign Office as follows:-

"....all the Gilbert Islanders in charge of Mr. Gleeson... working on the estate of Mr. J.M. Samayoa, have been duly returned to their homes on the sailing-vessel "Almy" (which, after much trouble and vigorous representations by this Legation, the employers were forced to charter), and were embarked at San Jose de Guatemala on the 12th Instant.

Further, I have the honour to report that besides the above gang, the following Polynesians have also been sent home by the same ship. All those in the employ of Mr. F. Camacho, and of Mr. E de Sabla; of Messrs. Herrera & Co., all except one; of M. Dufourcq, all except nineteen; of Messrs. Barillas & Co., all except nine.

There are, therefore, to the best of my knowledge, and by the above figures, only twenty-nine Polynesians now remaining on estates here.

In regard to the one man on Messrs. Herrera & Co's. estate, he it appears did not wish to leave. The other two lots, namely the nine with Messrs. M. Barillas & Co, and the nineteen with M. Dufourcq. have, it seems, entered into a fresh contract with these gentlemen.

The contract with M. Dufourcq I have seen, and must say it seems to me a case of having taken advantage of men who can only be compared to children, for they have stipulated to remain at a wage of four reals (1s) a day, providing their own food, and this in a country where agricultural labour is only obtainable, if at all, at high rates, and where the common necessaries of life cost altogether abnormal prices. Moreover, in the new contract, there is no stipulation for their being returned home at any future time.

I pointed out to M. Dufourcq that I could scarcely believe that this contract had been signed with their full understanding of it, especially as, when they found a ship was arriving, they begged to be allowed to leave, and telegraphed me that they were starving; and I did all in my power to make him send these men home with the others explaining that, as Mr. de Sabla, who distributed them among the other owners of estates, had previously brought these men over with the understanding that they should be returned, it is a question of how far such a contract could be acknowledged; but he claimed to hold by his contract, and contest the case if necessary.

Messrs. Barillas & Co's contract I have not yet seen.

..... I etc. J. Frederick Roberts. "

The following day the Chargé d'affaires wrote a further despatch, No. 58, as follows:-

".... I have since received a visit from Mr. de Sabla, who, of course, disclaims the responsibility which it appears to me, even from his own statement, rests with him in this matter.

He, it seems, originally arranged with a Mr. Ferguson for the bringing over to this Republic, of 800 or 900 Polynesians; and, with this purpose, Mr. Ferguson went to the Gilbert Islands, but, before he had completed his recruiting operations, this district was declared under the protection of Her Majesty's Government; but not before Ferguson had already made various individual contracts with the natives.

At this stage the Gilbert Islands were visited, it seems, by one of Her Majesty's Ships (the name of which I cannot discover) in command, I am informed, of a Captain Davies, to whom Ferguson then had to refer before he could take away any of the natives.

Eventually, however, a certain number were shipped on board the steamer "Montserrat"; the various contracts having been handed over to the Commander of Her Majesty's Ship, and a bond being given by Mr. Ferguson, in the name of Mr. de Sabla (which Mr. de Sabla now repudiates) for the return of these people to their homes at the expiration of the time for which the contracts were made; this bond is, I believe, in the hands of Her Majesty's Commissioner for the Pacific Islands.

The contract referred to in my despatch No. 57 (quoted above) is duly drawn up in accordance with Guatemalan law, and Mr. F.A. Sarg, the Acting Consul in Quezaltenango, when it was presented to him, duly certified it.

Awaiting instructions, should your Lordship wish me to take steps to obtain the return of the Polynesians still employed on estates here, namely, nineteen in the service of M. Dufourcq, nine with Messrs. Barillas y Cia, and one with Messrs. Herrera".

Only two days later, the Chargé d'affaires sent to the Foreign Office a translation of a letter addressed to him by Mr. Acting Consul Sarg, who had been asked to make enquiries concerning the Gilbertese still remaining in the Republic; the letter read as follows:-

"I beg to confirm receipt of your telegrams: 6th, "Please advise Barillas and Company that all the Polynesians must return to their homes. No new contract to retain them here will be considered valid, as in the first place the contract was made under special conditions, and sanctioned by Her Majesty's Commissioner of the Pacific, one of the principal conditions being that they should be returned to their homes in September last, and Her Majesty's Government instruct me to see that this condition is complied with. Please inform all persons employing Polynesians in your Consular district of this". And 17th, "Should any Polynesians still have remained in your district, I beg you will let me know how many, and on whose fincas they are employed".

After having advised the interested parties I received the following notes:-

"In answer to your note of the 7th March 13, 1896. instant, we have the honour to inform you that, in fulfilment of that which was promised to the British Minister, we gave a guarantee in San Francisco, so that a vessel should be sent here to take the Polynesians to their homes. Forty-one adults and six children wished to return and, as we had no right to compel those who were unwilling to go to do so, these are still employed on our fincas; their foremen urged them to leave for their homes at our expense in the said vessel, and this being the case we are released from our obligation to return them to their homes in the future. We have the pleasure, &c. W.L. Barillas and Co."

" Of the Polynesians, seven women, six men and eight children remained behind. W.L. Barillas".

"Eighteen Polynesians remained behind, of which, however, three are fugitives, and four are free, on the estate of Barillas. E. Dufourcq".

Awaiting your further instructions.

I etc. Francisco A. Sarg."

Some relief for the Gilbertese labourers was, however, at hand. On the 8th June, 1896, in his despatch No. 30/96, the Resident Commissioner informed the High Commissioner that the barque "Helen W. Almy" had arrived at Tarawa from Guatemala on the 6th June. He further reported as follows:-

"The "Almy" brought 203 adults and 25 children, all of whom, with the exception of those for the Islands of Tarawa, Maiana and Butaritari, had been landed at various islands in the Group previous to the vessel's arrival at Tarawa.

Messrs. G.M. Murdoch, Gleeson and Garrick, who were formerly trading in the Group and had accompanied the Gilbert Islanders to Central America as Interpreters, also arrived in the "Almy".

I went on board after the arrival of the "Almy" to see the remaining passengers and inquired if they had any complaints to make as to their treatment on board. The natives appeared to be happy and made no complaints. I thought it advisable to warn them that they would find some changes owing to the establishment of the Protectorate since their departure and that they would have to be careful and obey the law. I also told them they were not to give away their possessions on landing or allow anyone to take them away.

About 300 islanders were recruited for labour in Central America by the "Almy" in 1890, and 471 by the S.S. "Montserrat" in 1892. Of these I find from returns furnished by Mr. Murdoch that

203 Adults and 25 Children return in the "Almy"

39 " " 7 " remain under a new agreement in Central America,

68 persons are reported as having died at "Mundo Nuevo",

5 " have taken up their residence in Mexico,

leaving over 400 to be accounted for. Besides these figures 400 natives recruited by the Brig "Tahiti" are supposed to have been lost through the capsizing of that vessel off the American coast.

I enclose for Your Excellency's information lists of natives who have remained in Central America under Agreement or voluntarily and an Agreement made by Don Eugenio Del Fourcy with Gilbert Islanders. From what I can gather the Agreement is altogether in favour of Don Eugenio Del Fourcy.

These papers have been furnished by Mr. Murdoch.

The "Almy" embarked the Islanders at the ports of Ocos and San Jose at both of which yellow fever was prevalent. The Master, Captain Pederson, informed me that he fully expected an outbreak of the fever on board and attributed the good fortune attached to its non-appearance greatly to the care and judgment displayed by Mr. Murdoch in keeping his people together and under good supervision on their arduous journey from the plantations to the coast. Mr. Murdoch appears to have taken a great interest in the Gilbert Islanders under his care and to have done all he could in having them returned to their homes after an engagement which appears to have been a trying one to both natives and Europeans.

