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COMMERCIAL AND INDUSTRIAL CONTRACT LABOR
IN CENTRAL JAPAN, 1672-1873

A DISSERTATION SUBMITTED TO THE GRADUATE DIVISION OF
THE UNIVERSITY OF HAWAII IN PARTIAL FULFILLMENT OF THE
REQUIREMENTS FOR THE DEGREE OF

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HISTORY

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by

Mary Louise Nagata

Dissertation Committee:

Paul Varley, Chairperson
Sharon Minichiello
Henry Lamley
Karen Jolly
Patricia Steinhoff
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Abstract

Chair: Paul Varley

I examine commercial and industrial labor during the Tokugawa period of Japan and focus particularly upon contract labor and labor contracts. I begin with a discussion of the theories of feudalism, capitalism, and industrialization, and the organizations of labor associated with various stages of economic development. Then I discuss how these theories have been applied to Tokugawa Japan. I show that the Tokugawa social and economic structure was neither feudal, nor entirely "protoindustrial."

In the second chapter I use original and secondary sources to describe the "Tokugawa economic continuum." I find that various business and industrial forms developed simultaneously rather than in progressive stages. I find that different industries and businesses took different forms according to several factors: the nature of the product, time requirements of the production process, skill requirements, and available labor supply. I also find that the stem-family acted as the universal framework for businesses of all sizes and forms.

In chapter three I examine and analyse the contract text: the similarities across businesses, industries and regions, and the differences between the same. Then I use the contracts in the data sample to analyse hiring patterns and guarantor practices. I find that, although there were differences between rural and urban businesses, the overall pattern was consistent with labor shortage and great social and geographical mobility. Finally, I discuss casual
labor and the competition for labor between industries, provinces, and regions.

In chapter four I contrast the labor policies found in the contracts with the labor practices found in numerous miscellaneous documents including letters of apology, debt, request and thanks. I also discuss the relation between paternalistic labor practices and the population stagnation found in much of central Japan during the eighteenth and nineteenth centuries. I describe how labor shortage influenced labor practices.

In the concluding chapter, I review my findings of the previous chapters and discuss how Tokugawa labor practices have continued to influence the present. I suggest that the economic continuum of the Tokugawa period has shifted and expanded, but remains part of Japanese society today.
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Chapter 1: Introduction

Labor is a basic element of society. Certainly the study of contract labor in Tokugawa Japan (1672-1873) reveals a microcosm of some of the social structures and attitudes of Japan at that time. These structures formed the basis for later developments in the Meiji period and the twentieth century, and continue to shape the structures of Japanese labor and business in the present.

The study of labor and its organization inevitably involves the topics of industrialization and capitalism. It involves industrialization because technology can affect the organization of labor, and technological change plays a major role in industrialization. Various forms of capitalism, too, are often defined by the organization of labor in production and business management.

In this dissertation I argue that expanding labor opportunities and rural industry combined with labor shortage to shape the social and legal relations of labor and management, and the general social, economic and political framework of Tokugawa society. I argue that the Tokugawa economy was a continuum of capitalist forms with small-scale handicraft production, protoindustry, factory production, and managerial capital coexisting in a dynamic society with considerable social, economic, and geographic mobility.

The products of many industries were an essential part of the Tokugawa lifestyle. Sake, soy sauce, cotton textiles, paper, pottery, books, and ink are some examples of these products. Scholars have paid some attention to the production processes of these products and the organization of

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1The Tokugawa period refers to the years 1600-1868. My data covers 1672-1873, which roughly corresponds to the Tokugawa period.
the market, but little attention has focused upon the labor involved in overall production and marketing. In this dissertation I explore the structures of commercial and industrial labor in Tokugawa Japan. I focus specifically upon contract labor and labor contracts, addressing three areas of interest involving the organization of labor in larger manufacturing enterprises, the scope of contract labor, and labor-management relations.

The model of a society in which various forms of capitalism coexist was proposed by Ferdinand Braudel. In his study of capitalism during the early modern period, he concludes with several pertinent points. He argues that capitalism has been potentially visible throughout time, and developed "down the ages." He notes that there is a stage theory for the development of capitalism - mercantile capitalism to industrial capitalism to finance capitalism in regular progression until "true capitalism" is reached only in the final stages. Braudel rejects this theory, however, claiming that all the various forms were already in coexistence long before the eighteenth century. Furthermore, he sees the entire range of forms, including non-capitalist or "pre-capitalist" forms, coexisting today in modern society.2

By capitalism, I refer to a system in which people with money and resources, called capital, invest this capital to make a profit. Capital investment includes the tools and raw materials to manufacture products for sale, as well as the labor needed to produce and sell those products. The skills of the laborers are human capital and the value of labor as a commodity can vary with the value placed upon this human capital. When capital investment is used primarily to buy and sell products produced or manufactured by

others, the system is called mercantile capitalism. When capital investment is used for manufacturing, this system is called industrial capitalism. Financial capitalism refers to a system in which money as capital is loaned to manufacturers, merchants and individuals for profit.

Braudel's model of an economy in which these various forms of capitalism coexist applies to Japanese society during the Tokugawa period as well. Certainly mercantile, financial, and industrial capitalist enterprises coexisted in Tokugawa Japan. In this first chapter I outline the historical and theoretical framework for this study as well as survey the literature on this topic. Some terms used in Western theory do not quite match the Tokugawa environment, so I take this opportunity to discuss them as they apply to Tokugawa Japan. Finally, I introduce my data, sources and methodology and outline the remaining chapters of the dissertation.

**Capitalism, Protoindustry, and Labor**

Karl Marx defined capitalist labor as a commodity bought by the employer. The worker receives a wage paid by the employer, and the employer profits from the worker's labor and skills without passing that profit to the worker. Marx, of course, gave further conditions. The worker must be a free laborer without the means to manufacture the product himself, and the period of his hire must be set. But the key point is that the labor itself is the commodity and not the worker.

I argue that capitalist labor, and therefore capitalism, was quite common in Tokugawa Japan. In later chapters I show how legal agreements, labor-management relations, and government policy treat labor and the skills of a

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worker as commodities even when the worker was essentially indentured as well as when he was free.

Various forms of capitalism have been identified in the ongoing debate regarding European industrialization in terms of the sudden change of the Industrial Revolution or the slow change beginning with protoindustry. Protoindustry is generally identified with cottage industry or the putting-out system. Urban merchant capitalists provided the tools and supplies for manufacture to rural cottagers, often farmers, who sold the finished product back to the capitalist less the original capital expenditure. The merchant capitalists, also called wholesaler merchants, then sold the finished product for profit in distant markets.4

Two changes in labor organization brought cottage industry closer to the social structures associated with the Industrial Revolution and industrial capitalism in the West. The centralized artisan workshop gathered many artisans together under one roof. Although each artisan continued to perform the entire production process from start to finish individually, the concentration of labor later allowed the capitalist to invest in machinery that would speed up production. Another innovation was the division of the production process into several stages, each accomplished by a different household or group of households under the cottage industry system. When

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this division of labor was combined with the centralized workshop, the next logical step was the factory.⁵

Sidney Pollard points out that manufactories, or "proto-factories," developed simultaneously with the putting-out system. Some of these manufactories used the labor organization described above as centralized workshops. Others used the "modern" division of labor in which workers, or groups of workers, accomplished each step of the production process in an assembly-line.⁶ He notes that protoindustrial labor was primarily involved in the textile industry, whereas the manufactories produced paper, glass, and pottery. Larger, more complex organizations were found in mines, shipyards, and breweries.

Paul Hohenburg claims that the scope of protoindustrial development was more revolutionary than subsequent technological advances. He notes that protoindustry flourished in many regions of England in 1800.⁷ Certainly, if the manufactory organization described above developed before steam power was applied to mass production, then this change in labor organization cannot be attributed to the use of steam power and the technological development of the Industrial Revolution.

The development of protoindustry in England contributed to several demographic changes that subsequently led to urbanization and

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industrialization. Cottagers participating in the cottage industry often did not continue their work as farmers. At the same time, developments in agriculture and enclosure allowed for higher agricultural production while the cottage industry took up the labor slack. However, increases in the population resulting from affluence and better nutrition, together with new agricultural techniques requiring less labor, contributed to a labor surplus, and many workers were forced off the land. These workers migrated to the cities looking for employment and contributed to the urban labor surplus, becoming the proletariat of industrial capitalism.

In Tokugawa Japan, protoindustry existed in several forms. Rural households participated in the protoindustrial system in two fashions. Many households produced textiles, paper, pottery and other products as a form of agricultural by-employment. These villagers were farmers who either produced these market products in their free time, or divided their labor so the men worked the fields and the women manufactured the product. The latter division was common for cotton textile production.

Another form of production was what I term village based cooperative industry in which a number of villagers, all the men for example, cooperated to manufacture a product in a factory style production. The villagers in this case pooled their capital to invest in the necessary tools, or received capital investment from wholesaler merchants. Their profits were presumably divided according to the number of shares the household of each worker held.

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8Henderson, The Industrial Revolution in Europe 1815-1914, 5-6.


in the village shareholding association which could be termed the village corporation. I regard this system as loosely based upon a protoindustrial "putting-out" system in which wholesaler merchants "put out" to village units instead of households.

In both of these Japanese forms of rural protoindustry, participating cottagers did not stop farming, nor were they forced off their land. I show in this dissertation that unlike early industrialization in England, which was fueled by labor surplus, early industrialization in Tokugawa Japan was shaped by labor shortage.

The literature regarding labor, capitalism and industrialization in Tokugawa Japan resembles the tale of the blind men trying to describe the elephant. Various scholars have approached the task from various directions and have produced a wide variety of results. Tokugawa society has been described as feudal, pre-modern and early modern, while the economy has been called feudal, pre-industrial and protoindustrial. These judgments have been based upon a variety of interpretations, some of which derive from Western theory. However, little research has focused upon the overall organization of labor in Tokugawa business, even though the organization of labor plays an essential part in much of Western theory, and labor has not been given the consideration it deserves as one of the basic structures of Tokugawa society.

The classic definitions of feudalism generally agree that the lord-vassal relationship is the most important relationship in a feudal society and essential to it. However, Joseph Strayer and Rushton Coulborn point out that the

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lord-vassal relationship may also be of great importance in a society that is not feudal.\textsuperscript{12} The lord-vassal relationship is a personal agreement between two men in which the vassal promises loyalty, obedience and military service in exchange for the lord's promise of protection and maintenance. Most definitions agree that the usual form of maintenance in the feudal agreement was the fief, also called a service tenement.\textsuperscript{13} Some scholars claim that a society was not feudal unless maintenance nearly always took the form of a fief and not a stipend, wage, or other substitute.\textsuperscript{14}

In the classic definitions, a feudal society is always agrarian. Agriculture is either the main source of wealth or the only source of wealth.\textsuperscript{15} Moreover, all the definitions agree that the use of the fief, and therefore feudalism, was the result of an economy with little commerce and little or no monetary circulation. Carl Stephenson points out that feudalism decayed with the development of a money economy, commercialization, and urbanization. The other definitions also appear to view feudalism as incompatible with these developments.\textsuperscript{16}

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The above definition contains the essential points upon which scholars discussing feudalism generally agree. There are other aspects in which they do not agree. Ganshof, for example, writes about feudal hierarchy whereas Bloch claims that feudal society was not hierarchical, but simply unequal with no rigid hierarchy.\textsuperscript{17}

Scholars who describe Tokugawa Japan as feudal define the relationship between shogun and daimyo as a lord-vassal relationship and the domain (or han) as the fief bestowed upon the daimyo for maintenance. Having thus established Tokugawa society as feudal and therefore, by definition, agrarian and non-commercial, some of these scholars focus almost entirely upon agricultural labor in Tokugawa society. William Lockwood, for one, claimed that there was little trade beyond rice and some luxuries.\textsuperscript{18} Labor in the merchant houses is considered to be small scale and of little influence upon the greater society. Charles Sheldon, for example, regarded merchant houses as small family businesses employing only one or two apprentices at a time. He described these apprentices as essentially hired from within the kin group, the local neighborhood, or the trade association, which he termed a guild.\textsuperscript{19} At the same time, other scholars, using arguments in Marxist theory, claimed peasant hardship from feudal exploitation caused many peasants to be forced

\textsuperscript{17}Bloch, \textit{Feudal Society}, 443; Ganshof, \textit{Feudalism}, xv.


off the land. However, there was little discussion of where these peasants went or how this labor force was later organized or exploited.20

All of the classic definitions agree that a feudal society did not have a money economy and that feudalism is incompatible with commercialization. Industrialization is not mentioned in these definitions because "feudal industry," except on a very small scale for a luxury trade, is an impossibility by definition. After all, industrialization requires commerce and a money economy, and is generally associated with urbanization, all of which cause the decay of feudalism. All of the data used for this dissertation attests to a money economy as well as commerce, and I argue that the Tokugawa period is one of industrialization. These findings, in turn, show that Tokugawa society could not have been feudal according to the classic definitions.

Scholars taking the pre-modern and pre-industrial interpretation see commercial labor as relatively small scale. They recognize the existence of manufacturing, but this too is considered to have been very small scale and essentially organized as domestic by-employment.21 Major merchant houses such as Mitsui and the various merchant houses from Omi province are considered aberrations by these scholars. Nevertheless, they point to these


houses and their activities as precursors for Meiji industrialization in support of modernization theory.

As the Western theoretical debate regarding industrialization began to focus more and more upon a long, slow process beginning with protoindustrialization, this theory too has been applied to Japan as part of the modernization theory. Scholars using this theory point to domestic employment and a thriving cottage industry for cotton and silk textile production. They also present evidence for a large migrant labor or *dekasègi* population that brought additional income as well as social, economic and cultural ties into the villages of rural Japan. Having pointed out the benefits of this large labor force and the opportunities for cottage industry, these scholars have not further examine where this labor force went to work. They recognize the existence of manufacturing, sometimes on large scale, but little research has examined the scope of such labor and how it fit into the overall structure of society.

Even though demographic issues such as migrant labor, geographic mobility, and hiring patterns are important to many of the above arguments, there is surprisingly little research on the demographics of contract labor. In this dissertation I investigate the following questions using statistical and textual analysis of contracts: From where did the labor for Tokugawa enterprises come? Who were the workers? How did they find contract

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employment? Who were their guarantors? What was the guarantors' relation to the workers and to the employers? What was their role? If there were differences in hiring practices, what were they and what were their basis?

**Labor Organization in Business and Industry**

The overall organization of labor in larger manufacturing enterprises is rarely addressed in the literature. In particular, scholars have largely ignored the relation between contract and non-contract capitalist labor. I say capitalist labor because I do not mean nonproductive servile labor such as household servants, although data regarding household servants is sometimes mixed in with the business data. Much of the research on labor has focused on merchant houses, and research on manufacturing has focused only upon labor in the production process. But some Tokugawa manufacturers had their own multiple retail shops, provided for their own market transport, and often profited in diverse areas of business such as banking, dyeing, real estate, and public transport. This type of large diversified business implies an organization more complex than a small family business or single proprietorship which is a common description of Tokugawa business. This organization and the dichotomy between contract and non-contract, or casual labor in these larger Tokugawa enterprises requires examination as well.

Labor organization has not been entirely ignored, however. In the 1930s, Japanese scholars of the Otsuka school, who were influenced by Weberian theory, focused upon "manufactures" and their possible existence during the Tokugawa period. During the postwar years Japanese scholars first tended to take a pessimistic view of Tokugawa economic history. But the findings of the modernization school encouraged some scholars to take a positive view and gave industrial history a legitimacy it had not achieved
previously. Numerous studies have been made of the cotton and silk textile industries, but less attention has been paid to other industries. Yunoki Manabu has written many studies of the sake breweries in Itami, Ikeda and Nada, examining brewery labor for the division of labor specifically in the production process and the scale of production. However, production labor was only one small part of the overall labor organization for breweries that included multiple retail shops, handled their own shipping and transport, and did business on the side in real estate and money lending. Other scholars have used the same method for other industries as well, such as paper making and safflower processing.

A similar effect can be seen in the research of the merchant house. Mito Tadashi, for example, argues that the merchant house was essentially different from the family business discussed by Max Weber, but Mito treats the two organizations as identical after arguing their differences. There are, of course, certain similarities in the household communism Weber described for the merchant houses of Northern Italy and the business houses of Tokugawa Japan. Nakano Takashi, however, clearly points out the essential differences in the two organizations and goes on to discuss merchant federations. Perhaps the main difference is the council of directors that developed in Tokugawa business houses. This council had the power to remove and disown the head

\[\text{26Kodama Kota ed., Sanyoishi II (Tokyo: Yamakawa Shuppan, 1984).}\]
\[\text{27Mito Tadashi, Ie no Ronri (Tokyo: Bunshido, 1992).}\]
of the house, and to adopt a capable successor from outside the house if necessary.\textsuperscript{29} Other scholars have chosen to stay with case studies of individual houses or groups. There are excellent studies by several scholars of the merchant houses of Omi province, and Yasuoka Shigeaki has written equally good case studies of Mitsui and Kônôike house management.\textsuperscript{30}

More recently a group of scholars led by Hayashi Reiko have been researching the history of soy sauce brewing. Several scholars in this group have written excellent studies of soy sauce brewery labor, noting not just the brewing process and the division of labor, but the skill requirements, the origins of the workers and the methods the breweries used to keep track of newcomers.\textsuperscript{31} Nevertheless, little effort has been made to fit these results into the larger business or social context, or to find a new interpretation of Tokugawa society.

In the West, factory organization facilitated mechanization and is often regarded as the main new labor organization of the Industrial Revolution. Mechanization, however, was often a result rather than the cause of factory production. During the Tokugawa period, factory-like production developed in a primarily wooden technology prior to mechanization. I argue that much of Tokugawa production qualified as factory production because the production workers in many enterprises met the definition of factory workers rather than artisans.


