

I am willing to grant an amnesty to the American members of this distinguished junketing commission if it will do them any good, but can not under the proof grant them an acquittal.

In the report of the Bureau of Immigration of December, 1898, signed by Wray Taylor, our United States Hawaiian officer, we find among others the following, November 3, 1898:

Applications for 5,935 Japanese laborers were approved at this meeting, on the understanding that no more applications were to come in until April, 1899, from plantations represented at or obtaining permits at this meeting.

Mr. Sewall, who makes the report on the labor conditions of Hawaii, was formerly our minister to the islands.

[Mr. Sewall's report. Labor in Hawaii. United States Consular Reports, February, 1900.]

The purpose of the following is * * * to trace an outline and fill in just enough detail to give a correct view and intelligent idea of Hawaiian labor conditions as they exist to-day. * * *

Contract labor, consisting of Japanese, Chinese, Portuguese, Italian, Hungarian, Hawaiian, and others, is held under contract for three years when coming direct from foreign countries under agreement, and for the same or a shorter period when contracting after a previous sojourn in this country. * * *

When contract laborers are needed from abroad, application is made to the government for permission to import laborers of the desired nationality. * * * The order to recruit them is given to immigration companies authorized by law. * * * These companies are then responsible for the delivery of the men. * * *

In obtaining European labor the planters have the benefit of the authority, forms, and official connection of the board of immigration. * * * Expenses are met by the planters in the first instance, afterwards a sum, not to exceed \$130 for each family, is paid by the government to cover recruiting expenses and passage of women and children accompanying the immigrants. In this case the immigrant contracts with the board of immigration and signs his agreement before the Hawaiian consul at the port of departure in his own country. * * * The board of immigration assigns these laborers to their several employers.

The only other laborers now imported are Japanese. The companies supplying these are chartered by the Japanese Government and have their principal offices in Japan. * * *

Laborers are shipped from the recruiting offices to the immigration company, which then bears all expense and responsibility for maintenance, transportation, quarantine expense, etc., until assigned and delivered to the planter employer. In order to protect themselves against desertion, these companies exact securities in the shape of mortgage, bond, or deposit from the laborer or his friends to an amount equal to all expenses. * * *

The laborers are apportioned to their several employers, signing their special contracts before an authorized Hawaiian official assisted by interpreters. * * *

His photograph is taken for identification, and he is then assigned to a particular corporation. * * *

Chinese, being single men, are housed in barracks with from 6 to 40 men in a room. Single Japanese are often provided for in the same way. * * *

These quarters furnish only a shelter and a place of rest. In barracks where many single men are collected a platform 6 to 8 feet wide and raised 2 feet above the floor runs the length of the building, and each man has about 3 feet in width of space for himself to sleep on. * * * Again, tiers of shelves 3 feet wide along the sides of the room, sometimes three or four tiers high, with some slight low partitions give about 3 by 6 feet for a man. Contract laborers are expected to do agricultural and mill work. * * *

From the contract-labor class the carpenter, blacksmith, engineers, and sugar boilers select their assistants. * * *

In a few places men have been allowed to take small pieces of land and cultivate them at their leisure. In order to do this they are compelled to work early and late, Sundays and holidays, and the mill buys the cane at a fixed rate per pound. * * *

Between one-third and one-half of the women work in the field and about the mill at the lighter kinds of labor. * * *

The number of hours is settled in the contract, being usually ten hours in the field and twelve in the factory. * * *

A rising bell or whistle wakes the men at, say, 4.30 a. m. At 5.30 they are ready to proceed to the field, and at 6 o'clock the work day commences. * * *

The mill man begins at 5.30 a. m. and is relieved by the night shift at 6 p. m. * * *

The contract price is now \$15 per month for oriental and \$18 for European laborers. * * * Women receive \$7.50 to \$10 per month. Only actual time spent in labor is paid for. A man receives no pay for enforced idleness, whether caused by sickness or anything else. * * *

The individual presents his identifying tag and receives the amount that is to the credit of that number. * * *

Men work in gangs, * * * supervised by an overseer, who directs their work, corrects mistakes, * * * stimulates the lazy. He leads them out in the morning. * * *

Force * * * is fast giving place to other methods. * * * Recourse to legal fines and imprisonment are the means used. * * *

The physician employed by a sugar corporation occupies a peculiar position with reference to his patients and his employer. It must be remembered that usually in the rush to make the progress of the work match with the season the management demands every available man among his employees, and looks with suspicious and jealous eye upon anyone who claims exemption through sickness. * * * Now, it becomes the duty of the medical man to determine between the really ill and the malingerer, and naturally the malingerer often goes away dissatisfied. * * * Treatment is unsatisfactory and is carried out with very little aid from the patient. * * *

To take a general view of the real state of affairs one must consider that every labor camp is a busy hive. Work is going on, and work is paid for and is what the men come here for. * * *

Now, what are the hardships? The main one is compulsory work under a master. Here the law compels. At home need held the whip. They expected to work when they came; but the comparison with free men makes compulsion seem a hardship. * * * Sunday is a day for rest in most cases. * * *

Let some real or fancied grievance break the monotony, and the scene changes. A tin pan is beaten noisily to alarm and summon the camp. The motley crowd gathers, generally at night. The leaders harangue their followers, and the mob, most of them ignorant of the real cause, rush off to demand redress or punish the offender. * * *

The grievance is generally an assault by the overseer upon some laborer, a fine considered unjust, a compulsion used to obtain unwilling work, or a privilege withdrawn. * * *

The question may be asked, "Why, if they are contented, do they desert?"