" Captain Pederson gave me a rifle which he had taken from one of the returned labourers with several rounds of ammunition and informed me that he believed a few natives had taken revolvers ashore unknown to him. I have been furnished with the names of the supposed owners and will endeavour to recover the revolvers. I etc.

W. Telfer Campbell".

It is unfortunately impossible to reconcile the statistics from the various sources of the Gilbertese (and one or two others) resident in Guatemala (and Mexico); despite of their names being given in the enclosures to the Resident Commissioner's above-quoted letter, that information was furnished by Mr. Murdoch and some of it may well have been hearsay. The following information from the various sources will show how difficult it is to reconcile the various statistics.

The Chargé d'affaires, J. Frederick Roberts, states that 9 were employed by Barillas, 1 by Herrera, and 19 by Dufourcq.

Consul Sarg at Quezaltenango states that 21 (6 men, 7 women and 8 children) were at the estate of Barillas; he added in his letter of the 13th March "Forty-one adults and six children wished to return (to their homes) and, as we had no right to compel those who were unwilling to go to do so, these are still employed on our fincas" - but he fails to make clear how many remained on their fincas.

Dufourcq stated 18 Polynesians remained behind on the estate of Barillas, though three were fugitives and four were "free"; see Sarg's letter above-mentioned.

The Resident Commissioner states that 21 (and one Hawaiian) remained on the estate of Barillas; that five, and one Hawaiian were residing in Mexico; that one remained on Herrera's estate; and that 16, one Samoan and one Marshall islander remained on Dufourcq's estate.

The Colonial Office, by letter to the Foreign Office dated the 11th June, 1896, stated:-

"The account given by Mr. Roberts of the action of the Guatemalan employers appears to Mr. Chamberlain to be far from satisfactory, and he would suggest for the consideration of the Marquess of Salisbury that Mr. Roberts should be instructed to make such further enquiries as are possible in the matter, and should be informed that if ^{he} has good reason to believe that those Polynesians who have remained have been induced to do so on false pretences, he should make a strong representation on the subject to the Guatemalan Government, and urge it to use what powers or influences it possesses to secure their being sent home by the first opportunity".

However, the Resident Commissioner, to whom a copy of the last-quoted letter was sent, was unable to suggest any further action regarding the Gilbertese who had remained behind in Guatemala. The Secretary of State for the Colonies did, however, in his despatch to the High Commissioner No. 46 of the 13th November, 1896, approve that, should an opportunity occur of sending these labourers home from Guatemala, this would be done and the cost recovered from Protectorate funds.

Meanwhile, on the 20th October, 1896, a confidential letter from Her Majesty's Minister in Guatemala, dated the 30th August, was received in the Foreign Office. It read as follows:-

"... I inclose a letter from Fleischmann, Her Majesty's Consul at Quezaltenango, in whose district the Polynesians reside.

" These people are, as Fleischmann truly says, like children, and I do not doubt that after signing and, in their way, understanding the contract with M. Dufourcq, they grew home-sick and made for the coast. So far as that gentleman is concerned, I fail to see how he could be held responsible for the repatriation of the labourers.

You will observe that they seem well treated and better paid than native labourers and have at present no desire to leave their employers.

Fleischmann, one of the most generous and conscientious of men of my acquaintance, offers to defray the expense of sending the islanders back, and I am sure he means it; but this, of course, cannot be entertained.

The individual who really is responsible is M. de Sabla (another Frenchman), who with a certain American named Ferguson decoyed these poor islanders here; and if, after perusing Fleischmann's letter you are of opinion that further action is necessary, it is against the former one should proceed.

Yours sincerely,
Audley Gosling. "

Enclosure to above.

Vice Consul Fleischmann to Mr. Gosling.

"Private and Confidential. Quezaltenango, August 20, 1896.

My dear Mr. Gosling, Your FAVOUR dated the 7th instant only reached me yesterday, and fortunately just in time ^{see} by chance M. Dufourcq, who had arrived here on the 18th from Guatemala, and was just preparing to leave for his plantation. Having read all the documents most carefully - please find them inclosed - I requested M. Dufourcq to pass to my office, and to have a chat on the subject, which he condescended to do, notwithstanding his desire to leave without delay.

He was then interviewed by me to give some explanation with regard to the Gilbert Islanders still remaining at his estates, and in reply he stated the following:-

The nineteen Gilbert Islanders who still remained at his estate and who, in the primitive contract (arranged with a Mr. Ferguson, by order of M. Eugene de Sabla), undertook to work on the estate at wages amounting to 6 dollars a month, the owner of the estate having to furnish the food, entered, before the arrival of the ship which should take them home again, willingly and knowingly, a new contract for the amounts they had overdrawn during the period of the former contract. It was then stipulated that as soon as they had worked off the amounts they owed, and those which henceforward they should apply for, receiving wages of 50 centavos per "tarea", not by the day, having to find their own food, they could leave the plantation and work wherever they wished to. "Tarea" (piece work) means for example a stipulated amount of soil to be worked up, and it is generally stipulated in such a way that even very lazy Indians finish up their "tarea" before noon, and if they wish to work another, they are, of course, paid the value of both, so that they can earn 1 dollar a day, checked off by the overseer. During the crop of coffee the "tarea" means a basket or small bag of coffee plucked from the tree. At the beginning, and towards the end of the crop, a labourer can hardly deliver more than one "tarea", but when the crop is in full swing, any labourer can easily do two or three "tareas". Now, in their fresh contract with M. Dufourcq, the

"Gilbert Islanders have a stipulation which must be considered very just indeed, if not favourable, viz.: during the time of the crop they have promised to work on the estates of M. Dufourcq, but outside that time, say during seven months a year, those people are entitled to work at any other estate they choose, if they can receive better wages other where, or if they choose to do so. Nevertheless, at the beginning of the crop, whenever they be called, they have to present themselves at M. Dufourcq's estates. From what M. Dufourcq further told me I understand that they had been working with their companions on the estates of Messrs. Barillas and Co., and, when called, they all went to M. Dufourcq's estates, where they are working at present, excepting one woman, who is said to be at Cuyotenanz, and when called will doubtless go to her work.

M. Dufourcq further states that two of the nineteen Gilbert Islanders have paid him up entirely, and are, nevertheless, still working with him. He says that he allows all those people to take all the fruits they wish growing on the plantation, and which he considers a special allowance.

Furthermore, all the principal necessaries of life - beans, Indian corn, &c. - are imported by M. Dufourcq, who claims to sell at cost price (retail) to all his labourers, saving them at least $33\frac{1}{2}$ per cent from the amount they would have to pay to traders for the same articles.

Besides, M. Dufourcq assures me that all his native labourers are paid at the rate of $31\frac{1}{4}$ cents per "tarea", and that the Gilbert Islanders are paid 50 centavos for the same work.

M. Dufourcq admitted that in the new contracts no stipulation was made for the repatriation of those people, and that they renounced their rights thereto. Besides, he states, that the new contracts are made according to Guatemalan law, and that he does not intend to send those people back for his account.

M. Dufourcq has promised to come back to Quezeltenango within ten or twelve days, and that he would try to meet my wishes in anything he could do.