Although artisans and factory workers have many similarities, and many factory workers began as artisans, there are some basic differences. An artisan owns his tools; the employer owns the factory worker's tools. Consumers evaluate the individual skill of the artisan, but the quality of a factory product depends upon the group, so the factory is evaluated for quality, not the skill of the individual worker. The artisan possesses all the skills necessary to produce the product, and these skills were gained only after several years of training, often through apprenticeship. The workers in a factory, however, cooperate to produce the product with no single worker possessing the necessary skills for the entire process. Much of the work may be simple, making on-the-job training possible because skilled workers work together with the unskilled. Moreover, an artisan controls the pace of his labor, taking breaks or vacations when he wishes, whereas the factory management determines the work pace and rest breaks of factory workers.\(^3\)

Casual laborers in Tokugawa Japan were usually farmers who used whatever free time they could spare from their agricultural labor to earn money in a manufactory. Seasonal workers were common because farmers used their agricultural off season for factory work. Workers found employment by the day, several days or a month and were paid accordingly, usually by the number of days they worked.\(^3\) These workers were unskilled or semi-skilled and did not own the tools of the trade. Instead, they used the tools provided and followed the instructions of the supervisors who were the

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experts in the production process. I find that these casual laborers meet the definition of factory workers.

The combination of casual labor in production and contract-labor used as production experts and management labor, together with diversified businesses, leads me to claim that larger Tokugawa enterprises had a complicated management hierarchy that met the definition of managerial capitalism. Alfred Chandler's theory of managerial capitalism is based on the twentieth century emergence of big business and the bureaucratic management structure it uses. In managerial capitalism, basic decisions concerning the production and distribution of goods and services are made by teams of salaried managers with little or no equity ownership in the businesses they manage. Chandler contrasts this business organization with smaller businesses, often family businesses or single proprietorships, in which the owners manage the business and make all the important decisions. He theorizes that salaried managers and a managerial hierarchy became necessary only with developments accompanying the advent of big business.34

Managerial capitalist labor organization arose in the United States and Europe as the direct result of at least two developments in business expansion. One such development was the expansion of a shop into a chain store. Managers were required for each shop in the chain, and the central, or home office needed a hierarchy to coordinate the multiple stores in the chain. Another development was the forward or backward integration of various parts of the production process from raw materials to sale of finished product. A manufacturer integrated back to ensure a continuous supply of the raw

materials needed for production, and integrated forward to control advertising and sales, sometimes investing in franchise shops specializing in his product. He then needed managers to oversee the supply of raw materials, advertising, and sales as well as manufacture. Chandler assumes these developments belong to the period after the second Industrial Revolution, or the development of mass transport, mass communications, and mass production by mechanized assembly-line.35

Tokugawa businesses also expanded by establishing branches that eventually formed chains similar to franchise chains. Larger manufacturers, such as sake and soy sauce breweries owned some of the land that supplied their raw materials, brewed or manufactured their products, transported them to distant markets and established retail shops to sell their products and the products of other manufacturers. Unlike Chandler's theory, this kind of backward and forward integration developed in Japan without the technological advances of the first and second Industrial Revolutions.

**Labor, Labor Contracts, and Society**

The topic of labor-management relations, or simply employee-employer relations if one ignores the larger enterprises, includes a number of questions for which there is little or no research in either English or Japanese. What was the legal basis for the labor contract and the contract relationship? What actually happened when problems occurred? Was there a difference between the contract agreement and reality in this respect? What was the nature of the relationship?

35Chandler, “The Emergence of Managerial Capitalism,” 479-492.
Merchant ideology provides some insight in answer to these questions, and Gary Leupp has used contemporary literature by Ihara Saikaku and Chikamatsu Monzaemon for another approach to understanding the labor-management relationship. But ideology only presents the ideal as the employer and society envisioned the relationship ought to be, and popular literature similarly caters to the popular perception of the relationship. Moreover, Leupp frequently cites the work of Ihara Saikaku for his graphic images of urban life, but Saikaku died before written contracts were required. Even official legal records of praise or punishment used by Leupp reveal only the extremes deemed worthy of public recognition. What about the common, normal reality? And what hidden assumptions were behind the actions taken in contrast to the stated ideology?

One way to approach these questions of labor-management relations is analysis of contract text. I also examine miscellaneous documents that include letters of apology, thanks, debt, business reports, and requests for rehire from worker to employer. These documents are invaluable windows to the realities of labor-management relations. Labor contracts during the Tokugawa period took the form of letters of guarantee. The contract was a letter from the employee and his guarantors to the employer guaranteeing that the employee would serve the employer according to the terms of the contract.

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During much of the seventeenth century, contracts were verbal agreements between the employee, his parent, the guarantor(s) and the employer. Employers frequently paid wages in advance and apprentices often worked an extra year to repay the cost of their upkeep during their training. This verbal agreement was effective when all parties to the contract were related or well known to each other. During the rapid urbanization of the seventeenth century, however, these contracts increasingly became agreements between strangers and therefore difficult to enforce. Numerous scams designed to cheat the employer out of the labor he paid for caused the government to take action by enacting various laws aimed at controlling such practices. One such law enacted in 1698 required written rather than verbal contracts. This legal background defined labor contracts as a means to protect the employer from possible illegal action and loss caused by the employee. This definition, in turn affected the structure of labor contracts.

The written contracts of the Tokugawa period shared a common structure. Each had three basic sections of text, followed by other contract formalities. The first section usually identified the employee and set the basic terms of the contract. The second section guaranteed that the employee was an honest, Buddhist person who would obey government laws and house regulations. The third section explained the prohibitions and penalties applied to delinquent employees. The employee, as well as a combination of people in both kin and non-kin relations to the employee, dated, signed and witnessed the contract at the end of the text. Finally the contract was addressed to the head of the business or the person ultimately responsible as employer. Sometimes the employer later added postscripts noting changes in the

witnessing guarantors, their addresses, the employee's name, or other pertinent information.

The contract format I have outlined above was a product of both the legal history of contract labor in seventeenth century Japan and the assumptions of Tokugawa society regarding the contract relationship. At the same time, there were variations in the contracts specific to each business. These variations sometimes reveal the prejudicial attitudes of the employer. The contracts of the Noguchi dyeing business in Kyoto, for example, guaranteed that the employee was neither a masterless warrior nor the child of one. Other variations reveal efforts to prevent problems that occurred in the history of a particular business or industry. Thus the contracts of the Konishi sake brewery include prohibitions against gambling.

Although the text could vary greatly from house to house, the contracts within each house followed consistent formats. The phrasing sometimes differed in minor points, such as the degree of formality or the choice of vocabulary. Nevertheless, the contracts of a house were nearly identical in essence, which greatly facilitated the deciphering process. Some collections included sample contracts that served as models for the others. The variations presented here, therefore, do not represent individual variations, but variations between houses.

**Data and Methodology**

For data, I have collected more than three hundred contracts and more than one hundred other miscellaneous documents from twenty-three Tokugawa businesses in central Japan. Comparison and analysis of the contract texts gives a picture of the legal contract relationship that may be somewhat different from some previous assumptions. Statistical analysis
provides evidence for the scope of the contract labor market, hiring practices, guarantors and the effect the guarantor requirement may have had on employment prospects.

Kyoto, the smallest of the three great cities of the Tokugawa period, has not attracted much attention from scholars engaged in economic research. Instead, scholars have understandably focused on Edo, the huge political center with a population of over one million, and Osaka, the economic center of Western Japan with major port facilities. Kyoto was undeniably a cultural center, home of the imperial court, numerous temples and shrines, and equally numerous scholars, doctors, and artists of various professions. Nevertheless, Kyoto was an industrial center as well. Silk textiles from the Nishijin weavers were a prized luxury item. Kyoto also boasted local sake and soy sauce brewers' organizations and a pottery industry. And Kyoto was the nearest major city for many people migrating from northwestern Japan in search of work.

I chose Kyoto as the urban center for this research partly because it was not as economically important as Osaka or Edo, and partly because I perceived a hole in existing research which has tended to focus upon Osaka and Edo. Because of the nature of Edo and Osaka, the migration of people from many distant parts of Japan in search of work to these cities is not surprising. If I can show the labor sources for Kyoto and other towns and villages in central Japan, however, it will reveal a broader picture of the employment opportunities and labor migration in general. Nevertheless, this data and analysis is limited to central Japan. The demographic, agricultural, and industrial development of northeastern Japan and southwestern Japan were different, so I cannot make any claims for those regions at this time.
I am using 327 contracts collected from twenty house collections as the basis for the contract analysis. The contracts span 159 years from 1714 to 1873. In addition, I have a registry of 52 laborers from the temple town Tondabayashi recorded in 1672. The entries in this registry give no information as to guarantors, witnessing patterns, or the sex of the workers so I cannot use the data for all my analyses. However, the demographic data given in the registry provides a useful seventeenth century comparison to the later contract data.

Nineteenth-century contracts outnumber eighteenth-century contracts by a ratio of about two to one in my collection. This imbalance is the result of numerous factors beginning with differences in document age and does not reflect any differences in the scope of business between the two centuries. Older documents, of course, have had longer exposure to the elements and the possibilities of natural damage from worms, mold, mildew, or other disasters. Fire demolished much of Kyoto in 1788, which may explain the relatively small number of Kyoto contracts predating the fire. Table 1.1 shows a decade by decade breakdown of the contracts. I have only a few contracts from the earliest decades, so I have grouped them together for a more balanced comparison. The first eleven contracts are dated 1714, 1717, 1723, 1726, 1729, 1730, 1732 (two contracts), 1733, 1738, and 1739. I only have two contracts from the decade 1870-1879, so I have grouped them with

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39 Archivists in Fukui, Gifu, and Mie prefectures tell how old documents were melted down to provide the raw materials to make new paper when there were resource shortages, or were used to cover doors, line sake and soy sauce barrels, make string, or even as toilet paper in times of paper shortages. I have seen some documents that had their reverse side used as scrap paper for children to practice lessons on.

the contracts from the previous decade. These two contracts are dated 1870 and 1873.\textsuperscript{41}

As table 1.1 shows, some decades have more contracts than others. This distribution is partly the result of the business histories of the houses supplying the data contracts and partly due to data lost by fire or other disaster. The Sugiyama house, for example, expanded its brewery production

\textsuperscript{41}Dates during the Tokugawa period followed a lunar calendar with adjustments of leap months. I have used chronological tables to translate the years into the Western calendar, but I have left months and days in the original as their precise translation would not add to this dissertation.
and labor force during the years 1741-58. Thirty-two of the contracts from these years belong to the Sugiyama collection. Similarly, the Endo house expanded its labor force during the years 1829-41. Fifty of the contracts from these years belong to the Endo house. The Konishi house also expanded its business during this decade and opened a second Edo shop in 1832. Nine contracts from the decade 1830-39 belong to the Konishi house of which six represent clerks sent to Edo.

Geographically, I have 204 contracts from Kyoto and 123 contracts from rural towns and villages in central Japan. Only thirty-two of the Kyoto contracts were written during the eighteenth century as compared to seventy-seven from other areas. On the other hand, 172 Kyoto contracts were written during the nineteenth century as compared to forty-six contracts from other areas. With this kind of distribution, employment patterns and practices that seem to change over time could be a reflection of geographical differences. Nevertheless, there are contracts from each geographical category spread throughout the sample period, so both temporal and geographical analyses are viable.

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Figure 1: Map of Central Japan and Data Sources.

This map shows the provinces of Central Japan and the cities and villages that are the sources for the data set.
The 123 contracts from outside of Kyoto are taken from six rural based businesses. Two of these businesses were based in castle towns, one in a temple town and three in smaller villages. Two of the villages were within a day's walk from Kyoto to the west in Tamba province and the third was in an isolated part of Echizen province. Because the Tamba villages were so close to Kyoto, their hiring practices may have been influenced by those of Kyoto. I have eighty-one contracts from rural towns and forty-two contracts from villages, of which twenty-six came from villages in Tamba. The contracts from each of these areas, with the exception of the temple town Tondabayashi, span both centuries. Therefore the data should reveal geographical differences and changes over time (see figure 1).

Although these businesses were based in rural towns and villages, four of the six businesses were selling their products in the big cities of Edo, Osaka and Kyoto. At least one employee from Tatsuno in Harima province was sent to work in Kyoto and many of the employees hired in Itami in Settsu province were sent to Edo or Osaka. With the size and scope of these businesses, there might not be any differences between urban and rural practices.

Differences in industry or type of business could also result in differing hiring practices. I have divided the contracts according to the industry or type of business of the employer as follows: 1) sake and soy sauce brewers, 2) textiles, 3) dye and safflower products, 4) other craft manufacture such as lacquerware, and 5) other employment. I have made a distinction between the dye and safflower industry and the textile industry. Although safflower was used to produce textile dyes, it was also used to dye paper and make red ink, cosmetics and food coloring. The two industries, while related, used different materials supplied from different regions and should be considered separately.
Furthermore, separation allows examination of both similarities and differences in their hiring practices.

The category "other craft manufacture" includes paper, lacquer ware, incense, and measuring cup manufacture. The paper manufacturer was located in Echizen. Sixteen of the twenty-four contracts in this category are from the Echizen paper business. I have used the category "other employment" as a catchall for all other contracts which include fourteen wet-nurse contracts and contracts from an oil shop, a fish broker, an import shop and a shop in Tamba called a malt or yeast shop.44

I use these categories carefully. With ninety-four textile contracts, eighty-one brewer contracts, fifty-nine dye and safflower contracts, thirty-seven other general contracts, thirty-two carpenter contracts, and twenty-four craft manufacture contracts, the categories are not balanced. Furthermore, all the brewer contracts are from rural towns and all the textile and dye and safflower contracts are from Kyoto. A further complication is that all textile contracts except one are from the nineteenth century. On the other hand, there is enough overlap that industrial differences should be easy to distinguish from geographical differences, because there are other industries besides brewing in the rural areas, and other industries besides textiles in nineteenth century Kyoto.

The sample of 327 contracts includes one hundred women, of which fourteen were wet-nurses or nannies (uba), and 227 men. These men and women were of varying ages from 11-50, came from various places and classes, and both genders worked for both rural and Kyoto businesses.

44 The shop name was Kōjiya. Obunsha’s Comprehensive Japanese-English Dictionary (Tokyo: Obunsha, 1995) 534, translates kōji as both malt and yeast, and it is an essential ingredient to brewing sake.
In this dissertation I explore industrial and commercial labor as a social as well as an economic structure. And I ask what implications this structure has for understanding Tokugawa society. I use three lines of analysis to reach my conclusions.

In chapter two I examine the economic structures in society as revealed in the organization of labor in commercial and manufacturing enterprises. By exploring the structures of the businesses and industries in my data, I show the economic continuum of Tokugawa society with various types of capitalist and industrial organization coexisting.

In chapter three I analyse the demographic aspects of contract labor. I consider the workers, their guarantors, and how workers found employment. Through this analysis I show the scope of employment opportunities available in central Japan, and hiring and migration patterns. The results of this analysis reveals a dynamic society of great social and geographic mobility and signs of a growing labor shortage and population stagnation.

In chapter four I consider labor-management relations. My analysis shows the consequences of a labor shortage in a society with expanding labor opportunities and how these circumstances shaped the social and legal relations of society.

In the concluding chapter I consider the implications of my findings for interpretations of Tokugawa society and later economic and social development. I further consider western theories of labor, capitalism and industrialization. I argue that industrialization should not be defined by technological change and that the structures of capitalism do not necessarily develop in consecutive, predetermined stages.
Chapter 2: The Organization of Labor and Industry

In this chapter I examine the organization of labor in Tokugawa commercial and manufacturing enterprises and the economic forms of their respective industries. I find that Tokugawa industries formed a continuum of capitalistic forms from classic protoindustry to the diversified managerial capitalism of modern big business.

Tokugawa enterprises employed a combination of contract and non-contract labor which matched their needs for skilled and semi-skilled or unskilled labor. These needs were determined in part by the production process, the organization of production labor, and the size of the business. Again, the combination of contract and non-contract labor formed a continuum ranging from relying entirely upon contract labor to relying almost entirely upon non-contract labor for production.

Several scholars have detailed the structure of the Tokugawa merchant house, which was loosely based upon the stem-family. A stem-family consists of two or more generations under a house-head. The key factor that distinguishes the stem-family from other family structures is inheritance. All of the capital and responsibilities of the family are passed to one person, usually the eldest son of the house-head. Frequently younger siblings of the successor may be rotated out of the family by adoption, fostering, or — if the family has sufficient capital — by encouraging these collateral members to establish independent branches.

In the Japanese form of the stem-family during the Tokugawa period, distant-kin and non-kin were sometimes adopted to become the successor when the house-head had no children or no sons. Some were adopted as husbands to daughters of the house-head. House servants, however, were not
generally eligible for inheritance, although they may have been family members in every other sense.

The merchant or business house represents an adaptation of this structure to corporate needs. Therefore, I will begin with a description and discussion of the merchant house and its variations for smaller and larger enterprises and artisan houses. This organization formed a framework that was highly visible because it was based upon the stem-family and easily adaptable to the needs of manufacturing.

Next I will analyse the industrial and labor structure of four industries in the data set: textiles, paper, safflower products and dyes, and brewing. I chose these industries because the data from these industries shows the full range of economic and labor organizations on the two continua I described above. The other enterprises in the data fall within the continua thus described.

Finally, I consider the implications my findings have for understanding Tokugawa society at large.

**Merchant House Organization**

The standard labor hierarchy for a merchant house was to begin as an apprentice (*detchi*) at around age thirteen and graduate to become a *tedai* clerk at about age eighteen. A worker performed various tasks as a clerk until he became the leader of the shop labor at around age thirty as the *bantō*. At that time he was eligible to live independently and could either commute to work at the main shop or set up a semi-independent branch business (*bekke*). He usually married at this time, was provided his accumulated wages and loaned the capital necessary to set up a branch, if that was his choice. If he
became the director of a branch establishment (*shihainin*) he also became eligible to join the council of advisors to the house head.45

The council that advised the house head was called by various names in different houses: *rōbun* (the elders), *shihaininchū* (the directors), and *honke shihainin toshiyori* (the directors and elders of the main house) are some of the terms found in the data. The council was typically formed to set policy. No single member had sole, autocratic jurisdiction over any one store, or the right to set up a new branch, not even the head of the house.46

When the Endo house hired a drifter, Shōhachi, in 1823, he wrote a letter of thanks instead of the standard letter of guarantee. His letter was addressed to Hiranoya Chūbei and Zenbei, both of whom appear together and separately as the addressees for many other Endo apologies and letters, together with a third director Mohei and the head of the house Endo Yasaburo.47 I presume that they formed the advisory council of directors of the Endo house at that time.