There are several reasons. Natural causes may render the work disagreeable and burdensome, as rain, cold, mud, and overgrowth of weeds. A severe overseer will render all discontented, and the boldest will desert. Accumulated debt is a prolific cause. * * * The prospect of getting better wages * * * entice many away from their contract master. * * *

A Japanese will live on from \$4 to \$6 per month, a Chinaman from \$9 to \$11 per month, and a European, \$11 to \$13. * * *

The foregoing is a brief and unadorned statement of facts as found. * * * Plantations furnish all that the law demands, but are not carried on primarily for the purpose of elevating the laborer to the standard of Western civilization and morals any more than other corporations. * * *

I gladly give currency to the recent utterance of Senator MORGAN, one of the Hawaiian commission:

We extend over those islands the laws and Constitution of the United States in full force, so that there is not a shred of a contract left standing in Hawaii if it is opposed to the laws of the United States.

*But contracts have been made since, and the amendment of the Senator from Massachusetts, I believe, invalidates those contracts. That amendment in its present form is an outrage upon the Constitution of the United States, for the reason that men have made contracts in Hawaii with companies in Japan for the purpose of importing labor. Those contracts can not be, or ought not to be, invalidated by any act of Congress. * * * How can we afford to say that contracts which were valid, made since the 13th day of August, 1893, shall be made invalid by the operation of positive law? * * **

We are cutting into them in such a way as would be utterly disastrous if we had any power to do it. We are merely raising questions that we have no power to enforce, for I take it that, after all, the Supreme Court of the United States, when it comes to sound this question to the bottom, will hold that the Constitution of the United States operates as a prohibition upon Congress to invalidate any contract that was valid at the time it was made. I think so.

Does the Constitution of the United States govern the Hawaiian Islands? Does it cover our whole land, or are we part free, part slave—slavery sickled over with the pale cast of words of interpretation? If the Constitution governs in the islands, then strike these contracts down as unconstitutional. Does the Hawaiian constitution, adopted on July 3, 1894, govern. Then strike them down as contrary to it, for it provides that neither slavery nor involuntary servitude shall exist except for crime. * * *

If neither govern, then strike them down as un-American, as against public policy, as inhuman. You need not search for causes in the codes of law, morality, humanity. Compel the courts to enforce the law, a custom that has not been followed for many years. * * *

Will you take refuge from your duty by the provision in the American Constitution that no law shall be passed impairing the obligation of contracts? But here is a contract against the thirteenth amendment, which provides that involuntary servitude shall not exist in the United States nor in any of the Territories subject to its jurisdiction. * * *

This confronts you if the Constitution prevails; and if it does not, then it does not protect these labor contracts, and you have the original right of governing in all things, past, present, and future, by the right of acquiring. * * *

You struck down all treaty rights of Hawaii with other nations and substituted your own. Will you now save its slave-dom? Do your duty and sweep away a plague more dreadful than the leprosy among those 1,200 people on one of our Hawaiian Islands; more dreadful than the bubonic plague that has swept so many from the face of that country. * * *

Was this refusal to pass a law prohibiting contract labor in Hawaii in last Congress, and so far in this Congress, by the ruling party caused by a doubt whether the Constitution shall prevail over our country—over our territory? Are you doubtful whether the flag represents freedom, the Declaration, the Constitution, and free labor? * * *

Do you hesitate, and will you write in words in the Constitution, in our statutes, in our Supreme Court decisions, that will make the words "United States" mean less than our whole country? * * *

If you do this, labor will rise up to plague you, to haunt you, to defeat you. Will our Constitution be the constitution of those islands; of those contract laborers? I do not know; you do not know; no one knows. Such is the chaotic condition created by a departure from our traditions. * * *

Let me describe this contract-labor system in the Hawaiian Islands. It is cheaper and more profitable to the landlords and mill owners than free labor; and as it is encouraged in every form, it unfortunately exists and shuts out American labor. * * *

If a corporation—mill or plantation—wants men, its agent applies to the government for laborers, and the board of immigration, a government department, then makes application through a Japanese immigration company, that, under the regulations and officialdom, has a monopoly, the plantation advancing the money and the laborer signing a contract to the shipping company, which contract is transferable, and thereafter is transferred to the corporations purchasing the laborers. The usual term of the contract is three years, but thousands have been rushed in since the United States controlled the islands whose contracts run from three to five years. * * *

On arrival they are photographed, and a brass tag completes their badge of identification, their badge of slavery, and they are taken out to the plantation—laborers, indeed. * * *