As, perhaps, you are aware, the agreement with those unhappy people, which is causing so much trouble at present, and vexing the Government at home, has been signed by Mr. Acting Consul Sarg during my absence from this country. Though I honestly believe that the contract is drawn up according to Guatemalan law, and that no false pretences have been employed by

M. Dufourcq - the Headman of those Gilbert Islanders having informed Mr. Acting Consul Sarg of the conditions agreed upon before it was signed by him, no agreement having been made by any of the two contracting parties for the repatriation of those labourers - I strongly disavowed his proceeding, not at all because he was wrong in signing that contract, but that on the ground that as he ought to have known that those people were quite incapable of drawing up any kind of contract or agreement, it was his duty to interfere on their behalf, and to do all in his power for their benefit, protection, and welfare, providing not only all the benefits due to them by the tenor of the first contract, amongst the clauses of which one of the most favourable was the repatriation of those people after they had complied with their obligation, but to see, at the same time, for their best in all and everything, in case they really desired to remain any longer or to make a fresh contract, because the first contract provided that it could be renewed, on terms to be arranged, for another two or three years with the consent of the parties concerned.

" The little interest shown by Mr. Sarg in this affair, though perhaps, it was neither his mind to offer any advantage to M. Dufourcq, nor his strict obligation to see into the matter of the repatriation, was the chief point to retire him from my service. You will certainly admit that it was not at all my fault. Nevertheless, when, on my return from Europe, Mr. Roberts spoke to me about this disagreeable affair, I offered Mr. Roberts to look into the matter on my arrival here I did so immediately, and as I saw that the new contract was lawful, and no false pretences used, I proposed to Mr. Roberts privately, in order to avoid unpleasant correspondence, and to give full satisfaction to the home Government in every respect, to defray all expenses for sending those people to their homes. This, however, Mr. Roberts did not accept and offered to find a way of satisfactory arrangement. The blunder having been made by a person proposed by me to represent me almost obliged me to do something on those people's behalf, not wishing my name to suffer from something I would never have done. It was unfortunate that Mr. Sarg should have signed that Contract, though we may not say it was incorrect or irregular.

Mr. Sarg was called by me today and I asked him for an explanation. He assures me that M. Eugene Dufourcq came to Quezeltenango with Toatan (a Samoan), who is the interpreter and overseer of those people and the Gilbert Islanders. M. Dufourcq handed him a contract made with those people, which Mr. Sarg translated several times into English, and Toatan, as well as the rest of the people, all agreed that those were the conditions stipulated, and that it was their will and desire to accept that arrangement. Nothing regarding sending those people home was mentioned in that contract. Mr. Sarg asked the interpreter if anything was to be added or changed, and the interpreter said the people were satisfied, and had no complaint. They wished to remain and continue working on the estate.

To all this he certified, and it was done before the Justice of the Peace, who asked Mr. Sarg to translate the contract again, and to inquire if there was any fault or anything missing in the agreement. Still Toatan, the interpreter, and all those people manifested that they were completely satisfied. Then the contract was read in Spanish and signed.

Furthermore, Mr. Sarg states that he had no notice whatever that those labourers ran away to the coast, and begged the captain of the vessel that came to take the Gilbert Islanders away, which was refused them, unless they brought an order from M. Dufourcq. This, of course, would be contrary to what I am satisfied those people did certainly authorize and declare here, but quite possible in people who can really only be compared to children.

Now, as regards the nine Gilbert Islanders (Mr. Sarg continues to declare) who remained on Messrs. Barillas' estate "La Libertad", it is quite certain that they positively declined to leave the country. He refers me to their interpreter, a Mr. Charles _____, whom he declares to be quite a reasonable and reliable person (same as Mr. Toatan, interpreter of those labourers working on M. Dufourcq's estate) Mrs. Barillas told Mr. Sarg that she perfectly remembers when the vessel called at Champerico to take home all the Gilbert Islanders, the greater part of those on the estate hastened away, and seemed happy to get home again, but these few

"remained. They had acquired sheep, hogs, horses, and fowl, each of them keeping them on a special yard, and they had been working at the same time doing a very nice little business.

They most decidedly refused to leave, and as nobody had a right to oblige them to leave, and as the owners of the estate did not dislike their services, they were allowed to remain. In this case I am perfectly sure that you will acknowledge that there is no fault whatever with Messrs. Barillas, and if those people are doing well, and refuse to leave, they could not be obliged to do so without doing (sic). I will have, in the near future, an opportunity to have the interpreter, Mr. Charles , called up here, and to hear his opinion, which will, no doubt, prove to be correct. Mr. Sarg promised me to obtain some report on the nine Gilbert Islanders still at liberty, three of whom, he says, have made above 1,000 pesos each; if so, they have certainly prospered.

They are well liked by their employers, and, on account of their strength, are chiefly employed as watchmen. When they arrived in this Republic, they all came in a perfect savage state, chasing dogs and cats on the estate for food, but they have now changed, and feed on beef, beans, Indian corn, vegetables &c., which are distributed to them several times a week. As soon as I get the report, it will be sent to you. According to Mr. Sarg's statement, these people seem to live very happy indeed on the estate. I shall be very happy to be able to confirm these informations.

After these explanations, I wish to inform you of what I have done. As the contract of the Gilbert Islanders with Dufourcq is, no doubt, a valid and legal document (momentarily admitting that he cheated these poor people out of their privilege to be sent back at his expense to their homes, which however, need not necessarily be under false pretences, maybe under no pretence whatever), it has to be admitted, at any rate, that such a contract is existing, and therefore it would have to be fulfilled, as I do not, under the circumstances, consider it possible to prove to M. Dufourcq that he has acted wrong the way he did, though we may consider his proceeding incorrect.

Up to now I have been able to induce him that after the crop I would pay him those people's debts, and that he would hand them over to me. If this is all I can obtain I will certainly make arrangements, on his next trip to Quezaltenango, to make him sign a contract before the Jefe Politico or some notary (though I could not obtain a promise to more up to now). I will use all my skill and persuasion to get those people at once, if possible. Once secured, I shall ask them whether they wish to be with their countrymen at Barillas' estate (as I am almost sure they would like to, for between the last and the present crop they went to work on "La Libertad" by their own will). If, as I do not doubt they will, until a ship can come for those who desire to go back to their homes, I shall leave them there (at "La Libertad" or elsewhere) up to that time. In case I can manage this arrangement to be accepted, I should ask you the great favour to do all in your power to assist me in finding a suitable way.

As I consider to be doing all you can expect, desirous to avoid annoyances, and believing that the arrangement will satisfy the home Government, I do not doubt that you will agree

"with me that it would be exorbitant to charter a vessel for taking home a few men. May I be favoured with an answer from you whether it would be feasible to obtain from the home Government as a special favour that one of the messenger boats, or a small cannon boat in service might call for those people, all extra expenses being paid by me ?

As there are about nineteen with Dufourcq, nine with Barillas, and one with Herrera's, I do not see another way of forwarding them to their homes. Besides, I am perfectly sure that some of those people by no means wish to return to their homes, and I believe that we have no right to oblige them to leave by force. In case they cannot be obliged to leave there would be at the utmost fifteen or twenty who perhaps would start for their homes if there was an opportunity. I do not think that I can act more favourably for those people. Now I have explained everything as far as possible, and shall gladly await your reply. I do not think it necessary that you should take any steps with the Guatemalan Government, more so as they have, to my opinion, no interference whatever in the affair, and more so as the contracts are made according to laws here. It would, besides, cause you more trouble, in fact, than the matter really deserves, and my proposition seems to me the easiest, quickest, and best way to arrange the matter satisfactorily.

This is the best to be done.

.....

H. Fleischmann."

In a letter to the Foreign Office dated the 13th November, the Colonial Office stated:-

"that as it is out of the question to send a man of war for the purpose of repatriating these labourers; and as opportunities for sending them home must be very rare, the only possible course appears to be to request Her Majesty's Consul on the spot to keep a close watch on the manner in which they are treated, and to afford them as much protection as he can. If an opportunity of sending them home should present itself, he should avail himself of it, and endeavour to persuade them all to go.