When Magoshichi of the Hakutsuru breweries was fired for illegal actions, the document was signed by the house head Jihei, his wife Yusa, and seven other people I presume to have been the Hakutsuru council of directors and elders. Three of the people thus listed — Risuke, Shōbei, and Heizō —


were instrumental in having Magoshichi forgiven and rehired half a year later.48

The wife of the house head was an important member of the management hierarchy. She was in charge of training the younger apprentices and, as Yusa of the Hakutsuru house showed, was a member of the council of elders. Perhaps these responsibilities explain the importance of wet-nurses and nannies as contract-employees, as they relieved the domestic burden of the house mistress. The mistress was also responsible for the basic amenities of food, clothing, and sleeping quarters for the house labor force. The household servants under her thus performed an essential service for the house business.

Under normal circumstances the head of a house would either remain until death or retire voluntarily. However, the council could force the head to retire, or even disown him if the council decided he was acting irresponsibly and was harming the house through his inability. This happened to the Mitsui house federation in 1747.

The Mitsui house council made Mitsui Takami, who became head of the Mitsui house federation in 1741, step down for incompetence in 1747 in favor of his younger brother Takaya. Not only did Takami step down from his position as head of the federation, but he was officially disowned by the house. The final document of the separation, a ridatsu todoke, was submitted in 1756 when Takami accepted 1,200 kanme of silver as compensation for being disowned.49


The house head was the main representative of the house, a leader of the council, and ultimately responsible for the members of the house and their actions. Who was eligible to become the house head? In many cases the eldest or most capable son of the former house head became the new house head. But this was not an automatic choice as shown above. One of the characteristics of the Tokugawa business house was that little distinction was made between close-kin, distant-kin, and non-kin members. If the son of the house head was incapable or unreliable, then someone else was adopted in his place. At such times, or if the house head had no obvious successor, a capable and reliable employee was chosen from among the tedai and adopted to become the successor to the headship.50

For example, Sugiyama Zenzaemon, the head of the Sugiyama house who developed the fortune of the house and improved its sake production, was the adopted son of the former head Shirozaemon.51 Similarly, Fukui Soemon adopted Hisakawa Kanshichirō to become his successor in 1819.52 Kanshichirō became the head of the Fukui house and took the name Fukui Sakuzaemon in 1821 after Soemon retired.53

Women were also eligible for the headship. The Kimura house documents addressed to Sasaya O-Sai in 1807 and to Izutsuya O-Ume in 1793 suggest two women who acted either as house head or interim director of a

50Nakano, Shōka Dōzokudan no Kenkyū, 1:6.


53Kanshichirō took the name Fukui Sakuzaemon and was given care of the house documents when he was recognized as the successor in the tenth month of 1821, "Issatsu no Koto," 10/1821, Fukui collection Nos.1483, 0859, Kyoto Library of Historical Documents, Kyoto.
branch and member of the council. The two shops, Sasaya and Izutsuya were two branches of the Kimura house.

Studies of merchant house organization and labor have given various ages for the start of a contract. Charles Sheldon and Ishii Ryōsuke give the ages 8-10 as typical for new apprentices. The Omi merchant houses, however, typically hired apprentices at about ages 12-13. Yasuoka Shigeaki has found the same to be true for the Shimomura, Kōnoike and Mitsui houses. He notes, however, that older youths were also taken on as apprentices, and sometimes the houses hired adults who had already been trained, although this was rare.

Of course, some contract-workers were not hired as apprentices requiring training for management or other skilled labor positions. Fourteen of the women in the data sample were wet-nurses or nannies (uba). Some others were undoubtedly household servants such as maids or cooks, and yet others were skilled workers who had obtained training elsewhere. The wet-nurse contracts are easy to recognise because they are identified as wet-nurse contracts in their titles. Other contracts are less obvious as I will discuss later.

Only ninety-three of the 327 contracts I collected give the age of the employee in the contract. These ninety-three workers appear to be a random


5.6 Watanabe Morimichi, Ōmi Shōnin (Tokyo: Kyōkusha, 1986) 188; Ogura Eiichirō, Ōmi Shōnin no Keisei (Kyoto: Sanbunrōto Shuppan, 1988) 106.

sample. Their contracts came from fourteen of the twenty-one houses supplying data for this analysis, and only 33.1% of the contracts from these fourteen houses give the age of the worker. I found no geographical nor gender correlation to explain why these contracts give the ages of the workers and the others do not.

This sample consists of seventy-one men and twenty-two women. Forty-three of these employees were in their teens, but the average age for both men and women was twenty. I have analyzed these contracts for sex, employer house and industry, employment period, and changes over time. The results show certain patterns useful to understanding Tokugawa labor.

<table>
<thead>
<tr>
<th></th>
<th>male</th>
<th>male %</th>
<th>female</th>
<th>female %</th>
<th>totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-14</td>
<td>16</td>
<td>22.5%</td>
<td>2</td>
<td>9.1%</td>
<td>19.4%</td>
</tr>
<tr>
<td>15-19</td>
<td>20</td>
<td>28.2%</td>
<td>5</td>
<td>22.7%</td>
<td>26.9%</td>
</tr>
<tr>
<td>20-24</td>
<td>17</td>
<td>23.9%</td>
<td>11</td>
<td>50%</td>
<td>30.1%</td>
</tr>
<tr>
<td>25-29</td>
<td>9</td>
<td>12.7%</td>
<td>2</td>
<td>9.1%</td>
<td>11.8%</td>
</tr>
<tr>
<td>30+</td>
<td>9</td>
<td>12.7%</td>
<td>2</td>
<td>9.1%</td>
<td>11.8%</td>
</tr>
<tr>
<td>N</td>
<td>71</td>
<td>100%</td>
<td>22</td>
<td>100%</td>
<td>93</td>
</tr>
</tbody>
</table>

The sex and age distribution is shown in table 2.1. The largest age cohorts were 15-19 for men and 20-24 for women. The age range for the twenty-two female employees was 12-41. Two girls were twelve years old,
two women were over thirty, and the remainder were ages 15-26. The age distribution for women probably shows the influence of wet-nurses who were in their early twenties, but men cannot be explained so easily. The most common age-at-contract for men was seventeen.

Table 2.2 Age-at-Hire for Kyoto and Rural-based Businesses

<table>
<thead>
<tr>
<th>Age Range</th>
<th>Kyoto a</th>
<th>Matsuya</th>
<th>Other b</th>
<th>Sugiyama</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-14</td>
<td>5</td>
<td>-</td>
<td>12</td>
<td>-</td>
</tr>
<tr>
<td>15-19</td>
<td>10</td>
<td>1</td>
<td>16</td>
<td>3</td>
</tr>
<tr>
<td>20-24</td>
<td>14</td>
<td>6</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>25-29</td>
<td>-</td>
<td>3</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td>30+</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>10</td>
</tr>
<tr>
<td>totals</td>
<td>29</td>
<td>10</td>
<td>31</td>
<td>26</td>
</tr>
</tbody>
</table>

a These figures do not include the Matsuya data.
b These figures do not include the Sugiyama data.

A close examination of the collections supplying these contracts reveals that all but one contract for older workers came from the Matsuya and Sugiyama collections. The ten men working for Matsuya were 19-29 years old, the nineteen men working for the Sugiyama house were 16-50 years old, and the seven women working for the Sugiyama house were 18-41 years old. When I remove the Sugiyama and Matsuya contracts from consideration, the remaining fifty-four contracts that give the age-at-hire of the worker
represent, with one exception, workers under the age of twenty-two throughout the period. The remaining rural based businesses tended to hire teenagers ages 11-19, while Kyoto employers tended to hire young adults ages 17-22 (see table 2.2).

Although there are some later contracts in the collection, most of these Sugiyama contracts were written 1744-1767. Similarly, most of these Matsuya contracts were written 1863-1873. Therefore, changes over time in the age of the worker when hired are not apparent in the 150 year period covered by the data even if they existed. I found no other apparent industry or house related differences.

Age also correlated with contract period as shown in table 2.3. The merchant house hierarchy and the need for a period of apprenticeship to train skilled workers suggests that the longer contracts and many of the open-ended contracts were for apprentices. The shorter contracts could have been for either household servants or workers who already had completed their training elsewhere. Seventeen was both the most common age-at-hire for men and the pivot age for contract length. The seventeen-year-olds represented in the contracts were hired for every period length from one year to twelve years and indefinite periods. Workers younger than seventeen tended to have longer contracts, and workers older than seventeen tended to have shorter contracts. Contracts for workers twenty-three years old and older came almost exclusively from the Sugiyama and Matsuya collections as explained above. I chose the age cohorts in table 2.3 to reflect these circumstances.
Table 2.3 Age and Contract Period

<table>
<thead>
<tr>
<th></th>
<th>11-16</th>
<th>17</th>
<th>18-22</th>
<th>23+</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 mos</td>
<td>1</td>
<td>-</td>
<td>8</td>
<td>13</td>
</tr>
<tr>
<td>1 yr</td>
<td>-</td>
<td>2</td>
<td>10</td>
<td>16</td>
</tr>
<tr>
<td>1.5-5</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>6-9</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>-</td>
</tr>
<tr>
<td>10-12</td>
<td>12</td>
<td>4</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>indef.</td>
<td>10</td>
<td>3</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>totals</td>
<td>26</td>
<td>11</td>
<td>23</td>
<td>31</td>
</tr>
</tbody>
</table>

How does the data from these eighteenth and nineteenth century contracts compare with seventeenth century data? The Sugiyama collection includes a Tondabayashi town registry dated 1672. It records fifty-two townspeople who were working outside of town that year in cities, towns and other villages. The fifty-two entries follow two formats: artisan apprentices called deshi and hōkōnin who were some sort of contract-workers. A comparison of these workers recorded from the seventeenth century and the ninety-three contracts I have for workers with known ages from the eighteenth and nineteenth centuries shows some differences.

In table 2.4 I have put the age-at-hire across the top and the categories labor-type and contract-length along the side. The registry recorded the age of the worker in 1672. If the worker was an apprentice, the entry recorded how many years earlier his apprenticeship began. If the worker was a contract laborer, the entry gave the length of the contract and how many years had been completed. Of course, these workers probably did not have written
contracts, since 1672 predates the legal requirement for written contracts. However, they apparently had some verbal agreement as to length of hire. I hesitate to translate the term hōkōnin as servant because many of the older workers were probably agricultural laborers and there is no way of knowing precisely what work they did, so I call them simply labor. The contract length, of course, applies only to hōkōnin, not artisan apprentices.

<table>
<thead>
<tr>
<th>Table 2.4 Tondabayashi Migrant Workers in 1672 by Age-at-Hire.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor type</td>
</tr>
<tr>
<td>appren</td>
</tr>
<tr>
<td>labor</td>
</tr>
<tr>
<td>Contract</td>
</tr>
<tr>
<td>Length</td>
</tr>
<tr>
<td>1-4yrs</td>
</tr>
<tr>
<td>5+yrs</td>
</tr>
<tr>
<td>N</td>
</tr>
</tbody>
</table>

When I compare table 2.4 to the analysis of the ninety-three laborers above, the 1672 workers were younger when hired than those of the later centuries. I have no contracts for any workers under the age of eleven, but I have many contracts for workers over the age of twenty-five both in Tondabayashi and Kyoto. The 1672 workers were similar to later workers in
contract for less than one year suggesting contract length may have been another change.

In summary, these analyses suggest several tentative conclusions. There seems to have been a change in employment practices from the seventeenth century to the eighteenth century, some time between the 1672 registry and 1726, the date of the earliest contract in the data sample to give the worker's age. No such change is apparent in the contract data spanning the years 1726-1873. On the other hand, these differences may simply be one of sources. The contracts from the Sugiyama house of the same town as the registry are also different from the larger data sample.

The longer contracts tended to be more prevalent in the younger 11-16 age cohort suggesting that employers preferred to train younger apprentices. However, older men and women were not excluded from the longer contracts and the possibility of apprenticeship and training. One possible explanation for the older ages of Matsuya and Sugiyama house workers with shorter contracts may have been a need to hire skilled workers. I address this possibility in the next section.

The largest age cohort for women, 15-24, reflects both the inclusion of ten wet-nurses in the sample and the practice of using employment for premarital training. Wet-nurses were probably necessary in business houses to relieve the responsibilities of the wife of the house head. Employment as a maid, or artisan training in the textile or paper industries which used female labor, was probably a valuable marriage asset for a young woman whether she became the mistress of a business house or used her skills for agricultural by-employment.
The organization of the merchant house loosely resembles the stem-family. The house head and mistress were the father and mother of the family. The retired head was the grandfather. The tedai were the adult children regardless of their kin relation to the head, or its lack. The apprentices were the children of the house and many houses referred to their apprentices as children or kodomo.\(^5\) However, employed members of the house worked for a wage they would eventually receive after completing their basic terms as tedai and they shared neither ownership nor liability with the house head.

The close relation between the merchant house and the stem-family, however, ensured that this framework was widely available and easily adaptable to business needs. Furthermore, strategies developed to ensure the survival of a house business could be adopted for the survival of a stem-family. One example of this was the use of adoption to secure an heir when no direct line heir was available or willing to take on the responsibility.

**Labor Organization in Industry**

**Textiles**

The cotton and silk textile industries of the Tokugawa period are well known as protoindustries. They have probably received the most attention in the research literature, so I will only give a brief description of these industries to show the roles the houses in this data played in them.

The cotton textile industry of the seventeenth and early eighteenth centuries was dominated by urban manufacturers and merchants. Cotton

grown in the provinces was sold to urban manufacturers who carded, spun, wove, and dyed the cotton in preparation for sale. During the eighteenth century, these processing techniques gradually spread to the provinces where cotton was grown, and cotton textile production developed as a village-centered industry by the late eighteenth and nineteenth centuries. Cotton ginning, spinning, weaving and dyeing became a common form of cottage industry, and an open flexible marketing system replaced the former domination of urban merchants. The finished textiles were then sold to urban wholesaler merchants.  

The cotton textile industry of Ise, for example, was a village based cottage industry. The village girls spun the thread and the women wove the cloth as a household cottage industry. Older girls apprenticed to older women skilled in weaving as part of their pre-marital training so that one woman might supervise ten girls in her household as servant-apprentices. The men cooperated in factory style production to dye thread and cloth as necessary to produce the designs in the cloth woven by the women. Mitsui and other merchant houses based in Ise province provided the capital for this industry, and sold the cloth produced by the villagers of the region in their various retail branches established in Kyoto, Edo, and provincial towns in other parts of the country. The Endo house in this data sample also acted as a textile wholesale merchant of this kind, but the house had no apparent exclusive


wholesale merchant of this kind, but the house had no apparent exclusive provincial connection like those of the Ise merchants. They sold silk as well as cotton textiles and court nobles and various daimyo were part of their clientele for tailored products.

The contracts for the Endo house include twenty-eight long-term contracts for men. Postscripts on many of these contracts record when the apprentice took a new name as a tedai. Fifty women were hired on open-ended contracts, twenty-nine of whom were hired over the ten year period 1828-1838 (see table 2.5). Although these women could have been maids, the nature of the Endo house clientele suggests that they may have been seamstresses. This assumption is also consistent with the findings for the Kimura house which trained and employed women weavers.

The Kimura house participated in the silk textile industry of the Nishijin neighborhood in Kyoto. They supplied silk thread to independent weavers and bought their cloth as wholesaler merchant brokers called nakagai. In numerous contracts the Kimura house supplied silk thread to weavers and paid them a weaving fee for the finished cloth. The house also hired wage weavers as shown in an apology from a wage weaver named Uhei detailed below.

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61The house had business connections with villagers in Izumi province as shown by an agreement regarding rapeseed cultivation. Zenzaemon, [to Kyoto Yasaku dono] "Azukari Natane no Koto," 12/1847, Endo collection No. 584.


disobedience and debt together with a report of illness. However, Uhei also worked as a wage weaver for several other houses at the same time. In his apology his work for other houses was mentioned as something that was expected when he promised to continue weaving for the Kimura house. As a wage weaver, Uhei did not own his own loom, but worked in the Kimura house weaving workshop.

The Kimura house also trained weavers, taking them on as both employees and students. Wage weaver Uhei's identification in the above apology was not complete enough to recognize him as the former apprentice Uhei whose parents paid for his upkeep during training, but the two documents may have been for the same person. The Kimura house also contracted workers out to other houses as shown in the complaint regarding a young woman named Oman who was contracted out to Yawataya Kahei and managed to contract with Wakasaya Rihei at the same time.

What was the difference between apprentices employed by the house and students whose parents paid the house to apprentice? I suspect that students had the option of returning to their families and working independently after completing their training. Apprentices employed by the house remained with the house and worked in the workshop or in management.

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house remained with the house and worked in the workshop or in management.

The nature of the Kimura house business as suppliers of silk thread, brokers, weaving workshop managers, and textile retailers required a skilled labor force, which they either trained in-house or hired from outside, and which included both men and women. The Kimura house had at least two shops, Sasaya and Izutsuya. Miscellaneous documents sent from employees to employers reveal a bureaucratic management hierarchy similar to that described for merchant houses above. However, they definitely played an integral part in the protoindustrial system of Nishijin silk textile manufacture. The same is true for the Endo house, although they were less involved in textile manufacture and more involved in retail and tailoring.