....."

In his despatch to the High Commissioner for the Western Pacific No. 48 of the 17th December, 1896, the Secretary of State for the Colonies stated that, as Mr. Fleischmann had expended a considerable sum in his efforts for the relief and repatriation of the islanders, such sum should be recovered from the employers, failing which he should be reimbursed from Protectorate funds.

Meanwhile, a despatch, No. 151 dated the 21st October, 1896, had been received in the Foreign Office from Her Majesty's Minister in Guatemala, the contents of which were as follows:-

"With reference to the correspondence which has taken place between the Foreign Office and Her Majesty's Legation relative to the Gilbert Islanders employed on coffee plantations in Guatemala, and to the non-fulfilment of the contracts made with them by their employers, I have the honour to report to your Lordship that all questions of this nature have been satisfactorily arranged by Mr. Consul Fleischmann, without whose assiduous endeavours and great - and I think uncalled-for - generosity a settlement of the grievances of the islanders would probably not have been reached without calling for the intervention of the Guatemalan Government.

" Your Lordship will remember that these people were brought to Guatemala under contract for three years from the different groups of the Polynesian Islands in the year 1892 by Captain Ferguson, an American citizen, to be distributed, in families, among certain of the larger coffee estates. One of the stipulations in the contract was to the effect that, on the expiration of the term contracted for, the islanders should be sent home free of all charge; that last year, when the contract had expired, certain of the islanders and their families were repatriated, whilst others remained, as was alleged, of their own free-will in this country.

A fresh contract was accordingly made between the latter and certain of their employers, and the instrument was witnessed by Mr. Francis A. Sarg, the Acting British Consul at Quezaltenango.

Whether the islanders really understood the terms of the new contract, or whether they grew home-sick when the vessel carrying back their fellow-countrymen, was about to sail, is a moot point; in any case, they claimed to be repatriated, and complained that many of the clauses of the first contract had not been carried out.

I have the honour to inclose a private letter, and its inclosures, addressed to me by Mr. Consul Fleischmann, by which your Lordship will observe that after considerable trouble to himself he has amicably arranged all questions pending between the islanders and their employers, and he has disbursed in their favour the sum of 391 dol. 81 c., which covers their indebtedness, and leaves them with sufficient funds to pay their return voyage to Polynesia.

Mr. Fleischmann has acted in this generous spirit under the impression that he is responsible for any error of judgment committed by his locum tenens, by which a contract became to a certain extent legalized which ought never to have been drawn up.

I have seen repeated instances of the conscientious manner in which Consul Fleischmann fulfils his duties, and his never-failing generosity to distressed British subjects has become a by-word in his district.

I have &c. Audley Gosling".

"Inclosure 1 - Mr. Fleischmann to Mr. Gosling.

"Private and Confidential. Quezaltenango, October 10, 1896.

My dear Mr. Gosling, I BEG to confirm my respects of the 20th August dealing on the subject of Polynesian labourers said to have been detained from returning to their native islands on certain estates of this Republic, contrary to agreement made with them, having signed, after the expiration of the first, a new contract supposed to have been drawn up under false pretences.

To-day, after having given in the meanwhile all my attention to this disagreeable question, and having gone into the matter most conscientiously by searching inquires (sic), I have special satisfaction of being in a position to submit to you the result of my investigations.

No doubt you will see therefrom that I have done all that was in my power to settle everything in the most satisfactory way, and the document (receipt) which M. Dufourcq signed, and which, apparently is of no special importance, will enable us to do very much on behalf of the Polynesian labourers.

I may point out to you that, in order to get a most trustworthy declaration from the Polynesians, they were seriously admonished by me, through the interpreter, Mr. Charles B. Komakaloi, a native

"of Honolulu, Sandwich Islands, to tell the plain and perfect truth and nothing but the truth, I may also add that, in order to get a true declaration, those people were duly informed by me, through the same medium, that any untrue declaration would seriously interfere with securing their rights.

Therefore, I may say that the declarations made may be considered to be a true statement of all they had to complain (or not to complain) about, as far as it was in my power to obtain those particulars.

The queries were put separately to the people employed by M. Dufourcq and to those working for Messrs. M.L. Barillas and Co., at La Libertad. I am glad to say that all the people employed at La Libertad are most satisfied in every respect, but those of M. Dufourcq had to complain about one or the other affair. It must be stated at the same time that all these people gave the same reply as did the first of them asked for an explanation, though each and every one of them were separately examined.

As regards the Polynesian labourers working on Mr. Dufourcq's estate, "Paris", they had to expose, in reply to queries, the following:-

1. They were not satisfied with the treatment they received since they arrived in this country.
2. They always got good food, but did not find it to be sufficient.
3. They were not able to work regularly on account of insufficient food.
4. They consider that the work was rightly and justly adjudicated, and they could do it well.
- 5 and 6. They all have gone through some sickness, but were well attended to by M. Dufourcq himself; nevertheless, they were sent to, but did not go, to work; then they got no food, nor pay, although they got all the medicine required.
7. They were never obliged to work on Sundays.
8. Dysentery principally and chills were their chief sickness.
9. Their dwellings were not good; they were altogether in a cottage of about 35 yards by 4 yards; each one had a bed; bed-clothing was not provided, but proposed for sale.
10. During the first month only they were paid according to contract, but afterwards they were paid by the day of work delivered.
11. They knew what contract they were going to sign in October 1895. M. Dufourcq told them that all those who owed him had to sign. Mr. Sarg, then Acting Consul, explained then what they were going to authorize. Nevertheless -
12. They expected, after having worked off what they owed, that they would be repatriated at the expense of M. Dufourcq.
13. They got no pay or indemnity for not having been sent home at M. Dufourcq's expense.
14. They signed the new contract because they hoped to be sent back afterwards to their homes for account of M. Dufourcq (though this was not stipulated, and Mr. Sarg states that when they came in October last year to his office they said that they were aware that they would not be sent back).
15. The reason why four of their companions, namely, Tautebon Ereka Uandoc, Bauriri Padidi, Manna, and Tenkaeka, were sent back afterwards to their homes at M. Dufourcq's expense was because they owed nothing to M. Dufourcq, therefore did not want to sign a new contract.

16. They state that they do not know the reason why they also were not sent home.
17. They admit that M. Dufourcq did not offer them, under the new contract, to send them home.
18. No false pretences were used to make them sign the new contract.
19. They did, and they still do, consider the new contract offers them more commodities or advantages than the former one.
20. They were more satisfied under the stipulations of the new contract.
21. Their pay is not sufficient to live on.
22. They are wanting of nothing special on M. Dufourcq's estate.
23. They do not wish to continue working there. They all wish to go to work at La Libertad.
24. They wish to be sent back home.
25. They are sure that the rest of the people on M. Dufourcq's estate are of the same opinion as that expressed by them before me, and that they spoke to them on the subject before coming to Quezaltenango.

+ + + + + + + +

The Polynesian labourers working at Messrs. M.L. Barillas and Co's estate, La Libertad, made the following declarations before me:-

1. They have always been well treated since their arrival here.
2. Always got good and sufficient food.
3. Always managed to work regularly.
4. Could easily do the work allotted to them.
5. Nearly all were sick at the beginning, but were well attended by Dr. Lowe (a British physician).
6. They always got their pay, whether sick or not.
7. Never were obliged to work on Sundays.
8. Causes of sickness: skin and kidney diseases, dysentery, stomach complaints, chills, &c.
9. Their dwellings are good, each family living in a separate cottage.
10. They were always paid according to contract.
11. At the expiration of their contract they remained in this Republic by their own will. They could have left had they wished to do so.
12. When the vessel came into port to take them home they were informed so by the owners of the estate.
13. As they refused to be sent back, each one of them received the sum of 100 pesos as an indemnity.
14. They signed an agreement that whilst they wished to remain on the estate they would be paid 4 reals a day, and get plenty of food at the expense of the estate. They willingly signed the new agreement.
15. More commodities and advantages are offered them under the new agreement compared to the former contract.
16. They are quite satisfied.
17. The pay they receive is sufficient to live on.
18. They are wanting of nothing on the estate.
19. They wish to leave because Dufourcq's people wish to do so (but if these later on choose to remain they would also like to remain).
20. They are sure that their opinions are shared by their companions at La Libertad, having spoken to them on the subject before coming to Quezaltenango.
21. They are willing to continue working at La Libertad until the time when they are to be sent back.

" From the foregoing declaration you will see that M. Dufourcq did not stick to his first contract. It had been stipulated that the Polynesian labourers should be paid wages at the rate of 6 pesos each man and 4 pesos each woman per month, and, that, besides, sufficient food should be provided, as also beds and suitable bed-clothing. After the expiration of the contract the labourers had the privilege to be sent home at the expense of M. Dufourcq; these were the capital points of the first agreement signed. M. Dufourcq kept his obligation respecting wages only for one month; thereafter, basing upon the idleness of the contracted people, he not only paid them at the rate of 20 cents each man and $13\frac{1}{2}$ cents each woman per diem, but though the people when sick were attended to, they got medicine but no food, and were ordered to go to work, though they refused to do so. Finding they did not get sufficient food, they had to apply for money; and for the fact that they were in debt to M. Dufourcq, he told them, in October, 1895, that they had to sign a new contract.

As the former contract had expired during the month of September, 1895, the greater part of those people who were owing money to M. Dufourcq, seeing probably that there came no vessel to take them home, consented to sign a new contract, under which they earned 4 reals a tarea to pay for their own food out of this money. They do not now consider this money to be sufficient to live on, though this (and less) is the amount generally earned by the natives of this country for the same work and under the same conditions. However, they signed that contract, and certainly in this case they acted rather indeliberately. In the new contract no stipulation was made for the repatriation of these people, though, according to their statements, they were expecting to be sent back, after having paid their debts to M. Dufourcq, at his expense to their homes. They consider the work required from them to be just, but do not wish to continue working on M. Dufourcq's estate, but at Libertad, with the other Polynesians, until the time when they can be sent home again.

The Polynesian labourers working at La Libertad seem to be most satisfied, all stipulations of the first agreement having been fulfilled by their employers. Though some time after the expiration of their contract they were informed by the owners of the estate that a vessel was in port awaiting them to be taken back to their homes. Part of the labourers left; the rest (still there) decidedly refused to go, but were paid 100 dollars currency each as an indemnity for the right of their fare back, which sum approximately covered the expense for the passage-money of each of those shipped back. They signed by their own will a new agreement under very favourable terms in comparison to the wages generally paid here, and even now insist that they are perfectly satisfied, wishing to be returned home only in the case of M. Dufourcq's people should persevere in their wish to be sent back. I am informed that the labourers on La Libertad are doing remarkably well, both as regards their work and their financial position. They are, or ought to be, able to defray their expenses for being shipped to their homes.

I may add that all these people made a very good impression on me, and that they do not look like starving people; considering their position they are well and neatly dressed; they even use parasols, &c. All the people of La Libertad came to Quezaltenango, riding their own horses. No doubt they are far better treated at La Libertad, where, besides having horses, cattle, fowl, &c., they each have a piece of land for cultivating, and are principally growing Indian corn.

" As you will see from the inclosed list, there are existing, all told, forty-eight Polynesians between men (nineteen +), women (fifteen), and children (fourteen) in my Consular district. Of the two interpreters, Charles B. Komakaloi is a native of Honolulu, Sandwich Islands; John Teotan, a native of Samoa. One of the labourers, John Lemnan, a native of Jaluit (Marshall group); all the rest are Gilbert Islanders, principally from the following islands of that group, Peru, Nukunao, and Apia. (Note:-⁺ Only 18 men are listed in the inclosure).

I take the liberty of inclosing one of the primitive contracts (printed) of Dufourcq's people; (Note - This is not enclosed here; it is the same as that on pages 9 and 10 of this document); and also the second contract (translated), which is now cancelled by the receipt Mr. Dufourcq extended to me. Besides, I keep in my possession some papers, showing some or the other payment made to Polynesians, food given to them, &c.

After M. Dufourcq's second visit, I told him that I would pay all the debts of the Polynesian labourers, and that I would insist that the receipt be extended to me without further delay, as I required the Polynesians to be free from all compromise. You will easily understand that I had to act very cautiously; and even before having the receipt extended I consulted with my lawyer, with the view of securing as much as possible, of course without notifying M. Dufourcq of my intentions, for had he this time known what, or how much, he authorized with his signature, he would certainly not have signed the document.

I have bought the debts of all Polynesians working under M. Dufourcq (even of two who are not under British protection), and of course do not expect any remuneration but the satisfaction to know them to be free people. They can now do as they please. They are free, and can go to work whenever they choose, procuring the best in their own interests; they seem to like to go to La Libertad, where I believe they are well paid and treated, and in this sense it is my intention to communicate with the interpreter Charles B. Komakaloi at that estate.

I also have to inclose a letter M. Dufourcq sent me, together with several documents, and though he says amongst his conditions that the seven Polynesians working in the Costa Cuca district should return to his estate, I never gave that order. Nor did I acknowledge receipt of that letter, nor did I say I accepted any conditions. I paid the debts, but I never admitted that the Polynesians should remain at M. Dufourcq's estate until the 1st March, 1897, and I have not replied to the condition that M. Dufourcq was not responsible for the expenses of repatriation of those people. What I did was to stipulate in the receipt that the second contract was therewith cancelled, and that is equivalent to maintain the first contract with its obligations for M. Dufourcq, viz., to be held responsible for what he did not comply with, full payment, bed-clothing, return home free of charge of the Polynesians. I was not able to do more, and if the labourers choose to proceed against M. Dufourcq, who is at present living at Guatemala City, be it judicially or by any other legal means, I am sure they can secure a good deal from him. (Also could I represent them).

I trust that you will find satisfactory what I have been able to do; my lawyer thinks that it has been a very good arrangement.

Awaiting the favour of a reply to my private letter of the 20th August and to this one, I beg to remain, &c.,

H. Fleischmann".

" Inclosure No. 2 - Original Labour Contract - (see pages 9 & 16).

Inclosure No. 3 - Second Contract. (Translation).

FROM this date, the 21st October, 1895, we undertake to continue working on the estate of M. Eugene Dufourcq, during the time of the crop, viz., from September each year to April of the following year, at wages of 4 reals per tara and $3\frac{1}{2}$ reals per day. We are to receive new account books into which the sums received as anticipation by us and our account current are to be entered. Food to be paid by us. At the end of the crop, to each one of us, a written licence is to be given to enable us to look freely for work at our convenience and, in exchange, when leaving the estate we shall deposit a written document of compromise to return to work thereon at the beginning of the next crop whilst we be owing to the estate for money received in advance.

Signed by John Teotan for himself and for his wife Chigop; John Lemnan for himself and for his wife Paydic; Sanich for himself and for his wife Burona; and the three men named signed by order of the following: Teaku, Tanini, Maki, Jack Temieitie and his wife Te Bareia; Kaota and his wife Jenny; Tona and his wife Eren; Robbits; Teotiravi and his wife Ragup +.