<table>
<thead>
<tr>
<th></th>
<th>male</th>
<th>female</th>
<th>totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 mos</td>
<td>1</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>1 yr</td>
<td>-</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>6-9 yrs</td>
<td>1</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>10-15 yrs</td>
<td>30</td>
<td>2</td>
<td>32</td>
</tr>
<tr>
<td>indef.</td>
<td>7</td>
<td>50</td>
<td>57</td>
</tr>
<tr>
<td>totals</td>
<td>39</td>
<td>58</td>
<td>97</td>
</tr>
</tbody>
</table>
same pattern. The six women with one year contracts were wet-nurses for the Endo house. The man with a six-month contract was probably a house servant for the Kimura house. All of the contracts of indefinite length were for the Endo house.

This analysis shows a heavy concentration of female labor and long-term or open-ended contracts for workers of both genders. The Kimura data already has shown that female workers were employed as artisans in this industry. Furthermore, postscripts to the long term Endo contracts record when these workers took new names as *tedai* and sometimes what happened afterwards.

It seems likely that the skill requirements of the textile industry, the nature of the manufacturing process in which the various parts of the process can be widely separated by time, and the existing paradigm of the stem-family as adapted to the merchant house contributed to the organizational form this industry took.

**Paper**

The paper industry represents the next step in the continuum of industrial forms and labor organization. Paper was a common agricultural by-employment in many regions of Japan. In the province of Ise, paper was a village based household industry second only to cotton textiles and limited to winter production.68 Even in Mino province, a center for paper manufacture since the Nara period (715-806), paper manufacture was primarily a village based agricultural by-employment household industry.69 In Echizen

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province, however, the Mitamura house and the five villages of the Otaki district where the Mitamura house was based managed to turn paper manufacturing into a year round, full time industry. The best quality paper was manufactured during the winter months, but poorer grades were also produced in the spring and summer. 70

According to documents of 1742, the Mitamura house employed twenty-seven men and seventeen women as contract-workers for their production labor plus an unknown number of non-contract wage workers. In 1748 the house employed thirty-two men and twenty-one women as their contract-labor force, after which they generally maintained a labor force of fifty workers. The house preferred not to use non-contract casual labor because they feared their production secrets would leak to competing regions, so casual labor was hired mostly for the lowest positions, such as janitor or cook. Paper manufacture was a relatively simple process and the secrets of the Mitamura house production and quality were easily recognizable by anyone who had knowledge of paper manufacturing. Most of their contract-labor was hired from within the Otaki five village district, but the house contracts show that they hired workers from other districts in Echizen province as well. 71

I count seventeen steps to the process described by Kobata Atsushi in his study of Okamoto village which was formed from the five villages of the Otaki district: 1) harvest or buy the paper mulberry, 2) steam it, 3) strip the bark, 4) hang dry, 5) soak in water, 6) stamp on it to remove more bark, 7)


71 Kobata, Okamoto Sonshi, 347-352. See also the contracts in the Mitamura collection and the geographical analysis of the contracts in chapter three of this paper.
strip remaining bark with knives, 8) dry, 9) soak in water to expand, 10) boil with wood coal, 11) rinse, 12) beat on an anvil, 13) rinse beaten pulp in a bag, 14) place washed pulp in trough of water, 15) add soupy rice mixture, 16) dip paper from mix on bamboo slats, 17) remove paper and hang dry. Notice that the purpose of five of these steps is removing every trace of bark or other impurities. The rinsed pulp is dried twice, after which it is soaked in water twice. The "secret" of the Mitamura production process was in the extra care taken to remove impurities. Each trough of mix produced eight sheets of paper at one time and workers at each trough produced 60-70 sheets per day.72

This production also included a sexual division of labor. Women were responsible for the early stages; men for the latter stages. The Mitamura house mansion included nagaya dormitory apartments for their contract-workers and two buildings for the factory. Men and women were segregated in the dormitories and given different break times and meal times. All of the factory workers lived on site.73

By the nineteenth century the Mitamura house acted as brokers for the other manufacturers of the Otaki district as well as selling its paper in Kyoto and Edo and taking orders from all over Japan.74 Mitamura house myōdai were in charge of transporting Otaki paper to the various markets and special order customers.75 One such worker reported his work to the main house in 1763. Unfortunately, he did not do as well as he had expected, so the letter

72Kobata, Okumoto Soushi, 332-333.
73Ibid, 353-356.
74Ibid, 269-325.
75Ibid, 350-351.
was an apology.\textsuperscript{76} Another myōdai of the Mitamura house was in charge of the financial records. When he died, his son continued his work, but did a poor job and was fired. He returned all the records and receipts with his letter of apology in 1757.\textsuperscript{77}

The Mitamura house had several major ongoing contracts. Probably their largest contract was with the shogunate to supply government paper. The size and importance of this contract led the Mitamura house to establish a permanent retail branch shop in Edo to deal with government demands. The branch shop was managed by the leading tedai called the shimari yaku.

As the broker or wholesaler merchant representative for the five village district, the Mitamura house loaned capital to other manufacturers in the district, and was thus in some respects similar to merchant capitalists in the protoindustrial system. In some cases, a small independent manufacturer was forced to work in the Mitamura factory when he could not pay his debts. This method for settling debts was possible because the Mitamura house was also a local manufacturer. Before the house became the broker for the villages in the Otaki district the daimyo of the Fukui domain, which encompassed much of Echizen province, had appointed various merchants to act as the brokers.

The domain was largely interested in ensuring its own paper supply, controlling the domain paper trade, and protecting the paper manufacturers in the Otaki district. The manufacturers needed capital to buy or cultivate high quality paper mulberry, so the domain appointed merchants who could loan the necessary capital. However, the domain did not allow the merchants to


\textsuperscript{77}Kawachiyu Rinemon et al., "Sashiage Mōsu Issatsu no Koto," Cover letter for returned financial records upon being fired, 12/1757, Mitamura collection No. 291-III.
foreclose on any unpaid loans and limited the commission percentage these merchants could make. so many of these merchants went bankrupt after acting as brokers for a few years. 78 When the Mitamura house took over the role, the house could make-up the bad loans in labor and repossessed supplies meaning that the house benefited. At the same time, the house could market the other paper together with its own so its investment in the marketing process was not burdensome.

Again, the Mitamura house participated in the local protoindustrial system as a cottage industry manufacturer and later as a wholesaler merchant. But the success of the house paper products allowed it to expand to a factory type of organization. At the same time, the house easily adapted its stem-family organization to a rationalized management hierarchy to oversee the various aspects of the overall business.

The Mitamura house largely depended upon a skilled labor force usually trained in-house, although they hired trained locals as well. However, the main reason for depending heavily upon trained contract labor was the need to control technical leaks rather than an absolute need for all workers to be trained professionals, and the house hired unskilled workers when necessary to maintain the necessary labor force. 79 After all, much of the process described above could be carried out by unskilled workers. However, any knowledgeable worker could easily recognise that the Mitamura house used more steps to remove impurities from the final product.

78 Kobata, Okumoto Senshi, 269-285.
79 Ibid, 354-356.
any knowledgeable worker could easily recognise that the Mitamura house used more steps to remove impurities from the final product.

Table 2.6 shows the contract period analysed by gender for the sixteen Mitamura house contracts in the data sample. The shortest contract with a stated length was five years so I do not show the shorter periods on the table.

<table>
<thead>
<tr>
<th>Contract Period</th>
<th>Male</th>
<th>Female</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-9 yrs</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>10-12 yrs</td>
<td>2</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Indef.</td>
<td>11</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>14</td>
<td>2</td>
<td>16</td>
</tr>
</tbody>
</table>

The paper manufacturing process required certain steps to be immediately consecutive for reasons of quality control so that the raw materials did not spoil in the process. This concern was the reason why villagers in other regions who manufactured paper as a cottage industry limited their production to the winter months. By doing so they could control the temperature and avoid spoilage. The manufacturers of the Otaki villages including the Mitamura house became full time professional manufacturers because they developed ways to work around these concerns. These concerns were also why the cottage industry production did not break up into steps in
Safflower

The processing of safflower to make reddish dyes, inks, paints, and cosmetics represents another step along the continuum of industrial forms. Safflower was cultivated in many provinces. The flowers were processed after harvesting to produce a small flat cookie shape and sent to safflower wholesalers in the urban centers. Some farmers processed the safflower themselves. Others sold the flowers to a local dealer who would process the flowers for shipment. When the safflower cakes reached Kyoto, they were bought by wholesalers who sold them to various dyers.80

A variety of products were made from the safflower cakes. Red textile dyes were important, but so were red ink, red food coloring, and red cosmetics such as lipstick and blush. The safflower wholesaler Matsuya apparently employed both skilled and unskilled laborers, so it seems likely that Matsuya processed the safflower cakes and sold the products.

Like the Kimura house discussed above, Matsuya accepted students for training as artisan apprentices called deshi.81 The fact that the parents of these students paid Matsuya to apprentice their children implies that Matsuya employed skilled artisan apprentices for safflower processing. In another document, Matsuya offered two ryō of gold to Tōsuke, one of their wage laborers, to join their house as a contract-worker. This document shows that Matsuya also employed casual labor for safflower processing and Tōsuke had

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81 Nishimura Gen'emon sent his foster son Gennosuke to Matsuya for a three year apprenticeship in 1863. In his letter, Gen'emon noted that he had agreed to pay ten monme for Gennosuke's care and reported that he had added one ryō of gold to the agreed amount. He also gave Gennosuke five mai of silver (215 monme). Nishimura Gen'emon et al., "Issatsu," Apprentice agreement, 12/1863, Matsuya collection No. 178, Kyoto Furitsu Shiryōkan, Kyoto.
laborers, to join their house as a contract-worker. This document shows that Matsuya also employed casual labor for safflower processing and Tōsuke had shown a skill Matsuya valued. The implication was that he had already gained training in some form, either by an apprenticeship somewhere else, or by picking up skills as he worked as a casual laborer for various dyers over an extended period of time. The casual laborers were probably largely unskilled or semi-skilled and simply followed the instructions of the skilled artisans in the manufactory. When a skilled worker like Tōsuke appeared, they offered him a contract.

Table 2.7 Matsuya Gender and Contract Period

<table>
<thead>
<tr>
<th></th>
<th>male</th>
<th>female</th>
<th>total</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 mos</td>
<td>17</td>
<td>1</td>
<td>17</td>
</tr>
<tr>
<td>1-9 yrs.</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>10-12 yrs</td>
<td>5</td>
<td>-</td>
<td>5</td>
</tr>
<tr>
<td>indef.</td>
<td>3</td>
<td>-</td>
<td>3</td>
</tr>
<tr>
<td>totals</td>
<td>25</td>
<td>1</td>
<td>26</td>
</tr>
</tbody>
</table>

Matsuya was not satisfied to wait for the safflower cakes sent to Kyoto by provincial producers. Instead, Matsuya tedai went to the provinces to find

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Matsuya shows a management structure similar to the Endo house in its business practices and similar to the Mitamura house in its labor. Table 2.7 shows the Matsuya contracts by contract length and gender. In the previous section I showed that Matsuya employees tended to be older than those of most other houses. This table shows also that many Matsuya employees had shorter contracts as well.

Matsuya's labor force was largely male. The one female employee represented in the Matsuya contracts was most likely a maid. These findings are consistent with the findings for the indigo dye industry of Matsuzaka which was also heavily male. The employees with long or open-ended contracts were probably either skilled technical workers or part of the management hierarchy. The men with shorter contracts were most likely skilled workers who gained their training elsewhere like Tōsuke above. If they came to Matsuya as casual laborers and Matsuya hired them on contract for their skill, they probably had backgrounds unknown to Matsuya, giving the house little reason to trust them. The short seasonal contracts could be extended indefinitely if Matsuya wished to keep them on, but allowed Matsuya greater workforce stability in regards to skilled labor than if these workers had remained casual laborers.

This use of both skilled artisan labor and unskilled, or semi-skilled, casual labor in production brings the Matsuya production one step closer to a factory. Furthermore, like the Mitamura house, Matsuya's participation in the production process as well as the wholesale and retail part of the industry takes the house another step away from the protoindustrial system. There is little data in the sample regarding the details of the Matsuya business hierarchy except that they had tedai and the safflower trade association included the myōdai representatives of other houses. It is probably safe to
assume that Matsuya too had a management structure similar to that of other houses.

Brewing

The brewing industry appears to be at the top of the industrial continuum of the Tokugawa layered economy. The data sample includes data from four breweries of various sizes. One brewery produced both sake and soy sauce, and the other three produced mainly sake. Three of these four breweries remain in business today.

The average labor force of sake breweries in Itami, Ikeda, and Nada — the three main sake brewing districts in the Kobe and Osaka area — was an average of forty workers per day during the eighteenth century and grew larger in the nineteenth century. The brewery labor force was headed by the toji or main brewer who had full responsibility for the brewing process, followed by the kashira or assistant brewer and the emon who was responsible for the yeast. Two other important positions were the motomawari who was responsible for the fermentation process and the kamaya who was responsible for steaming and cooling the rice. These five workers needed the knowledge and skills of the brewing process. The remaining workers merely followed their orders.84

Although a brewing house might supply the five major brewery positions from within the immediate family, many houses may have found it more practical to train apprentices for these key positions within the main house. Hakutsuru apparently followed this practice. Magoshichi, the director of a bekke or semi-independent branch of Hakutsuru, secretly brewed sake on

Although a brewing house might supply the five major brewery positions from within the immediate family, many houses may have found it more practical to train apprentices for these key positions within the main house. Hakutsuru apparently followed this practice. Magoshichi, the director of a *bekke* or semi-independent branch of Hakutsuru, secretly brewed sake on the side using rice spilled from the bag and steamed rice stuck to the sides and lid of the rice steamer, and pocketed the profits. He could not have brewed this sake in secret if he had not been trained in the brewing process. So, although he had become an important member of Hakutsuru management, he had probably spent a portion of his career as part of the brewery labor.

Sake brewers generally produced only during the cold months of the year for temperature and quality control. Production usually lasted 130 days, including the time needed for fermentation. The non-contract wage laborers of the breweries in Itami and Nada included many farmers from Harima, Kawachi, and Tamba provinces who migrated to the breweries during the agricultural off season, which conveniently coincided with the prime season for sake brewing. Many stayed for a whole season rather than a mere day or a week because they migrated some distance and were called "one hundred day laborers" (*hyaku nichi kasegi*). These seasonal laborers were the nucleus for the Konishi and Hakutsuru brewery labor.

The Sugiyama house was a smaller local brewer that entered the brewing business from an unrelated industry. The house hired freelance

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probably did not exercise the right until later. When they did begin exporting to Edo, all of the Kawachi province brewers combined sent only 600-800 barrels of sake per year as compared to the 45,000-58,000 barrels exported by the Itami brewers and the 123,000-156,000 barrels exported by the Nada brewers. 88

The Maruō brewery was relatively large compared to other soy sauce breweries such as Higeta or Yamasa in the Kanto region. The Maruō house brewed both sake and soy sauce. Their sake was sold exclusively in the Tatsuno local market, whereas they regularly shipped their soy sauce to Kyoto and Osaka from 1688 and to Edo from 1710. Nevertheless, Maruō sake production was always greater than their soy sauce production until they gave up brewing sake and focused on soy sauce in 1813. 89 The house probably chose to focus on soy sauce production because their soy sauce had been such a popular product in Osaka and Kyoto. Prominent chefs of Kyoto cuisine praised Maruō soy sauce in 1745 as the most appropriate soy sauce for Kyoto taste and this reputation continues today. 90

Maruō brewery production labor was exclusively non-contract daily wage labor. The brewery used 46-56 workers daily 1818-1830 and 58-71 workers daily 1861-1868 paying them a basic wage of 1.2 monme per day. 91

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90Higashimaru Shōyu ed., Higashimaru Shōyu no Ayumi, 6. The rivalry between the Kanto breweries Kikkoman, Yamasa and Higeta, and Higashimaru remains quite strong and there is a distinctive difference in their taste. Higashimaru is the brand name of the Maruō house.

Until 1804 half of the brewery labor came from the town of Tatsuno and half from local villages in the province. From 1804 to 1843 the proportion of urban laborers gradually decreased to about forty percent.92

The non-contract wage laborers were free to come and go because they had no contracts.93 In many breweries with a strong local base these laborers wandered in to work for a day, a week, or several months as they took time off from their farm labor. They were paid on a daily basis and slept in the brewery dormitory where hot food and drink was available throughout the day.94 Three non-contract workers at the Maruō brewery, however, actually worked year round with no time off. Another ten laborers regularly worked more than 250 days per year. These regular workers probably filled the responsible positions in the brewery even though they had no contracts. The Maruō brewery produced year round, at least during the nineteenth century. The Maruō family probably acted as their own tōji brewers since they developed the usukuchi recipe for their soy sauce.95

The non-contract Tatsuno brewery labor was not the entire labor force of the Maruō house. The Maruō collection includes a number of contracts. The house established a branch brewery and retail shop in Kyoto called Kikuya in 1754 and they had a branch shop there even earlier. A 1747 contract

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requested that the house send the worker to their branch shop managed by Miyake Genbei in Kyoto.96

Already in the Kyōho era (1716-1736) the Maruō brewery was exporting 110-160 thousand barrels of soy sauce per year to Edo alone.97 A management hierarchy of some sort was probably necessary to oversee the coopers who made the barrels, the barges that transported the soy sauce downriver, the retail shops, the deals with independent wholesalers and retailers, the necessary supplies of raw materials — soy beans, wheat, and salt — for brewing the soy sauce, the account books, and all the necessary aspects of managing a production business. Since their contract labor was not used in the brewery, I presume that contract labor was used for the house management hierarchy and possibly household servant labor. The 1747 contract supports this assumption.

Whereas the Maruō, Konishi, and Hakutsuru breweries had several branch breweries and multiple retail shops, the Sugiyama business was strictly limited to the one small brewery. As such, the Sugiyama house probably did not have a management hierarchy of contract-workers. Even so, the Sugiyama house probably grew much of the rice it used for brewing sake and probably used a combination of contract and casual laborers in the brewery.

The three larger breweries were fully integrated businesses with evidence of a well developed managerial hierarchy of contract workers. Both Hakutsuru and the Konishi house had branch retail shops in Edo and Osaka, and supplied their own transport. Furthermore, the Konishi contracts specify


97 Higashimaru Shōyu ed., Higashimaru Shōyu no Ayumi, 5.
that they were for *tedai*. and a number of clues in the contracts — the addressees and postscripts — reveal that these contract-workers were sent from the main house to their various branches implying a well-integrated managerial hierarchy.

**Summary and Conclusion**

The organization of the sake and soy sauce brewing industries appears to have been the farthest removed from the protoindustrial systems of the textile and paper industries. Even a small local brewer like the Sugiyama house had little in common with members of the protoindustrial systems. At the same time, businesses all along the continuum of industrial structures in this economy shared a management framework loosely based upon the stem-family. The development of a bureaucratic management hierarchy was apparently unrelated to the form the industry took, but had a stronger relation to the size and complexity of the businesses involved.

The skill levels and organization of the production labor formed another continuum, from the skilled artisans and a high dependence upon skilled contract-workers at one end to the unskilled casual labor force at the other. A production process that required all workers to be skilled meant that all workers had to be trained, and training was usually accomplished by apprenticeship. At the same time, a production process that could be broken into parts that allowed unskilled and semi-skilled workers to participate by following orders meant that casual labor was a possible resource for the labor force. When casual labor was used for production, then workers could learn basic skills through on-the-job-training.

For example, spinning, weaving, and the various techniques used to weave complicated designs and patterns into cloth requires considerable skill.
These processes cannot be accomplished by an unskilled person following directions, and an unskilled worker could not easily pick up the skills through observation. An unskilled worker, however, can easily rake cooked rice cool or empty a cooked rice mixture out of a vat. He may not know how long to cook the rice or all of the ingredients that go into the mixture and when to add them, but he can follow directions. And he can learn these skills through experience as he follows orders.

Another factor that affected this skill-labor continuum was technical secrets and market competition. Paper manufacture, for example, was a process that could use unskilled casual labor. And the unskilled worker could easily become semi-skilled. These circumstances made the spread of such skills, and therefore an increase in manufacturers, relatively easy. Furthermore, the tools needed for the process were relatively uncomplicated, which made this industry easily adaptable to a cottage industry or a factory. A large number of manufacturers, however, meant stiff competition on the market so that paper quality became an important factor for success. Under these circumstances, a successful manufacturer like the Mitamura house was concerned about the house secrets of quality control and how they could prevent their secrets from leaking to other areas. The spread of these secrets meant the loss of their competitive edge. For the Mitamura house, therefore, the use of contract-labor and apprentices was more a matter of labor control than of skill.

The brewing processes for sake and soy sauce, however, were relatively complicated. There was a general understanding that learning these processes would take three years of constant work in the production process. Under these conditions, brewers were not concerned that unknown casual laborers could easily steal their production technology.
Another aspect of labor control and industrial organization was timing in the production process. In the textile industry, except for the dyeing process, the speed and timing of the worker does not affect the quality of the final product. The work pace and even the various processes that contribute to the final product can be broken up. Such is not the case for the production process of paper, sake, soy sauce, or dye. These processes all involve the use and preparation of perishable materials so variations in speed and timing greatly affect the quality of the final product and must be carried out under a single roof, whether workshop, household or factory.

The combination of these three factors — skill requirements, labor control, and the time requirements of the production process — all contributed to shaping the forms of industrial organization. The interaction of these factors to produce the various industrial forms found on the economic continuum suggests that the continuum was not a progression of stages from less advanced to more advanced. Moreover, the relation of this continuum to these factors implies that these industrial forms do not inherently form a progressive hierarchy.

In the larger society, the use of casual labor meant that rural farmers had an easy source of additional income and could gain industrial skills. It also meant that larger manufacturers could easily develop in rural villages and towns because they were near their sources of raw materials and labor. The location of major manufacturers in the countryside also meant a continuous exchange of goods, population, and information between rural and urban areas, contributing to the dynamic development of Tokugawa society.
Chapter 3: Contracts, Labor, and Mobility

Contract-labor played an important role in the corporate structure of Tokugawa business houses as I showed in chapter two above. Contract-workers were sometimes trained and hired as artisans and manufacturing labor, but larger houses also used contract-labor in their managerial hierarchy. Because the corporate structure developed from the stem-family, the employment of contract-workers and their inclusion in the house management hierarchy was comparable to accepting outsiders into a family.

In this chapter I examine the hiring practices of Tokugawa business houses, and thereby the scope of contract-labor opportunities. I find that written contracts developed partly from the need to protect the house from the dangers of integrating strangers into the house corporate structure. I argue that the increasing need for ever greater supplies of industrial and commercial labor led to geographic and social mobility in opposition to local and national government policies regarding population control. Finally, I argue that the overall effect was consistent with a labor shortage.

Labor shortage refers to a shortage of people available to supply necessary labor. This shortage could be related to a low population or a population loss. However, labor shortage is a relative condition that could occur with high population density if, for example, there were not as many people available to enter into full-time contract-labor as there were positions to fill. Or labor shortage could also occur if there was a greater need for skilled workers than there were workers available to supply the need.
During the Tokugawa period, labor shortage has been noted by several Japanese scholars.\textsuperscript{98} Susan Hanley and Kozo Yamamura also point out the conflict between claims made by Japanese scholars for agricultural labor shortage and claims that peasants were forced off the land.\textsuperscript{99} How could they be forced off the land when their agricultural labor was needed? I will discuss possible reasons why labor migration and labor conditions may have been related to the demographic stagnation of the eighteenth and early nineteenth centuries in chapter four. At this time I argue that there apparently was a labor shortage, regardless of actual demographic factors.

Key ingredients to the labor contract and labor migration were the contract guarantor and the contract guarantee. Guarantors have attracted little attention from scholars of Tokugawa Japan, even scholars who have paid some attention to labor and business. Yet the employment contract was a letter of guarantee, and one of its main purposes was to define the responsibilities of the guarantors.\textsuperscript{100} Therefore, I will begin with a discussion of the legal history of Tokugawa labor contracts, the contract guarantee, and the guarantors.

Next, I will examine the contracts in my sample for employer hiring patterns and the implications of the worker-guarantor-employer relationship when workers looked for employment. Finally, I consider the social implications of these findings for Tokugawa society.


\textsuperscript{99}Hanley and Yamamura, \textit{Economic and Demographic Change}, 1-11.

The Legal-Historical Background of Contract Labor

Contracts and Contract Labor

Contract labor during the Tokugawa period had a diverse background. After the sale of children was banned in 1616, parents put their children in pawn, or shichi ire bōkō, using their labor as collateral for cash loans. In such cases, the parent borrowed money which the child could work off in a set period of time. If the parent repaid the debt early, then the child could return home and the employer would pay the parent any additional amount earned by the child’s labor.101 Another common practice was to send a child as a servant to a wealthy house for the benefits of better food, clothing and educational prospects.102 Children were also sent to merchant and artisan houses as apprentices. Under this arrangement, they gained training in house skills and business practices while working as household servants.103 In all of these situations, the worker became a member of the house with living and educational benefits while working as a household servant.

When parents used the labor of their children as collateral for loans, the set period allowed the money to be applied to the labor rather than the employee. But the worker could not leave until the loan, or wage, was worked off or the balance of the loan repaid. This limitation made this type of agreement bonded labor. Distinguishing legally between such bonded laborers and apprentices was probably difficult, because apprentices, too, were

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frequently not allowed to leave before completion of their apprenticeship unless they agreed never to work in the same profession. I will discuss this stipulation along with other prohibitions and penalties in a later chapter. The important point here is that the wage was applied to the labor, completed or anticipated, rather than to the laborer, even if it was paid to someone other than the laborer.

Employees sometimes contracted their labor in return for quick cash paid in advance. Employment agents appeared in the seventeenth century who found likely workers and introduced them to employers. These agents, called *hitoyado* in Edo and *kuchiire* in the Kyoto and Osaka areas, received commissions from both worker and employer for the introduction. Because employers often paid wages in advance during the seventeenth century, many employment agents were tempted to swindle the prospective employers. Some agents agreed to a verbal contract and received the money to be passed on to the worker’s family, but then pocketed the money without producing the worker. Other agents introduced a worker who stayed for a week or so and then ran away, stealing money and house possessions as he left.  

In an effort to eradicate or control such practices and protect the employer houses, the shogunate required workers to have a reliable guarantor in 1665. When the problems continued, the shogunate passed laws to punish the guarantors in 1666-1668. Then written contracts were required in 1698; women and young men under the age of seventeen were prohibited from acting as guarantors in 1699.

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105Ibid.
A bakufu investigation in 1710 revealed a little over 390 professional employment agents in Edo alone. The bakufu organized them into thirteen groups of thirty agents each, all under the control of a union (kumiai). People who were not part of the union were barred from acting as employment agents or guarantors unless they had close, personal connections with the worker, such as being members of the kin-group or coming from the same province as the worker. If the contract-worker absconded, employment agents and guarantors were made liable for either reimbursing any wage paid in advance, finding and returning the worker, or providing a substitute. They were also liable for the value of any goods or money the worker took when he left.106

The problems continued, however, as wages went up together with the opportunities for high commissions from both worker and employer. In 1730, the bakufu limited employment agents in Edo to 202, and ruled that agents could only receive a flat fee from the worker for the introduction and nothing from the employer. After the opportunities for high commissions disappeared, the problems decreased.107

The Contract Guarantee

Guarantors commonly used three methods to show the honesty and reliability of the worker. The only essential one found on all contracts was a claim that the worker's family had long been members of some specific Buddhist sect, followed by some assurance that the guarantors had the worker's temple registration certificate. Often the temple was identified and further assurances were given that the employee was specifically not a

106 ibid.
107 ibid.
Christian and not a member of any prohibited religions or Buddhist sects. The following excerpts show the various forms this guarantee could take.

As for religious affiliation, his family has long been registered at Genkokuji temple in Tatsuno.\textsuperscript{108}

His religious affiliation has long been Higashi Honganji and his temple of registration is at Kawachi province, Shibukawa district, Daichi village, Entokuji temple. As guarantors we confirm that we have his registration certificate.\textsuperscript{109}

Her religious affiliation has long been Nishi Honganji. We have her temple registration certificate and she is not a member of the prohibited Christian religion. If she should become one, tell us immediately.\textsuperscript{110}

His religious affiliation is not with a prohibited sect. His temple registration certificate will be immediately available any time you wish to have it.\textsuperscript{111}

This guarantee implies that there were people who were not registered with a Buddhist temple, and that this lack somehow made them unacceptable as members of the employer house. Furthermore, the fact that this clause was a part of every written contract, regardless of other differences in contracts and employers, suggests that this clause was required by the shogunate, probably as a method for keeping track of people.


The Tokugawa shogunate banned Christianity in 1612. In 1614, Tokugawa Ieyasu published a statement written by a monk of Konchiin temple which declared Christianity to be an evil religion and claimed that Christians sought to take over Japan. By the 1630s, people were expected to produce a Buddhist temple registration certificate as proof of social acceptability and loyalty to the Tokugawa regime as well as proof of religious orthodoxy.

This practice was probably the basis for the guarantee of temple registration in the labor contract. The registration was proof of social acceptability and loyalty, but it would have had little meaning if all members of the population were indeed registered at birth, as Elisonas claims happened from the early eighteenth century. However, there was an unregistered population in Japan. Many of these people were homeless vagabonds with no home village or temple to be registered at. Matsudaira Sadanobu recognized them in the Kansei reforms of 1787-1793 when he planned to grant parcels of land to "honest vagabonds" among the mushukumono or unregistered population.

How could this population exist if everyone was registered at birth? The basic unit of the registry was the household, so individuals with no household

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114 Ibid, 371.

were not registered. This group could include children born out of
wedlock and abandoned children. It also included people who had lost their
homes and households for some reason such as poverty or natural disaster.

These homeless people probably comprised the groups of "honest
vagabonds" targeted by Sadanobu, but there was no particular reason for
employers to avoid these groups. Mushukumono, however, also included
other groups of people. Petty criminals receiving the light punishment of
banishment from a specific area were also removed from temple registries and
became mushukumono. Furthermore, many villages and communities
banished the mentally ill and the mentally handicapped. Therefore, the
unregistered population included many people who were socially
unacceptable and certainly undesirable as contract employees who would
become members of the employer house.

Some shops were satisfied with the temple registration as evidence of
worker honesty. Further assurances that the employee would obey national
laws and the employer's house rules were common additions to this section.
The contracts of many Kyoto businesses also required the assurance that the
employee was not a masterless warrior, a ruffian, or the child thereof. The
following excerpts show some examples of this assurance.


118Kuwabara Haruo, "Scishin Hoken Katsudō no Rekishi," from "Kaisetsu," in Loren R. Moser and
Lorenzo Burti. Community Mental Health, trans. Kuwabara Haruo et al. (Tokyo: Chūō Hōki Shuppan,
She will not turn her back on government laws. Furthermore, she is not a warrior, a masterless warrior or the daughter of one.\textsuperscript{119}

He is not a member of any government prohibited religion nor is he a masterless warrior. However, he will follow your religion while working for you.\textsuperscript{120}

This person is not a member of the prohibited Christian sect, a ruffian, or a masterless warrior.\textsuperscript{121}

The shogunate instituted various means for controlling masterless warriors, or rōnin, in Kyoto. These measures began immediately after the battle of Sekigahara in 1600 and were further strengthened after the battles of Osaka in 1615 and Shimabara in 1637. Originally, the Tokugawa government feared warriors from the losing side of these battles would gather in Kyoto and plot to overthrow the government. The people of Kyoto were admonished not to hide masterless warriors in their homes and such warriors were not to wear their swords in town. The temple registration system was another method used to keep track of this portion of the population by requiring a temple registration for each resident of Kyoto, regardless of whether the residence was owned or rented, and whether the person was a kin or non-kin member of the household. Later, various neighborhoods in Kyoto decided not to sell or rent housing to masterless warriors. These


\textsuperscript{121}Hanjirō et al., [to Kōguya Hisaemon] "Hōkōnin Ukejo no Koto," Labor contract. 9/1714. Kumagai collection No. 506, Kyoto City Library of Historical Documents, Kyoto.
neighborhoods required residents to have local guarantors to vouch for them before moving into the area.\textsuperscript{122}

The shogunate use of the temple registration system to keep track of the masterless warrior population had some interesting blindspots. Masterless warriors by definition had no house and so were not registered, although they might be registered if they boarded with someone. Homeless vagabonds living along the riverbank together with the hinin outcast population were also not registered. Moreover, although the requirement of a temple registration for contract-labor made it difficult for masterless warriors to enter into contract-labor, casual laborers had no written contract and no requirement for a temple registration. And, because casual laborers were not usually around long enough to keep track of in this fashion, masterless warriors could find employment as casual laborers with little trouble. However, the shogunate was more concerned with preventing masterless warriors from gathering in the capital and making plans for rebellion than in keeping track of their individual activities. Presumably, they could not pose much of a threat if they could not establish long-term residence in the capital that could be used as the base for a rebellion.

These strictures should have eased after the seventeenth century when shogunate power was entrenched and stable. The data presented above show, however, that many Kyoto businesses cooperated to deny employment to such warriors even as late as the nineteenth century. At the same time, the fact that these warriors tried to find employment as contract labor shows the blurring of class lines at a relatively early stage. The Kumagai contract excerpted

\begin{footnotesize}
\begin{itemize}
\item \textsuperscript{122}Akiyama Kunizō. \textit{Kinsei Kyōto Chōsō Hattatsu-shi} (Kyoto: Hōsei Daigaku Shuppankyoku, 1980) 165-173.
\end{itemize}
\end{footnotesize}
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\textsuperscript{122} Akiyama Kunizō. \textit{Kinsei Kyoto Chōsō Hattatsushi} (Kyoto: Hōsei Daigaku Shuppankyoku, 1980) 165-173.
above, for example, is dated 1714 and is the earliest contract in my collection. Furthermore, this prejudice was not limited to any specific industry or guild. The Noguchi house business was dyeing and tailoring, but the Kumagai house manufactured incense and sold writing materials. The Mizutani house, whose contracts contain the same clause, sold oil.

Guarantors and Other Witnesses

At the end of the contract text came the date and a list of names. These names represent who the "letter of guarantee" was from; in other words, the parties to the contract. An identification of the role in the contract agreement of each person on the list accompanied each name as well as his address and his social identification. Finally, each person listed as a party to the contract had the option of affixing his or her chop, which in Japanese society has the weight of an official signature in western societies.

There were three alternatives to the carved chop. The simplest alternative was a dot of ink applied where a chop would normally go, similar to the X of an illiterate person in the West. A more reliable method was the fingerprint of the person, called a tsumein or literally his fingernail chop. Finally, there were freehand drawn chops called kaō. These kaō were commonly used as official chops, or signatures, on medieval documents at the highest levels of society, but were generally replaced by carved chops by the seventeenth century. I call all of these people listed at the end of a contract witnesses to the contract. In western terminology they were the signatories, but this term does not quite apply here as the names are not signatures, and not all names have some form of chop affixed to them.123

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123The English term is awkward. None of the names listed that tell who the letter is from is a signature, but most have chops affixed which act in the same way as a signature. The format is: address,
Top left is the "signature" section of a contract for Shakichi, from Yodoya Hanbei, Tambaya Töbei and Shakichi, [to Hishiya Shō'emon], "Hōkōnin Ukejo no Koto," 1/1851, Nakaji collection No. 252. Top right is the "signature" section of an apology from Ichibei, Shō'emon, and Hanbei, [to Chūbei dono and Zenbei dono] "Issatsu no Koto," 4/1824, Endo collection No. 662. Bottom center is the "signature" section of a contract for Chūbei from Ogawaya Shinbei et al., [to Beniya Gohei] "Hōkōnin Ukejo no Koto," 2/1848, Tanaka Yoshimitsu collection No. 48-II. All three documents are at the Kyoto City Library of Historical Documents, Kyoto.

role in contract agreement (parent, guarantor, kuchiire, worker), name, and chop or other mark signifying that this person has "signed his name" ie witnessed the contract (see figure 2).
Examination of the witnesses to Tokugawa labor contracts thus includes four factors: the role of each witness, the address of each witness, the social status of each witness, and whether the witness actually "signed" the contract. The witnessing pattern on the contracts includes five factors: which roles are represented, how many people fulfill each role, the total number of people witnessing a contract, the geographical relations of the various witnesses, and the social relations of the various witnesses.