(Signed) E. Dufourcq.

(Signed) Francis A. Sarg, Acting British Consul.

M. Cardenas, Justice of the Peace.

Note (by M. Dufourcq). This agreement received the sanction of the second Justice of the Peace, M. Cardenas, countersigned by British Acting Consul Mr. Francis A. Sarg, 22nd October, and in the respective book at the Court of Justice it appears that John Lemnan, Sanich, and Teotan signed for themselves and for their companions named, specifying that Padidi (sic), Keeka, Uandoc, and Marmao did not authorize their representation to them, so that should they also agree with this arrangement, they would have to sign below.

+ (Note - I have copied these names as written by M. Dufourcq)

Inclosure No. 4 (Translation) - M. Dufourcq to Consul Fleischmann.

Sir,

Pueblo Nuevo, August 26, 1896.

As I promised you, I have to-day the honour to inclose herewith some documents which may be of use to you for drawing up the report which, as you told me, you wished to send to Guatemala.

In first line I have to mention a general list of Polynesians, from which you will see that five persons died, four were repatriated, eleven are on the estate, and six children (seven I have sent for), and two children absent, making twenty-seven persons all told, and eight children.

The debt which the eighteen adults existing here have contracted with me for account of work during the coffee crop only amounts to 383 dol. 40c.

I inclose twenty-seven personal contracts, which are those I accepted at the beginning. (Note - These were not on record).

Besides, I remit copy of the new contract of the 22nd October, 1895, by which eighteen of the Polynesians, freely undertaking to continue working on estates of my property from September of each year to April of the following one, separated themselves entirely from the stipulated conditions of the former contract, some of which, in their nature, being entirely opposed to the primitive (first) contract, which thus took its end.

" As I had the honour to express to you verbally, the original of this new contract exists in the Book of Agreements at the Second Court of Justice of the Peace of Quezaltenango, and signed by Justice M. Cardenas and Mr. Acting Consul Francis A. Sarg.

The four Polynesians who were not of the opinion to sign it were repatriated on board the vessel "Elen", Oco's, the 7th February, 1896, as appears from the legal certificate I obtained from M. Joaquin Lopez, E., Commandante of that Port, documents inclosed. (Note - These were not on record).

Most desirous to cause to vanish certain mistaken opinions Mr. Roberts exposed to me at Guatemala, I have taken the liberty to send some further documents (Note - These were not on record), from which you can note -

1. That I have always treated these people with great humanity.
2. That the sick were taken care of as well as possible, and that those who died had arrived sick at this country; the rate of death at this estate has been much less proportionately than anywhere else, and, considering the children arrived, their number has increased.
3. That "special clerks" took care of the well-studied nourishment and attended to it, though frequently the very Polynesians stole what I ordered to be prepared for them, and went to sell it, stealing thereafter chicken and other animals from the estate, and still they went to complain to you that they did not receive sufficient alimentation.
4. That whether sick or not, they constantly kept away from their work, they and their interpreter or overseer, and that I had to dispose of a special clerk to repair his faults

It results from all this that they have not been my victims, nor could they be; they have, rather, been informal, and not given me the legal work mentioned in the first contract except, as a medium, one-third part of the three years stipulated in the primitive contract mentioned.

As I had the honour to inform you, and, considering the highly esteemable motives which you were kind enough to express to me for your interference in this affair, I am willing to consent to renounce from the 1st March, 1897, to the advantages or little compensation which I expected to draw from the contract of October, 1895, signed by those people, under the following conditions:-

1. That the seven Polynesians, at present absent from the estate, are to return from the Costa Cuca, where I know they went to contract their labour unduly, and, in case they should refuse, I should beg you to assist me with your influence. I have already sent for them.
2. That the debts still existing on the 1st March, 1897, to my favour, and which is no case shall be higher than this very day, are to be redeemed by me.
3. That for their repatriation you were good enough to inform me that it was projected, no participation in the expenses shall be exacted from me.

Expecting to be able to see you very soon at your city,

I have &c. E. Dufourcq.

(With 65 documents, of which none are on record). "

Inclosure No. 5.

List of Polynesians existing on the Estates of Messrs. M.L. Barillas and Co., and of M. Eugene Dufourcq.

L = people who came contracted for La Libertad.

D = " " " " " M. Dufourcq.

No.	Names (males).		No.	Names (females).		No.	Names (children).	
1	Tectan	D	1	Chigop.	D	1	Tekian	L
2	Tawete	D	2	Burana	D	2	Tanreca	L
3	Batain	D	3	Tebareia	D	3	Tekin	L
4	John Lemnan	D	4	Baireke	D	4	Tikutiku	L
5	Tona	D	5	Eren	D	5	Boikai	L
6	Teaku	D	6	Raopiti	D	6	Kaeka	D
7	Tanini	D	7	Teriribe	D	7	Tunem	D
8	Kaota	D	8	Ragup	D	8	Abe	L
9	Teotiravi	D	9	Tecaran	L	9	Raete	D
10	Make	D	10	Teraiti	L	10	Tenou	D
11	Mote +	+	11	Maru	L	11	Tapotapo	D
12	Capurara	L	12	Temre	L	12	Tapekana	D
13	Manika	L	13	Tace	L	13	Berniaki	D
14	Tecau	L	14	Inin	L	14	Levi	D
15	Tecanan	L	15	Tebuke	L			
16	Tankiakia	L						
17	Kapnati	L						
18	Temaewe	L						

+ L, from M. De Sabla's people.

Names (original names) given by the interpreter of the people at La Libertad, Charles B. Komakaloi, a native of Honolulu, Sandwich Islands, of all Polynesians existing on estates in my Consular jurisdiction.

GENERAL LIST of Polynesians given by M. Dufourcq.

The following died:-

Date.	Name.	Sex.
November 9, 1892	Timaona	Female.
April 22, 1894	Soromon	Male.
July - 1894	Te Uantebu	"
January 27, 1895	Tabuterena	Female.
October 19, 1895	Tebutoa	Male.

++ As these people seem to use different names, the number after each name is the one to which the person, or name given by them, corresponds in the accompanying list made up by Charles B. Komakaloi.

++ This note, although it appears in the photocopied documents in the above position, appears to be wrongly inserted there, and should seemingly appear after the first table on the following page.

Present at the estate:-

Names of children	Names.	Amount of debt.
One child (14)	John Lemnan (4) & wife Paydic Baireki (4)	\$139.62
Daughter, Noema (8)	Jack Temicitie (3) & wife Tebareia (3)	4.69
8 years	Tona (5) and wife Eren (5)	13.50
Telu (10), 8 years;	Teweti Tuabich (2) and wife Burua (2)	20.68
Ara (13), 2 years	Teaku (6)	10.69
	Tanini (7)	8.68
Tapotapo (11), 5 years	Roubiti Robbits (6), widow of Tebutoa	29.06
Tapekoa (12) 7 years		

Absent from the estate:-

Meme (6), 8 years;	Kaota (8) and his wife Tekateieteti	29.06
Tunem (7), 9 years	Jenny (7)	
	Teotiravi (9) and his wife Rakaba Ragup (8)	29.06
	Maki (10)	14.00
	Interpreter John Teotan (1) and his wife Teririko Chigop (1)	142.48
	(Besides, they had received from M. Dufourcq, whilst at Quezaltenango, 8 dol. 41c).	<u>383.40</u> ⁺

Sent to their homes from Oco's, February 7, 1896:-

Tautebon Ereka Uandoc	Male.
Bauriri Padidi	Male.
Mannao	Female.
Tenkaeka	Male.