The roles that appear on Tokugawa labor contracts include the employee (hōkōnin), a family representative usually the parent (oya), the guarantor(s) (ukenin), and sometimes a person identified as a kuchiire. The role of the employee is self-explanatory. The family representative was usually the father, but sometimes the mother, older brother, a surrogate parent called oyadai, or some other person with a claim to the labor of the employee called the hitonushi. I discuss the claims these people had to the employee's labor when I discuss wages and debts in the next chapter. The endorsement of a family representative on a contract at least represented the permission of the family for the employee to enter into contract employment.

The guarantor, called ukenin, was responsible for enforcing the contract. The problems that led to the requirement of written contracts were caused because employers were hiring strangers to join their households as discussed above. The guarantor provided the surety of the contract arrangement and the guarantee that the worker he recommended was a reliable, law-abiding person and therefore acceptable to become a member of the employer house.

When a contract was signed by one or more people identified as guarantors together with one or more people identified as kuchiire, I presume the terms were not interchangeable. A kuchiire was not a guarantor (ukenin) and probably did not have the same responsibilities or liabilities as the
guarantor. Instead, I suppose they performed their earlier, seventeenth-century role of intermediaries who introduced a prospective worker to an employer without serious responsibilities toward the contract agreement.

Ishii Ryōsuke describes *kuchiire* as professional employment agents, and Gary Leupp retains this definition in his study of Tokugawa labor.\(^{124}\) *Kuchiire*, however, only appear in the contracts of two houses in my collection of twenty-three houses: the Sugiyama house of Tondabayashi, Kawachi province, and the Mitamura house of Iwamoto, Echizen province. Furthermore, *kuchiire* only appear as witnesses to nine contracts, eight of which were written in the eighteenth century, and none of these *kuchiire* appear on a contract without another person represented as an *ukenin* guarantor. None of these *kuchiire* appeared more than once as a *kuchiire* on a contract, and only one appeared on more than one contract, even though six of the nine contracts were written for the Sugiyama house during the ten year period 1745-1755 representing workers from three districts adjacent to Tondabayashi. I find, therefore, no evidence that these men were professional employment agents.

On the other hand, all of the contracts witnessed by *kuchiire* represented workers from the same province as the employer. According to the shogunate laws, these workers did not need professional employment agents. Instead, they needed someone who could introduce them to an employer. This is probably the correct definition of *kuchiire* for much of the rural Kansai region: someone who could introduce a person in need of work to an employer in need of workers. I think these men identified themselves as

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kuchiire on the contracts to distinguish themselves from the real guarantors who would be liable for any trouble the worker caused.

Professional employment agents and guarantors were also similar, but different. An employment agent merely introduced a worker to an employer and received a commission for the introduction. After written contracts were instituted, employment agents continued to work, but they probably acted as agents for casual laborers who again had no written contracts. I find no sign of professional employment agents in the data sample except when Matsuya offered a contract to one of their casual laborers.125

This legal-historical background is an integral part of Tokugawa labor contracts. For example, most contracts, regardless of house, industry, region or type, contain the following sentence in some form, usually immediately following the identification of the worker in the opening lines of the contract.

We have known [his] family well for generations and he is reliable, so we stand as his guarantors.126

This phrase was part of the contracts of the Sugiyama house in Tondabayashi, the Konishi house in Itami, most of the Kyoto houses with the exception of contracts written by the parent, surrogate parent, or relatives of the worker, and the Terao and Hirota houses of Tamba. The contracts of the Mitamura house in Fukui and the Maruō house in Tatsuno did not include this qualification. These houses probably found it unnecessary because most of

125The letter was written by Haiya Rinzaemon who did not identify his relation to Tōsuke in the letter. However, I assume he was acting as Tōsuke's agent because he was accepting money on Tōsuke's behalf. Haiya Rinzaemon, [to Matsuya] "Issatsu," Letter of acceptance, 6/1859, Matsuya collection No. 164, Kyoto Furitsu Shiryōkan, Kyoto.

their employees came from the same province as the employer house instead of migrating from outside the province.

The qualification "We have known his family well for generations" directly addresses the 1710 bakufu law requiring non-union guarantors to come from the kin-group, close connections, or the same province as the worker. But did the guarantors really have the close connections to the workers they sponsored that they claimed? Since the guarantor was liable for any trouble caused by the worker, the employer was more likely to rely upon guarantors he knew and trusted, or at least those who were easily accessible to him and were capable of reimbursing any likely amount. At the same time, the guarantor needed to trust that the worker he sponsored was honest and would not cause any trouble that the guarantor would be liable for.

When a worker came from the same neighborhood, village, or city as the employer, there was little problem. Even if the guarantor was unknown to the employer, he was close enough to be forced to take responsibility if necessary. But what about when the worker migrated from a distant province? How did the worker overcome the regulations controlling contract labor? Was his guarantor really well known to the worker's family and from the same province, or did the guarantor have a closer connection to the employer?

In the next section I show that the practical considerations of labor shortage and guarantor responsibility were more important than the government policies regarding guarantors. And the practical arrangement was not contrary to the purpose of government policy. The policy of guarantors having close relations to the worker was designed to protect the employer from dishonest workers. The practical adjustment which allowed
employers to rely upon people they knew was also designed for the same purpose and probably was more effective.

**Workers, Guarantors, and Migration Patterns**

Charles Sheldon claimed that local trade associations limited merchant houses to only two apprentices per house. These apprentices were primarily hired from the children of branch employees. Yasuoka Shigeaki also found that many of the apprentices of the Kōnoike house were hired from the children of branch employees. Nakano Takashi's study of the Kyoto business Yamatoya Chūhachi suggested their 6-9 male employees were hired from within the kin group and the local neighborhood in urban Kyoto.

Houses with larger businesses, of course, had more employees and so needed a larger labor base. Mitsui and other Ise merchants had apprentices sent to their main shops from their home province of Ise. Similarly, the Nakai house and other Omi merchants, particularly those from the Hino district, hired and trained their apprentices back in the home district and had them sent to their various shops upon graduation from apprentice status. Nevertheless, this hiring pattern also relied upon close personal connections in the home province.

Contrary to Sheldon's claim, Tokugawa enterprises apparently did not rely entirely upon the kin-group, the local trade association or the local

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130 Murai, "Toshi Seikatsu no Han'ei," 248-256.

neighborhood for their labor force. Table 3.1 shows the migration of workers at Kyoto and rural-based businesses. I divided the sample between workers who came from the same city or village as the employer; workers who came from the same province, but a different village or city; and workers who migrated from a different province. In Kyoto, half of the contract-workers migrated from outside of the province. Rural-based businesses, however, usually hired workers from the same province, if rarely from the same village.

<table>
<thead>
<tr>
<th>origin</th>
<th>Kyoto</th>
<th>Kyoto %</th>
<th>rural-based</th>
<th>rural %</th>
</tr>
</thead>
<tbody>
<tr>
<td>same vill/city</td>
<td>88</td>
<td>43.1%</td>
<td>15</td>
<td>12.2%</td>
</tr>
<tr>
<td>same prov.</td>
<td>13</td>
<td>6.4%</td>
<td>75</td>
<td>61.0%</td>
</tr>
<tr>
<td>diff. prov</td>
<td>103</td>
<td>50.5%</td>
<td>33</td>
<td>26.8%</td>
</tr>
<tr>
<td>N</td>
<td>204</td>
<td></td>
<td>123</td>
<td></td>
</tr>
</tbody>
</table>

One reason for these differences was size. Kyoto was large enough that many workers from Kyoto could still be unknown strangers to the employer. However, Kyoto was not the only urban area competing for labor in the province. The smaller towns of Fushimi, Uji, and Yodo were also in Yamashiro province. Fushimi had, and still has, a thriving sake brewing industry and tea remains a well-known product of Uji. The numerous labor opportunities in Yamashiro province outside of Kyoto meant that less of the
labor in the region actually went to Kyoto, thus accounting for the much larger portion of workers who came from outside the province.

The rural-based businesses, however, had smaller local communities to draw labor from and rural employers were more likely to know workers from the same town or village as the employer. This is probably one reason why rural-based businesses had fewer contracts for workers from the same village or town as the business. At the same time, rural-based businesses were less likely to be well known outside of their local province and less likely to attract workers from other provinces.

A closer examination of the workers at rural-based businesses that were not from the same province as their employers suggests two patterns. The Maruō house collection holds only one contract representing a worker hired from outside of its home province of Harima. This worker came from Kyoto, but the Maruō house had a branch brewery and retail shop in Kyoto and probably hired more workers from Kyoto whose contracts did not survive, or perhaps they did not need contracts. Similarly, the Konishi collection includes fourteen contracts for workers from their home province of Settsu and twelve contracts from elsewhere. Ten of these twelve outside contracts, however, came from Osaka and Edo where the house had retail shops under house management. In one sense, these workers were also hired locally because they came from the same area as a branch of the employer's business.

The Sugiyama house, however, had no branch shops or breweries. Most of the contracts in the Sugiyama collection were written during a period when the house expanded and upgraded its sake production to send to the Edo market. Until this time, the house had produced only for the local market.132

132Fukuyama, "Kinsei Kawachi Shuzōgyō no Tenkai."
The high wages paid to the workers they hired from outside their home province, and the origins of some workers from major brewing regions leads me to suspect the house lured these outside workers to Tondabayashi for their skills.

The problems that led to the requirement of written contracts imply that employers were increasingly forced to hire strangers. Tokugawa businesses may have begun by relying upon the kin-group and other close connections for their labor-force, but these connections were not enough. Many businesses required a labor force of a size that could not be supplied by close connections. The labor contract with its identification of the worker, his family, and one or more guarantors supplied information an employer needed if something went wrong, and ensured that someone would settle any problems. This information substituted for the fact that the employer did not know the worker or his family.

Furthermore, a basic form of the contract could serve as a travel document, because it acted as a valid identification. The parent and worker wrote a basic contract leaving blanks where specific details could be filled in, but containing the basic, necessary information. The contract opened with a clear identification of the worker and a phrase claiming the undersigned guarantors (usually only the parent was listed, but his chop may have been affixed) vouched for the worker. The sample continued with blanks reading, for example, "this person will work for you from this year blank month to blank year blank month for a period of blank years and his wage will be blank."

The second section of text contained the guarantee I discussed in the previous section. In short, the contract guaranteed that the worker would obey shogunate laws and house laws, and was Buddhist registered at a specific
temple. The final section of text gave the contract provisions that protected the employer and could vary greatly. However, the main point was the claim that the undersigned would take responsibility for everything that might go wrong and settle up so that the employer would not suffer any trouble or loss.

These main stipulations were common to every contract. A worker who left his village looking for employment could take a sample form of this content with spaces left for the contract period and wage and enough space left at the end for any extra clauses the employer might insist upon adding. The year was specified, but the month could be left blank. A space could be left for the signature of the main guarantor he did not have yet, but the parent and the worker would list their names and the parent might affix his chop.

The document provided references who could vouch that the worker was who he claimed to be and was looking for work instead of wandering as a homeless vagabond. Many rural communities in Japan gathered vagabonds who passed through their area and organized them in the village outcast (hinin) group.133

In several collections I have found contracts with a blank left for a wage when none of the contracts for that house specified the wage. Sometimes an extra clause was added after the signatures that specified extra provisions to the contract or added a second guarantee by the guarantor who was not listed with the other witnesses. These are evidence of contracts used as travel documents.

Figure 3: Two contracts for Yonokichi

The top contract gives the year of the dog in its opening text and was probably written first. 1863 was the year of the boar so the year of the dog in the top contract was 1862. Aside from the dates given in the text and other minor differences, the two contracts are identical, but the "signatures" make the second contract official. Tambaya Yahei, Minoya Kichibe and Yonokichi, [to Kawachiya Rihei dono] "Hōkōnin Ukejo no Koto," 1/1863, Mizutani collection Nos. B14 and B18, Kyoto City Library of Historical Documents, Kyoto.
The details of contract provisions to protect the house found in the third section of contract text, and sometimes the overall format were specific to each house and a worker would have no way of knowing what to expect in the details of the contract. In most cases, the blank spaces left on the travel document were large enough to compensate for minor differences. Presumably the guarantor or employer would write these details in the blank spaces.

Sometimes, however, the house format was radically different. At such times, a new contract was written with the guarantor's seal affixed. I have found cases when two contracts were written for the same person in which both contracts use the same name, same identification, same employer. However, one contract was written in a different format from the other and this format differed from other contracts in the collection of that house. In another case, the worker included a date in the text which did not match the date of the contract and so had to rewrite the contract. These dual contracts imply that the employer house required the worker to write a new contract according to house forms (see figure 3).

Thus brief sample contracts could act as travel documents. I also argue that not only were written contracts required because of problems that resulted from hiring strangers, but written contracts were only required when strangers were hired. I suggest strangers for several reasons. The Tokugawa contract terms regarding wage and period-of-hire were slippery, often not specified, and probably not the main purpose of the contracts. Instead, the important issues addressed by the contracts were the trustworthiness of the

134 The Mizutani collection in Kyoto has two contracts for Yonokichi, son of Ginseya Seishichi of Shinmachi in Tamba province. There are no signatures on the first contract, document number B18 originally written in 1862, but he has two guarantors on the second contract, number B14 written in 1863 (see figure 3).
worker and who the employer could apply to for compensation if the worker should prove untrustworthy.

Kin members of the employer house did not need this surety because of their kin relationship; the house was responsible for them anyway. Personal friends of the employer, business associates, and their children similarly did not need this surety. If the employer knew the worker ahead of time, he also knew whether or not the worker was trustworthy. Furthermore, the employer was likely to know whether the friend or associate was good for the guaranteed compensation without putting the agreement in writing. In addition, the employer could take direct steps in regards to business associates and friends if they did not come through with the agreed compensation. Finally, the house head was a prime candidate to act as a guarantor for these workers. Therefore, I argue that written contracts were necessary only when the employee and his family were unknown to the employer and possibly to the guarantor.

Matsuzaka, in Ise province, produced the cotton textiles that were the basis for the business of Mitsui and other Ise merchants. Mitsui has much data regarding the wholesale, retail, and transport part of their business, but labor documents for the production part of the industry are not as available. 135 Investigation by scholars in Mie prefecture shows that older, experienced women of villages in the region would hire up to ten girls to train in spinning and weaving, and would spend several years supervising their work. The men cooperated in dying the cloth woven by the women. 136 However, I found no

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labor documents, contracts or other kinds, for this industry in this region. The same situation holds true for Mino, a major paper producing region.

Although archivists in the Mie Prefecture Office, the Matsuzaka City Library, and the Gifu Prefecture Archives give numerous reasons why such documents may have been lost or destroyed, I suggest an alternative explanation. Villagers in Ise and Mino hired local youth, either from the same village or from neighboring villages. Ergo, these workers were well known to their employers and so did not need written contracts. If I then extend this reasoning to the businesses in my data base, it explains several anomalies.

The financial records of the Mitamura house reveal that most of their labor force came from the five villages of the Otaki district which included Iwamoto village, the home village of the Mitamura house. However, few of the contracts in the Mitamura collection represent workers from these five villages. The above reasoning suggests that the contracts represent workers who were strangers to the house and came from outside the village network, or had some other reason to need a written agreement. Most local workers did not need written contracts, but these outsiders did. In Kyoto also, none of the contracts show any obvious family, kin-group or neighborhood connections even when the worker came from Kyoto and had no guarantor.

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137 According to the archivists, old documents were melted down to make new paper in times of famine and shortage in the paper mulberry used for production. Old documents have also been used for paper doors, rolled into paper string, and used as wrapping paper and tissue paper.


139 Shisuke of Otaki village, for example, contracted to work for the Mitamura house to repay a large debt he owed them. Presumably the contract was voided when the debt was repaid, because the debt amount and the chops of Shisuke, his guarantor and his brother all have lines drawn through them. Shisuke et al., [to Mitamura Sei'uemon] “Hōkōnin Ukejo no Koto.” Labor and debt contract, 1/1727, Mitamura collection No. 291-V, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.
Worker-Guarantor-Employer Relations

Three kinds of data in the contracts give some insight into how a worker from a different area might have found a guarantor and how he found an employer. One piece of information is the guarantor's address which can be placed in geographic relation to the employee and the employer. These data separate naturally into five categories. Workers from the same city, town or village as the employer would have guarantors local to both employer and employee. Workers from other areas, even other nearby villages, would have guarantors either local to the employee, local to the employer, or local to neither of them. Finally, some guarantors had no identifying address, so these are unknown.

When the guarantor was local to both the worker and the employer, all three lived in the same community and had ample opportunity to know each other through personal ties. In other words, they could be nodding acquaintances or the friend of a friend. When a worker from another area had a guarantor local to the employee, the guarantor probably knew the worker personally as well as the employer. I presume that the employer usually knew, or knew of, the guarantor; otherwise the guarantor's surety value would have been minor. When the employer did not know the guarantor, then there was probably some other reason presented why the guarantor could be trusted. For example, the guarantor might identify himself as the village headman or a member of the village council.

When the guarantor was local to the employer, then the guarantor probably did not know the worker personally, but had agreed to guarantee a relative stranger based upon personal judgment, recommendation based upon some other tie, or persuasion from the employer and hopes for stronger ties to
the employer. When the guarantor was local to neither, he acted as a stepping stone between two strangers.

For example, in a comic story (rakugo) of the period a young villager went off to the city to become a sumo wrestler. He ate so much that his trainer kicked him out for fear the young man would eat up his profits. The young man stopped at an inn on his way back to his village where he ate so much that he drew the attention of the innkeeper. Upon hearing that the young man's ambition was to become a sumo wrestler, the innkeeper — a sumo fan — introduced him to another trainer and offered to supply the young man's rice each month as part of the agreement.140

In other words, the innkeeper became the young man's guarantor based on his personal judgement of the young man's character and potential ability. At the same time, the innkeeper gained a close, direct tie to a sumo training establishment which likely gained him free admission or preferential seating at sumo wrestling matches after the young man he sponsored became a successful wrestler. According to the tale, the young man became the top wrestler in Japan.141

Another piece of data that may offer some insight into the employee-guarantor-employer relationship is the number of guarantors listed on the contract. Although many workers had only one guarantor, multiple guarantors were not uncommon and some workers had no guarantors. The number of guarantors on a contract may have depended upon shop, industry, industry, industry,

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141 Introductions remain an important part of Japanese social and business relations. Finding the right person to perform an introduction is essential, because the introducer has some responsibility over the success of the relationship between the parties he introduced, and they are obligated to the introducer for whatever benefits they gained from the introduction.
or regional practice, but probably reflected how well the employer knew the worker or the guarantors.

<table>
<thead>
<tr>
<th>locality</th>
<th>0 guar</th>
<th>1 guar</th>
<th>2+ guar</th>
<th>total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>urban</td>
<td>rural</td>
<td>urban</td>
<td>rural</td>
</tr>
<tr>
<td>near worker</td>
<td>2</td>
<td>5</td>
<td>8</td>
<td>48</td>
</tr>
<tr>
<td>near employer</td>
<td>-</td>
<td>-</td>
<td>96</td>
<td>10</td>
</tr>
<tr>
<td>near both</td>
<td>12</td>
<td>-</td>
<td>72</td>
<td>11</td>
</tr>
<tr>
<td>neither</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>16</td>
</tr>
<tr>
<td>unknown</td>
<td>-</td>
<td>-</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>totals</td>
<td>14</td>
<td>5</td>
<td>183</td>
<td>92</td>
</tr>
</tbody>
</table>

I made some adjustments to make a comparison of the entire sample of 326 contracts that contained guarantor information. For workers with no guarantors I consider if the worker lived near the employer or not so these contracts fall in only two categories, local to worker or local to employer. For contracts with two or more guarantors, I consider the linkage. If at least one guarantor was local to the worker and one was local to the employer, then I call the contract local to both because the entire link was complete. If one

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142One contract in the Maruō collection was merely a fragment containing only the opening lines that identified the worker so this "contract" provides no guarantor information and I have excluded it from the sample. "Hōkōnin Ukejo no Koto," Fragment of a labor contract for Kihei. (12/1806), Maruō Mitsue private collection No. 490-14. Tatsuno.
guarantor was local to the worker, but none were local to the employer, then the link was incomplete and I call it local to worker. The same is true vice versa when the sum of the guarantors show it to be local to the employer. One contract in the sample has three guarantors, none of whom are local to either the worker or the employer. This contract I count as local to neither. The full analysis is in table 3.2.

Most contracts in the sample, 84.5%, have only one guarantor. This is true for all businesses regardless of location or industry, and for all workers regardless of age, sex, worker origin, or the year, decade, or century the contracts were written. Some contracts, however, have no guarantors, and these contracts tend to be for workers at Kyoto businesses. Other contracts have multiple guarantors, and these contracts tend to be for workers at rural-based businesses.

Urban and rural businesses also show different patterns of guarantor locality that cannot be explained simply by the differences in worker migration. Contracts for urban workers tend to have guarantors local to the employer, whereas contracts for rural workers tend to have more guarantors local to the worker. The rural contracts also show a greater variety of worker-guarantor-employer geographical relations.

I find that these geographical patterns show little change by industry, or worker age, sex, or migration. Instead, they are influenced by four factors: 1) who the employer would trust and accept as surety to a contract, 2) how the worker found employment, 3) local political policies, and 4) other personal considerations.

In Kyoto, the large number of workers who not only migrated from other provinces, but found guarantors in Kyoto supports my thesis that these workers came in search of work with no previous personal connections to the
employer. Their guarantors often show direct connections to the employer, such as having the same business name or showing some sign of participation in the same industry. At the same time, I found very few connections between the workers and the guarantors, or the workers and the employers. But what about the fourteen Kyoto workers with no guarantors?

Three of these workers are represented in the data sample by letters of apology, not contracts, and probably had some sort of personal connections. Another three have contracts signed by people representing themselves as "parent or guarantor" (oya ukenin) and I cannot say which applies. At least one of these three is a surrogate parent, also identified as the landlady of the worker, and the other two may be guarantors on contracts that do not identify a relative responsible for the contract.

One contract is the first of two contracts for the same person, a worker named Yonokichi (see footnote 134 above). This first contract identifies Yonokichi and his parent, but contains no chops on the contract. The second contract for Yonokichi names two guarantors who both affix their chops to the contract. I suspect that the first contract was used as a travel document. Another contract for a different employer also has no chops attached and may also have served as the travel document or work application for a worker who did not get hired. There is no second contract for this worker in the data base. Thus, eight of the fourteen Kyoto contracts with no guarantor can easily be explained. The remaining six probably have similar explanations that are not obvious from their contract documents.

\footnote{I included these workers in the sample because I could get contract information from their letters even though I do not have contracts for them.}
At least one rural contract with no guarantors was a loan agreement using the labor of the worker as collateral for the debt. In this case, I presume that the employer knew the parent, but required the written contract as a loan receipt. The tendency for rural employers to accept guarantors local to the worker could be the result of several factors. First, a rural community probably offered less choice of local people to act as guarantors. Second, rural employers were also often landowners and therefore had other contacts with local villages in the province. Third, domain lords often encouraged local businesses to hire villagers from within the domain as a way to keep labor in the domain and ensure that villagers had the wherewithal to pay their taxes.

I suggest, however, that the variety of guarantor locality patterns and the multiple guarantors witnessing many rural contracts reflect the various methods by which the worker gained an introduction and guarantor, and represented himself as employable. This consideration is particularly visible in the multiple guarantor contracts. Even though a contract with multiple guarantors suggests that the employer required several people to act as surety for the employer, I find that only three multiple guarantor contracts actually complete the linkage from an outside worker to the employer (see table 3.3). Instead, nine of these contracts list the village headman and one to three village councillors together with perhaps one person from a different village, sometimes identified as a *kuchiire*. 
### Table 3.3 Cumulative Guarantor Locality for Rural Contracts with Multiple Guarantors

<table>
<thead>
<tr>
<th></th>
<th>same province</th>
<th>different province</th>
</tr>
</thead>
<tbody>
<tr>
<td>local to worker</td>
<td>15</td>
<td>1</td>
</tr>
<tr>
<td>local to employer</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>local to both</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>local to neither</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>unknown</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>total</td>
<td>18</td>
<td>3</td>
</tr>
</tbody>
</table>

The contracts with three or more guarantors for every rural house except the Sugiyama house in Tondabayashi are witnessed by the above combination of village headman, village elders, and perhaps one additional person from a different village. This pattern suggests that the village leaders were showing their permission to enter into contract labor by endorsing the contract.

Throughout this analysis, the Sugiyama house in Tondabayashi has stood out as unusual. Sugiyama workers were older, hired for shorter periods, migrated from other provinces even though the house had no branch shops, and the workers had different guarantor patterns. None of the Sugiyama contracts were endorsed by village headmen, even when the contracts had multiple guarantors. Closer examination of Tondabayashi village reveals political reasons why Tondabayashi practices developed differently from those of other areas.

Many of the Tokugawa domains, or han, were not single geographical units. Instead, some daimyo were given rights to a portion of the produce of a great many geographical pieces spread out over a wide geographical area and
mixed up with the political pieces of other domains. Furthermore, the shogunate periodically exercised its right to change the domain allotments of various daimyo and transfer them so a political unit sometimes changed hands several times during the Tokugawa period.

Tondabayashi village was one such political unit. Tondabayashi contracts in the data sample spans the years 1732-1790, and 1835 with a heavy concentration of contracts from 1741-1767. During this time, Tondabayashi was a part of Sakura han based in Shimousa province east of Edo 1723-1746, under shogunate direct management 1746-1756, attached to the Osaka castellan (Osaka jōdai) 1756-1759, returned to the shogunate 1759-1777, attached to Kasama han based in Mutsu province on the northeast coast of Honshu 1777-1791, and returned to the shogunate in 1791. Altogether, Tondabayashi changed hands nine times during the Tokugawa period and five times during the period covered by the data sample. The domains based in the Kanto region surrounding Edo were probably major factors in the decision to send sake to the Edo market. The distance of the domain lord and the lack of political support may also have influenced the failure of Tondabayashi sake in the Edo market.

Because Tondabayashi was a small piece of a scattered domain, employers in the village were not constrained to hire only from within the domain. Indeed, the region was so full of these little pieces that many people probably did not know which villages belonged to which domain, especially when the domain affiliations changed so often. This is probably why addresses in the contracts give the province, a geographical unit, instead of the

domain, the political unit. On the other hand, Tatsuno and Itami were the castle towns of their respective domains, and remained so throughout the period. This status gave the businesses in these towns a stability that the Sugiyama house did not have, and may have contributed to the prosperity of their respective businesses.

Social Mobility

There is little evidence in the contracts to show direct personal connections between the workers and their guarantors, although such connections sometimes existed. Some had a geographical connection in which the name of the guarantor or employer's shop coincided with the worker's home province. But there were no obvious business connections for the workers who migrated to Kyoto from out of town. I must conclude, therefore, that these workers probably found guarantors after arriving in the city. Employers also probably preferred to have their workers guaranteed by people they could rely upon and overlooked any probable lack of connection between worker and guarantor. After all, the guarantor was the liable party of the contract agreement.

The lack of evidence for direct ties between worker and guarantor does not mean there were none. However, it does suggest that migrating workers were free to find employment outside their home provinces in spite of local restrictions and policies. Moreover, a basic contract document witnessed by the worker's parent or guardian minus specific information regarding other guarantors or the employer could have served as an identification and travel document.

This analysis, however, also reveals information regarding the witnessing relative and the social mobility of the workers. All of the employers in the
data base were either merchants, artisans, or manufacturers. Some, such as the Sugiyama and Terao houses, were also landowners officially of the "peasant" class. Thirty-six workers have no witnessing relative on their contract, so the original social status for most of them is unknown. However, the original social status of 295 workers is given in their contracts as they are identified as the son of a boar keeper, the daughter of a farmer, or just the son of a person identified only by name. As a result, I found that 145, or 49.2% of the sample were from families that were identified by business names or as carpenters. The remaining 150, or 50.8%, underwent some change in status. Of these, the majority were peasants identified only by a single name and the home village (101), identified specifically as farmers (24), and one identified as a boar keeper.

A smaller group, including the son of a medical doctor, came from families that had surnames. It is tempting to claim that these families were largely of the warrior class, but the Sugiyama, Konishi, Maruō and Mitamura houses all had and used surnames thus showing that a surname was not necessarily a sign that a person was a member of the warrior class. The Maruō and Mitamura families both claimed a warrior lineage, but the Sugiyama and Konishi families could only claim to be rich farmers and landowners.

I have already mentioned some contracts with no chops or other witnessing marks affixed that I suspect were used as such travel documents. Further examination of the chops or other marks affixed to the contracts

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145 Some contracts identified the parent in the text even though the parent was not listed among the witnesses to the contract at the end.

146 These houses all used their family name in business.
reveals several interesting correlations. I analyzed contracts for Kyoto businesses in table 3.4 below. I have divided the contracts according to whether a relative attached a witnessing mark to his name or not, and whether the worker attached a witnessing mark to his name. Then I analyzed these categories for migration and guarantor locality.

Table 3.4 Witnessing Marks for Relatives and Workers on Kyoto Contracts

<table>
<thead>
<tr>
<th>worker</th>
<th>rel with chop</th>
<th>rel no chop</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>no mark</td>
<td>some</td>
</tr>
<tr>
<td>same city</td>
<td>50</td>
<td>28</td>
</tr>
<tr>
<td>same prov</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>diff prov</td>
<td>24</td>
<td>14</td>
</tr>
<tr>
<td>near worker</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>near both</td>
<td>50</td>
<td>28</td>
</tr>
<tr>
<td>employer</td>
<td>19</td>
<td>11</td>
</tr>
<tr>
<td>neither</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>unknown</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>totals</td>
<td>78</td>
<td>45</td>
</tr>
</tbody>
</table>

As table 3.4 shows, Kyoto workers tended not to affix any witnessing marks on their contracts, and none of them attached such a mark independent of a relative. On the other hand, many contracts for workers who migrated from a different province have no chop or witnessing mark affixed for either
the worker or his relative. Many of the contracts state that "we who have affixed our chops below" take responsibility for the contract. Contracts on which the worker's parent has not affixed any sort of witnessing mark suggest that these parents were not responsible for the contract, and may not even have known of the contract. I suggest, based upon this and other evidence I have discussed above, that these contracts were used as travel documents and work applications. The worker then probably found a guarantor after he arrived in Kyoto. What about rural workers?

<table>
<thead>
<tr>
<th></th>
<th>rel with chop</th>
<th>rel no chop</th>
</tr>
</thead>
<tbody>
<tr>
<td>worker</td>
<td>no mark</td>
<td>some</td>
</tr>
<tr>
<td>same vill</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>same prov</td>
<td>18</td>
<td>40</td>
</tr>
<tr>
<td>diff prov</td>
<td>11</td>
<td>15</td>
</tr>
<tr>
<td>near worker</td>
<td>22</td>
<td>36</td>
</tr>
<tr>
<td>near both</td>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td>employer</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>neither</td>
<td>3</td>
<td>9</td>
</tr>
<tr>
<td>unknown</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td><strong>totals</strong></td>
<td><strong>33</strong></td>
<td><strong>63</strong></td>
</tr>
</tbody>
</table>
The same analysis with the same categories for rural workers reveals that most of these workers generally affixed some sort of chop or other witnessing mark to their contracts. This was true regardless of whether a relative also affixed a chop to the contract or not (see table 3.5). Moreover, many of these workers had their own chops, which is obvious when the parent has affixed a chop right next to the worker's chop and they can be compared. Fifty-one, or 41.5%, of the rural workers used their own chop independent of their parents. Another twenty-nine workers used some alternative such as a drawn chop called a kao, their parent's chop, or their fingerprint. In comparison, thirty-four or 16.8% of the Kyoto workers had their own seals, and only eleven used some other form of witnessing mark.

During the Tokugawa period, each household generally had only one chop. Sometimes businesses houses had two chops, one family chop and one business chop, but one chop per house was the general rule. When the worker used a different chop from his parent on the contract, it was a sign that he had a separate independent household.147 On the other hand, some of these workers using their own chops were quite young; the youngest was thirteen years old. I suggest, therefore, that a separate chop was a sign of a collateral member of the birth house. Moreover, it is likely that all of the workers who witnessed their own contracts were collateral members of their houses and therefore their birth families used contract-employment as a means of rotating them out of the birth house.

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Labor Migration and Tokugawa Society

During the eighteenth century, central and local governments frequently tried to control or prohibit labor migration. The Kansei reforms of the late eighteenth century represented the efforts of the central government to control labor migration. Matsudaira Sadanobu gave fallow land to mushukumono, or homeless wanderers, as part of his Kansei reforms. This policy grew out of a concern that much farm-land was untilled because of a lack of agricultural labor. Many farmers had also left their land, sometimes in the wake of famine or flood, and had not returned. Another part of the Kansei reforms that was repeated in the Tempo reforms of the 1830s was the practice of returning villagers who had migrated to the cities back to their villages. This policy too was aimed at remedying a chronic agricultural labor shortage in the provinces.\footnote{Tsuji Tatsuya, "Politics in the Eighteenth Century," 470.}

Many domains prohibited or tried to control labor migration outside the domain because they feared this would cause a shortage of agricultural labor. Tatsuno domain, for example, tried to control the time people were allowed to be away. The domain required full and complete records of their comings and goings and set time limits. People could not leave until after the wheat harvest in the fall, and were required to return before the rice planting season in the late spring. In 1754 the domain imposed a high tax upon villagers who were not back by the deadline, but this tax was widely protested. Twenty-three people from one village gathered in protest on the river bank, and were arrested and chained. The domain eventually realized it could not enforce its restrictions without losing the labor the restrictions were designed
to keep, and the restrictions were eased in 1763. Instead the domain required all people leaving for labor migration to register and remain in the fields until the sixth day of the tenth month each year.\textsuperscript{149}

The Hayashida domain, which was a neighbor to Tatsuno, tried to prevent labor migration altogether. The Hayashida domain also came to realize that trying to prevent people of the domain from finding work outside was unrealistic. Instead, the domain required laborers to apply for permission to leave. The migrant casual labor force and the people finding outside contract-labor increased for both the Tatsuno and Hayashida domains during the Kansei era (1789-1801). The two domains published notices encouraging people to find casual and contract labor within the domains, claiming that the increasing number of people finding outside work caused a local labor shortage. Finally, both domains required workers who were away for the year, (as were those who had contracts), to pay a fee to their villages to reimburse them for the labor lost by the workers’ absence.\textsuperscript{150}

This background implies that opportunities for casual and contract labor were lucrative enough to draw labor out of the rural areas in spite of government efforts to suppress outmigration. Furthermore, this outmigration created wage labor opportunities in the rural communities the laborers left behind. Domains, however, could take advantage of this process by encouraging local industries that would create local labor opportunities to keep local population in the domain and draw population to the domain from outside.

\textsuperscript{149}Yagi Tetsuhiro, "Kinsei Chūki no Mura no Seikatsu: Nōson Yojō Rōdō wa Dekasegi Ni."

\textsuperscript{150}Ibid.
The Tatsuno and Hayashida domains both tried unsuccessfully to prevent or restrict workers from leaving their domains. In both cases, the reasons cited by the domains in their policies and announcements was labor shortage. By the early nineteenth century, most domains recognized the futility of enforcing these prohibitions and many actually encouraged such migration from economic necessity. This may be another reason why contracts with more than two guarantors disappeared in the nineteenth century. Workers no longer needed the signatures of their village headman and elders to lend validity to their migration and contracts.