These are the 26 of the primitive list of September, 1892, besides the interpreter, instead of seven children arrived, there are now eight.

Inclosure No. 6. (Translation)

Receipt signed by Mr. Dufourcq.

(Stamped paper of the Republic of Guatemala, value 25 centavos (1896 to 1900) No. 408785; one stamp (revenue) of 10 centavos, and one revenue stamp of 5 centavos, both duly cancelled with the seal of the British Consulate, Quezaltenango).

No. 408785. Receipt for 391 pesos 81 centavos.

RECEIVED from Hugo Fleischmann, Esq., Her Britannic Majesty's Consul at Quezaltenango, the sum of 391 pesos 81 c., in current money of legal tender in this Republic, the mentioned sum being exactly the one which all the Polynesians together, existing on my plantation "Paris" are owing to me. With this receipt the contract made with all the Polynesians in this city of Quezaltenango, under date of the 22nd October, 1895, before the second Justice of the Peace M. Manuel Cardenas, and countersigned by Mr. Francis A. Sarg, Acting British Consul, is cancelled.

In witness whereof I extend this document at Quezaltenango, this 13th day of September, 1896.

E. Dufourcq.

⁺(Note - The figures in this column total \$441.52, but as the photocopy from the Foreign Office records clearly shows the figure of \$383.40, I have allowed it to stand).

A complete silence appears to have shrouded the problem of the repatriation of the remaining Gilbertese labourers for almost ten years - perhaps due to the virtual impossibility of arranging sea transport for their return to their homes, but also due apparently to their finding more congenial working conditions on certain estates. The next mention of the problem, however, is contained in a despatch, No. 2/06 of the 14th February, 1906, from the Resident Commissioner to the High Commissioner for the Western Pacific. Under cover of that despatch, the former forwarded a copy of a letter from Mr. Murdoch, which in turn enclosed a copy of a letter from 26 people of Beru who remained in Guatemala in 1896, and urgently sought repatriation. One sentence in the last-mentioned letter is worth recording as a description by a Gilbertese of the eruption of the volcano Santa Maria in 1902, viz.:-

"...many (of our people) lost their lives in the fires which came up from under the earth on our plantation San Antonio..."

Mr. Murdoch wrote that -

"In all about sixty natives of the Gilberts remained in Guatemala, 40 Tabiteueans and 20 Beru natives, more or less, as I cannot give the correct number...."

The Resident Commissioner was of the opinion that the cost of repatriation might be provided from Protectorate funds, but at the same time referred to the assurance given by Mr. Ferguson, the Labour Agent, that -

"For every native labourer landed in Guatemala, the planter places 30 dollars in the hands of the Guatemalan Government, to ensure his return to his island at the expiration of his engagement", vide paragraph 8 of the report of Captain Davis, and Mr. Ferguson's letter of the 10th June, 1892, quoted above. If such was correct, the Resident Commissioner thought that the Guatemalan Government should pay part of the cost of repatriation.

The Resident Commissioner further suggested that, if the Gilbertese could be repatriated between San Francisco and Jaluit, between which ports a small sailing vessel ran, there would be no difficulty in providing for their onward passage to their homes.

Finally, he expressed doubt as to whether more than 25 natives survived out of the 51 said to be left behind on the sailing of the barque "Almy" in 1896.

The correspondence was referred to the Secretary of State, and thereafter to the Chargé d'affaires in Guatemala for a report. The result was the submission of two letters from Mr. Fleischmann on the subject. The first was dated the 25th August, 1906, from Quezaltenango, the relevant part of the text being as follows:-

"As regards Mr. Ferguson's statement... I must confess that, although I was instrumental in the repatriation of some of the islanders in 1896, nevertheless this is the first I have ever heard of such an agreement. I consider it most unlikely, but should such an agreement exist, I suppose it has been made directly through His Majesty's Minister, otherwise it would be difficult to prove it as the two planters who principally employed the Polynesians, namely Don Eugenio Dufourcq and Don Eugenio Sabla, are since dead.

" " Those of the Polynesians who remained here after the departure of the barque "Almy" did so entirely of their own free will and signed the new agreement with M. Dufourcq in the same spirit. To release them however from this contract, long before its expiration, I personally paid off their different debts; they then of their own free will, passed over and worked on La Libertad a plantation at that time belonging to General M.L. Barillas, where they have been happy and comfortable and from whence I never either received nor heard of a complaint, nor even a murmur that they desired to return to their homes.

With the object of determining the number of Polynesians in the country still and under what conditions they lived, I have been down specially to La Libertad ... and have interviewed Ten Teotiraoui, the writer of the letter ... to Mr. Murdoch.

... I beg to inclose a list of the different islanders still here...

LIST OF POLYNESIANS LEFT IN GUATEMALA SINCE 1896.

Tikaba	Beru	In prison in Quezaltenango for murder.
Nei Teriribune	Beru	Died on Finca La Unidad.
Kaeka	Beru	Working on La Unidad.
Tona	Beru	Killed at Tikaba.
Taeke	Beru	Working at La Unidad.
Tectana	Samoa	Working on La Soledad.
Minika	Tabiteuea	With C.B. Komakaloi at San Sebastian.
Raobiti	Beru	A lunatic, wife of Minika, with Komakaloi at San Sebastian.
Tabotabo	Tabiteuea	With Komakaloi at San Sebastian.
Tabekana	Tabiteuea	do do do do do
Taivete	Beru	Working on La Soledad.
Tion	Jaluit	Working on La Unidad.
Tekiau	Tabiteuea	With Komakaloi in San Sebastian.
Tikutiku	Tabiteuea	Died of fever at Komakaloi's.
Take (female)	"	do do do do do
Teraira	Tabiteuea	Watchman at Champerico.
Taukiakia	Tabiteuea	Died at Komakaloi's from effects of a stone falling on his head during eruption of 1902.
Boikai (f)	Tabiteuea	With Komakaloi on Finca Chile.
Teraiti (f)	"	Died at Komakaloi's.
Tamitean	Tabiteuea	Carter at San Sebastian.
Maria (f)	Tabiteuea	With Komakaloi on Finca Chile.
Abe (female)	"	Wife of C.B. Komakaloi.
Maneaba	Guatemala	Son of Abe and Komakaloi.
Tiare	Guatemala	do do do do do
Teotiravi	Beru	Working on La Soledad.
Nei Tebuke	Tabiteuea	Wife of Teotiravi.

Besides the above, seven of the islanders are stated to have lost their lives during the eruption of Santa Maria in 1902. "

In his second letter, dated the 22nd September, 1906, also from Quezaltenango, Mr. Fleischmann wrote as follows:-

"...As regards opportunity for taking these people out of the Country, I think it is impossible to get them all out at the present moment, as the majority of them are owing different sums to their employers, who, I feel sure, would refuse payment for the debts of the Islanders until after the present crop is picked.

"After this epoch (sic) there should be no difficulty in paying off the debts, concentrating the people and shipping them off, as suggested via San Francisco and Jaluit. At the same time I think it would be convenient to see whether \$30 were really placed with the Government here for each native on his arrival, as should such a deed be proved it would be of the greatest service if any of the planters employing the natives raise difficulties.

I have enquired amongst the planters employing these people and have ascertained more or less what they owe but it may happen that some of the islanders are mozos fugos (runaway labourers) and still owing to other fincas as well as to that on which they are at present resident....

I append a list of the islanders' debts as given to me by the different planters and Mr. Komakaloi.

On La Soledad - only Teotiravi owes \$746.

On La Unidad - Manika owes \$45, Kaeka \$10, Taeke \$4225 (sic), Tamitean \$24.63, Tabotabo \$24.75, Tion \$263, Tabekana \$5.12.

Tion is a mozo fugo of Don Pedro Berthet, and owes this gentleman about \$300 - besides what he owes at La Unidad. As far as I can make out these are the only Islanders that are owing...

...I should advise waiting until after the crop is picked, then approaching the planters with the object of reimbursing to them the debts incurred by the Islanders. After this they could be easily concentrated at Komakaloi's to await shipment which I suppose would be arranged by His Majesty's Government."

In forwarding the two above-quoted letter of Mr. Fleischmann to the Secretary of State, the Chargé d'affaires commented in his despatch of the 3rd October, 1906, as follows:-

"It appears that only some nineteen of the Islanders are still alive in Guatemala and Mr. Fleischmann apprehends no difficulty in shipping them off via San Francisco and Jaluit. Before this could be done however, their debts, amounting as far as is known, to about one thousand five hundred dollars Guatemala paper, equivalent to some £27, would have to be settled.

Two would probably have to be left behind, one a lunatic and another serving a sentence for murder. With regard to the supposed deposit of \$30 for each immigrant the Guatemalan Government professes to know nothing, and I can find nothing in the Archives of the Legation to show that such a deposit was made...

I have only to add that in the Gilbert Islanders' letter to Mr. Murdoch there is no complaint of ill treatment, nor is any definite cause for dissatisfaction with the surroundings given, and Mr. Fleischmann states that he has never received or heard of a complaint. They merely say that they are desirous of returning to their homes....

I etc. H. A. R. Hervey".

In reply to an enquiry by the High Commissioner in his despatch No. 65/06 of the 27th December, 1906, the Resident Commissioner suggested that the cost of repatriation should be borne as to one half by Protectorate funds, one quarter by Island Government funds, and one quarter by the repatriates themselves. He was, however, unable to support the proposal for the repatriation of Teotana, the Samoan, and Tion of Jaluit, to the Gilbert Islands.

The High Commissioner conveyed the recommendations of the Resident Commissioner to the Secretary of State in his despatch No. 56 of the 1st June, 1907, and asked that the necessary arrangements be made for

paying off the debts and for the repatriation of the Gilbertese to their homes. The Chargé d'affaires was instructed accordingly.

In a letter dated the 20th April, 1908, Mr. Fleischmann advised the High Commissioner for the Western Pacific that he had found it impossible to repatriate the Gilbert Islanders to their ultimate destination direct from Guatemala. He had therefore arranged with the British Consul General in San Francisco to send the islanders to that port so that passages might be provided for them thence to Sydney. In a subsequent letter dated the 1st June, 1908, he advised that the islanders would sail from Champerico in Guatemala on the 21st June for San Francisco; the party would comprised the following:-

- | | |
|---|------------------|
| 1. Ten Teotiraoui | Beru |
| 2. Nei Tebuke, wife of the former, | Tabiteuea. |
| 3. Venancio Teotiraoui, son of the former, 1 year old. | |
| 4. Ten Manika | Tabiteuea. |
| 5. Nei Raobit | Tabiteuea. |
| 6. Tapekaua (about 18 years) | Tabiteuea. |
| 7. Ten Teraira | Tabiteuea. |
| 8. Teratoi (about 18 years) | Tabiteuea. |
| 9. Ten Tauntian | Tabiteuea. |
| 10. Ten Kaeka | Beru |
| 11. Ten Tieke or Cheque (sic) | Nukunau. |
| 12. Ten Tekiau | Tabiteuea. |
| 13. Ten Tabete | Beru. |
| 14. Ten Teotan | Samoa (German). |
| 15. Ten Tion Lenman | Jaluit (German). |
| 16. Dorotea Monzon, the former's wife, a native of this Republic. | |
| 17. Elisa, former's daughter, about 2 years of age. | |
| 18. Abraham " son " 6 months of age. | |

In a further letter dated the 15th June, Mr. Fleischmann advised that, since the above list of repatriates was prepared and despatched, Maria Jiminez, a native of Guatemala and wife of Ten Tekiau, had decided to accompany her husband, so that the party would number 19.

The British Consul General in San Francisco advised the High Commissioner by letter dated the 13th July, 1908, that the Gilbertese were due to arrive in San Francisco on the 14th July in the s.s. "City of Para" and would then travel to Vancouver to catch the Canadian-Australasian mail steamer leaving that port on the 17th July.

The Governor-General of Australia and the Protectorate's Agents in Sydney, Messrs. Dalgety & Co., were notified and their assistance sought in facilitating the redeption, accommodation, and onward transmission of the repatriates. The Agents advised by letter dated the 4th August that -

"We propose to arrange for them to be accommodated at the People's Palace, an institution under the control of the Salvation Army, the charge for which we understand is about 1/4d per day".

In fact, owing to shipping delays, the party of Gilbertese arrived in Vancouver too late to catch the mail steamer departing on the 17th July, but finally embarked on the s.s. "Aorangi" reaching Sydney on 8th September, 1908.

Arrangements were made with the German authorities for the despatch of Ten Tion Lenman and his family to the Marshall Islands, and for Ten Teotan to return to Samoa. As, however, there were no ships

scheduled to sail for the Gilbert Islands in the near future, it was decided to send the repatriates first to Ocean Island, and they sailed from Sydney in the s.s. "Centurion" on the 18th September, 1908. Thus, the sorry handful of Gilbertese, save for the single child, returned home after a sojourn in Central America of some sixteen years.

It is difficult, however, to summarize accurately the results of the actual and projected introduction of Gilbertese into the Guatemalan labour market in the last decade of the 19th century. Quite apart from the hopeless misspelling of so many of the names of the labourers, making identification difficult, the statistics in a number of instances either contradict each other or are obviously inaccurate. Thus, there are statements as to 18 and 19 Gilbertese being repatriated, whereas in fact there were only 13 - vide the list on page 35, the five persons last named on that list not being Gilbertese.

Nor is it possible to record with any degree of certitude how many of the 475 Gilbertese who travelled to Guatemala in the s.s. "Montserrat" finally returned to their homeland; the reason for this is twofold; first, because it is not known how many of the 228 who were repatriated by the "Helen W. Almy" in 1896 were those who had travelled to Guatemala by that vessel in 1890, and how many might have been those who made a similar journey in the same vessel in 1892; secondly, there are no details of information in respect of the 400 Gilbertese "unaccounted for; in connexion with these statistics, vide the Resident Commissioner's despatch to the High Commissioner for the Western Pacific, No. 30/96 of the 8th June, 1896, quoted above.

A crude summary, which illustrates the tragic story of these labour recruitment operations for Guatemala in the nineties of the last century, is as follows:-

¹ Recruited by the "Helen W. Almy" in 1890	- 300	
² Recruited by the American brig "Tahiti" in 1891	- 400	
³ Recruited by the "Helen W. Almy" in 1892	- 475	
		1175
Total recruited -	1175	1175
¹ Repatriated by the "Helen W. Almy" in 1896	- 228	
⁴ Repatriated by the s.s. "Centurion" in 1908	- 13	
	241	241
	241	241
Gilbertese dead, drowned or otherwise unaccounted for		934.

1. See Resident Commissioner's despatch to High Commissioner No. 30/96 of 8th June, 1896. The figure of 300 is clearly an approximation.
2. See paragraph 5 of Captain Davis's letter of the 12th August, 1892, to his Commander-in-Chief, where the figure of 400 is given. But the Fiji Government Agent on board the "Eastward Ho" gives a figure of 258 - see page 2 above.
3. See the High Commissioner's despatch cited on page 11 above.
4. See Mr. Fleischmann's letter of the 21st June, 1908, cited on page 35 above.