The Hikone domain in Omi province, for example, was very strict about maintaining its rice-growing population. The domain not only prohibited labor migration, but kept its merchants in the castle town separated from the villages and prohibited farmers from engaging in commercial activities. The domain acted as the agent for the people selling domain surplus and buying necessary imports. The domain reversed these policies in the early nineteenth century when it realized it had a high population and low income. Villagers were encouraged to find outside labor opportunities and the domain encouraged industry in an effort to bring more money into the domain. These villagers traveled as merchants, establishing shops along the highways specializing in textiles manufactured both in Hikone and elsewhere.

The common use of casual labor could also have been a result of the perceived labor shortage as was the long-term employment of contract-workers. Casual laborers worked on a here-today-gone-tomorrow basis, so

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151 Yagi, "Kinsei Chūki no Mura no Seikatsu," 235-238; Ogura, Ōmi Shōnin no Keiei, 28.

considering them a result of labor shortage may seem strange. However, many of these casual laborers were farmers, as I mentioned in chapter two above, who worked during their "free time" from agricultural labor. Their very lack of long-term contracts allowed them to work when many domains were concerned about losing their agricultural labor force as I explained above. If employers tried to maintain the necessary labor force by hiring these laborers for longer periods, then the employers may have lost this labor altogether. Using casual labor, therefore, increased the potential labor force making the maintenance of the necessary labor force easier.

This use of casual labor made it most convenient for larger manufacturers to locate close to rural communities. Laborers, too, could use their free time most profitably if they did not have to migrate far. This concern shaped the casual labor migration patterns. The casual labor employed by the Maruō brewery in Tatsuno, for example, tended to come from within the Tatsuno domain and neighboring domains within Harima province. The breweries in Settsu, however, used so much casual labor that these breweries drew workers from the neighboring provinces of Harima, Tamba, and Kawachi. Kawachi, however, also had a large textile industry and a smaller brewing industry which used labor within the province and drew labor from its neighboring provinces Izumi and Yamato. Thus

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153 Provinces as geographical units and domains as political units did not always, or even usually, coincide as I discussed above regarding Tondabayashi. The relationship was often similar to that of geographical Samoa and the political entities of American Samoa and Western Samoa. See also Yagi Tetsuhiro, "Kinsei Chüki no Mura no Seikatsu," 235-238.

154 Yunoki, Sake Zukuri no Rekishi, 190-214.

manufacturers competed for casual labor which was pulled into industry by an ever increasing demand.

Labor migration on this scale also had other social implications besides the capitalization of agricultural labor. It brought income into rural villages together with skills gained from experience in manufacturing. It provided local opportunities for social mobility as collateral members of rural households earned the capital to establish independent households or move out. Local farmers and small manufacturers also became brokers and wholesale merchants, and successful merchants often became landowners, landlords and farmers.\textsuperscript{156}

Labor-migration also facilitated the spread of information and the diffusion of general knowledge. Contract-labor, with its focus upon artisan and management apprentice positions, contributed to the spread of literacy and general math-calculation skills. This spread of general education also contributed to the cultural life of Tokugawa society as affluent farmers traveled to Kyoto and other local urban centers to learn and participate in the arts and intellectual discussion.\textsuperscript{157} And many traveled to sight-see or go on pilgrimages to famous temples and shrines creating a tourist industry.\textsuperscript{158}


\textsuperscript{157}The Sugiyama family is a prime example of this activity. The Sugiyama house and brewery buildings remain standing and are open to the public. The house architecture included paintings by famous artists on paper doors called fusuma, intricately carved lintels, tea rooms for the enjoyment of tea ceremony, and lacquerware beams as part of decorative alcoves called tokonoma. One Sugiyama daughter became a poet and was equally skilled on the koto, the Japanese thirteen stringed harp. Bunkazai Kenzōbutsu Hozon Gijutsu Kyōkai ed., Kyū Sugiyamake Jūtaku Shūri Kōji Hōkokusho, 12-13.

\textsuperscript{158}One of the perks many merchant houses gave their employees when they received home leave was a bonus to use for sightseeing on the way. Ogura, Omi Shōnin no Keiei, 114-116.
In conclusion, Tokugawa labor contracts developed out of the need to protect employers from the consequences of hiring strangers and accepting them as part of their house management. The employers were forced to hire such strangers as business and manufacturing grew and they required a larger labor force than could be supplied by the kin-group and other personal connections. This growth pulled both contract and casual labor into commerce and industry resulting in a shortage of agricultural labor. Local and national governments concerned with their agricultural base and the loss of agricultural labor tried, mostly unsuccessfully, to suppress labor out-migration.

However, this labor migration also brought income, skills, and information into the domains. After unsuccessfully trying to suppress labor migration, domain lords encouraged local industry as a way to maintain the local agricultural population and attract labor into their domain. Thus industry competed with agriculture for labor, and various industries and regions competed with each other for labor. In this fashion, rapidly expanding industrial opportunities pulled the agricultural population into geographic and social mobility and contributed to the formation of a dynamic society.
Chapter 4: Labor-Management Relations

In the previous chapter I detailed the hiring and migration patterns for contract and casual labor. And I discussed how various groups competed for contract and casual labor. This kind of competition points to a labor shortage. In this chapter I argue that labor shortage shaped labor-management relations. This argument relates to four areas: contract provisions and conditions, labor shortage, labor practices, and human capital.

In the first section I examine the contract relationship beginning with the kinds of labor contracts found in Tokugawa businesses. This topic leads into the issues of wages, credit, loans and debts. Then I consider the unwritten responsibilities employers had toward their employees, both contract and casual, regarding food, lodgings, and health care.

I discuss the demographic evidence of labor shortage in the second section. I argue that labor-migration and labor conditions generally beneficial to the worker nevertheless contributed to the fertility decline and population stagnation of the eighteenth century, and the mortality crisis of the nineteenth century. All of these conditions were part of the background of labor shortage.

In the third section I discuss the consequences of labor shortage for labor-management relations. I contrast the contract provisions designed to protect the employer with labor practices that favored the worker. This issue leads to question of human capital; who owns it and who controls it. Human capital refers to the labor and the skill of the worker. In many cases, the skill of the worker was acquired through apprenticeship with the employer house and further relates to the production technology of the house and house production secrets. I argue that employer houses used contracts to bind skilled
workers to the houses as a strategy for protecting their production secrets and maintaining a necessary population of skilled workers which again leads back to the issue of labor shortage.

In the final section I consider why production secrets were so important for the competitive edge of a house. I argue that the needs for quality raw materials and labor supply often made it more economical for a house to locate in rural areas. At the same time, transportation costs meant that products manufactured distant from the market would be more expensive than local products. These costs thus made quality a factor more important than quantity on the market as consumers required quality to justify the expense of the non-local product. I further argue that labor shortage influenced this balance as well.

**Contract Conditions**

During the Tokugawa period, a labor contract was called a guarantee of service. The term "service" covered all types of work, whether as a maid, a wet-nurse, a weaver, or a management apprentice who theoretically could later become the successor to the house. As a guarantee of service, the first section of the contract text identified the worker and delineated the terms of this service.

Most contracts clearly stated the month and year the contract agreement went into effect. However, the length of the contract period and the wage were often not specified. Some businesses hired their workers for a set period and a wage that was paid in advance. The employees of the Sugiyama sake brewery in Tondabayashi, for example, were hired for an average of one year
and paid an average of 150 monme in advance. Wet-nurse contracts also clearly stated the contract period and wage.\footnote{Although monetary valuations varied during the Tokugawa period, 50-65 monme of silver was approximately equal to one ryō of gold which equaled the price of one koku of rice or enough rice to feed one person for one full year. Hayami Akira has suggested that one ryō of gold was approximately equivalent to 500-1,000 American dollars in the present. If so, then one monme was worth approximately $10-$20, personal communication Hayami Akira July 1995.}

Many contracts said little or nothing of a wage even when the contract period was quite clear. The employees of the Noguchi dyeing business in Kyoto, for example, were hired for 6-10 years with no mention of a wage. The contract employees of the Tanaka carpentry workshop in Kyoto were also hired for ten years. Later in the Tanaka contracts, the guarantors stated that any money the employee might eventually earn should be applied to the expenses incurred by the Tanaka house for his food and clothing.

Most contracts in the data sample follow a straightforward format that gives no indication of debt or indenture as the following two excerpts show.

We send this person called Hanjiro to work for you from the horse year for ten years. This person was born in Kyoto at Takakura Shijō sagaru chō as the son of Matsuya Ihei and we have long known his family, therefore we stand as his guarantors.\footnote{Ishidiya Kichizō et al., [to Kōguya Hisaemon] "Hōkōnin Ukejo no Koto," Labor contract, 9/1714, Kumagai collection No. 506, Kyoto City Library of Historical Documents, Kyoto.}

This person called Sōsuke is well known to us. We here affirm that we stand as guarantors for him and send him to work for you as a tedai from this dragon month nine.\footnote{Aboshiya Shōbei et al., [to Konishi Shin'emon] "Hōkōnin Ukejo no Koto," Labor contract, 9/1784, Konishi collection No. 6-2-7, Itami Shūritsu Hakubutsukan, Itami.} Konishi collection 6-2-7, Itami 1784.

Some contracts, however, clearly show an indentured labor relationship. One contract for the Mitamura house in Echizen province shows a debt...
relationship in which the parent clearly intends to borrow more money against his daughter's wage in the future. Only two of the contracts in this collection take this form so I assume that Yoshi's father in the excerpt below really needed to borrow money as opposed to using the debt format as an excuse to enter into a labor contract. Notice that her contract clearly states the length of her service as well as the days it begins and ends. If it were an open-ended contract for a sum of money, it would violate the shogunate laws against selling people and slavery.\footnote{Money was coined in gold, silver and copper, and rice was the basis for calculating the value of the coins. One ryō of gold was equal in value to one koku of rice, or the amount necessary to feed one person for one year. The gold to silver exchange depended upon the price one koku of rice brought in the rice market, but generally fluctuated between fifty and sixty-five monme of silver. For comparison, I will change all wages into monme. When the wages were paid in ryō, I will use fifty as the exchange for the lower end of the wage range and sixty-five for the upper end of the wage range. Thus, the Kimura house paid two women 1-3 ryō which I will report as 50-195 monme of silver. For exact year to year valuations see Kobata Atsushi et al. ed., Dokushi Onran (Tokyo: Jinbutsu Oraisha, 1966).}

As I am unable to pay my tax rice this monkey [year] I have decided that my daughter [Yoshi] will work for you from this monkey twelfth month twelfth day until the coming ox [year] twelfth month twelfth day for a contract period of five years. I confirm that I have received eighty monme as her wage, and I certainly will use [it] to repay the authorities.\footnote{Kyūgīn gengin hachijijū monme tashikani uketori, gokōgisma e sashi age mōsu tokoro jishō nari.” Kichitayu et al., [ito Sei’emon] “Hōkōjin Ukejo no Koto,” Labor contract, 12/12/1776, Mitamura collection No. 1-283, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.} In addition, she will receive five sets of winter clothing from you. At this time I expect to borrow more money from you in the future and so ask that you give her no more than the five sets of winter clothing mentioned above and not provide summer clothing.

Sometimes contracts written in this form only use the need for tax money as an excuse for entering into a contract. I discussed in chapter three above the efforts of Tatsuno domain to prohibit labor-migration and contract-labor because they took labor away from agriculture. This situation made it
difficult for the Maruō house to legally hire any contract-labor, so they seem to have used the need to earn tax money as an excuse. I conclude this was an excuse for several reasons. They used this excuse in the sample contracts they made for workers to copy when drawing up a contract. The wages stated in the contract were far less than the worker could have earned as a casual laborer in their brewery in the same time with fewer restrictions. And one worker asked to be sent to their Kyoto branch shop as I show in the following excerpt. As a brewery worker, this person could have earned the same amount of money in one hundred days of labor.

I am unable to pay my tax rice at the end of this year, so from this rabbit year twelfth month to the coming dragon year twelfth month I affirm that I will work at the shop of your elder brother Miyake Genbei in Kyoto. I will not go against any of the house rules, not to mention the shogunate prohibitions. For wage I have received an advance of 120 monme which I will apply to the unpaid tax.164

Documents from other houses that used factory labor show that this type of arrangement did occur. One letter to the Sugiyama house from a young woman named Haya reveals that her father Tobei had worked in the Sugiyama brewery as a casual laborer to repay the money he borrowed from them to establish his own small business. In the letter, Haya thanks the house for forgiving the remaining debt her father had not yet managed to work off. The letter also shows how a local manufacturer helped a tenant farmer Tobei to change his social status and circumstances.165


I found that about half of the contracts for rural-based businesses in the data sample specified a wage (see table 4.1). The situation for each house was different, but generally there were several factors that entered into the issue of wage. Clearly, some of these contracts provided the worker's family with a monetary resource, and others were made to look that way to comply with local regulations as I discussed above. The men working for the Maruō house probably chose to enter their management hierarchy rather than work in their brewery, and the women may have contracted as maids for pre-marital training.

<table>
<thead>
<tr>
<th>house</th>
<th>female</th>
<th>N</th>
<th>male</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Konishi</td>
<td>-</td>
<td>-</td>
<td>50</td>
<td>1</td>
</tr>
<tr>
<td>Maruō</td>
<td>35-80</td>
<td>5</td>
<td>50-120</td>
<td>7</td>
</tr>
<tr>
<td>Mitamura</td>
<td>30-80</td>
<td>2</td>
<td>60-100</td>
<td>3</td>
</tr>
<tr>
<td>Sugiyama</td>
<td>30-200</td>
<td>12</td>
<td>65-800</td>
<td>29</td>
</tr>
<tr>
<td>Terao</td>
<td>50-130</td>
<td>6</td>
<td>40-200</td>
<td>10</td>
</tr>
</tbody>
</table>

The relationships in these contracts also reflect the role rural manufacturers played in the local community. These business houses were the local bank and credit source. They provided education and vocational training to local youths. And through these roles, the rural manufacturers
provided the means for social mobility and brought income into rural villages that was independent of agricultural duties and taxes.

Another factor was the need to compete for skilled labor. When the Sugiyama house hired skilled workers from regions known for quality sake, they lured them with high wages and short contracts. The short contracts were endlessly renewable as long as the wage was paid each period, and may have reflected the lack of trust the house had in these strangers, or possibly the workers' lack of trust in a rural brewery. The Sugiyama house similarly paid for older women to come for short contracts. These women were probably skilled in the arts, because this period is just when the Sugiyama house head became interested in tea ceremony and other pleasures.

Very few of the urban contracts, however, specified a wage. Most of the women whose contracts specified a wage were wet-nurses and two of the men were most probably household servants. The remaining six contracts that specify a wage appear to have been for skilled artisans or artisan apprentices. The Kimura contracts specify that these four workers, male and female, were weavers. Analyses of the few contracts, both urban and rural, that specify a wage reveals that men generally received more than women. Urban workers also generally received more than rural workers except when, as with the Sugiyama house, the rural house was trying to entice skilled workers from distant areas.

Although wages were often not stated in the contracts, the financial and wage obligations of employer to employee were important parts of the contract relation. The Kōnoike merchant house credited employee wages in an account book instead of paying them in cash. When the employee formed a branch house or retired, then his accumulated wage would be remitted to
him. This practice was also apparently used by the Kumagai house as well as the Omi merchant houses. As long as the employee worked for the house, anything he needed or wanted could be bought on credit and the house would pay for it, deducting the amount from the employee's wage account.

<table>
<thead>
<tr>
<th>house</th>
<th>fem wage range</th>
<th>N</th>
<th>male wage range</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endo</td>
<td>215</td>
<td>6*</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fukui</td>
<td>-</td>
<td>-</td>
<td>70-215</td>
<td>2</td>
</tr>
<tr>
<td>Kimura</td>
<td>50-195</td>
<td>2</td>
<td>50-325</td>
<td>2</td>
</tr>
<tr>
<td>Nakaji</td>
<td>215</td>
<td>1*</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Noguchi</td>
<td>172-274</td>
<td>2*</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>K Tanaka</td>
<td>129</td>
<td>1*</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Y Tanaka</td>
<td>-</td>
<td>-</td>
<td>20</td>
<td>1</td>
</tr>
<tr>
<td>Toyota</td>
<td>172-215</td>
<td>2*</td>
<td>0.15a</td>
<td>1</td>
</tr>
</tbody>
</table>

* All of these women were hired as wet-nurses.

a His wage was 70 mon of copper.

During apprenticeship this deduction amounted to an advance against future wages. This debit against future wages would disappear as the worker rose in the management hierarchy and his wage increased, and the remaining

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amount accumulated in the account book. With this system, the house became liable for employee debts, a liability that could be dangerous if the employee gambled. Certainly the Konishi house recognized this problem and sought to avoid it in the prohibition against gambling found in their contracts.

Although no wage was stated in the Kumagai house contracts, they specified that the house should keep any earnings on deposit until the year before the contract ended. The tools of the profession were also included in this agreement together with the earnings of the employee, implying that the house both provided the tools and would give them to the employee upon completion of the contract.

Apprentices usually received only a nominal wage, if any at all. Documents in the Matsuya and Kimura house collections reveal that parents sometimes paid the "employer" house to apprentice their children, although the fees do not seem high as compared to their later potential wages. Shōbei and Ichi, for example, paid 159 monme and three bu for their son's upkeep and training during his apprenticeship. Apprenticeship was, after all, a form of practical education. They were used for errands, babysitting, and housecleaning under the direction of the house mistress while she taught them reading, writing and arithmetic as well as the skills of the house.

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167 Ogura, Ōmi Shōnin no Keiei, 112.

168 The Konishi collection, Itami Shiritu Hakubutsukan, Itami.


attitude is reflected in the opening section of a contract for Hanji of Koya village in Echizen province.

Among my sons there is one called Hanji age thirteen this year who I send to work for you. As he is young we will not speak of a wage. You may employ him for any task to facilitate his growth [seichō]. You may employ him for as many years as necessary to oversee his development. Furthermore, if in the future of his training he should become competent at every task, please hire him to work for you in some capacity.

When Hanji graduated from training, he became eligible for a wage, and Mitamura house wages could be quite high. Kobata Atsushi reports that an 1821 document records wages for their tedai as 200-800 monme. A debt repayment contract for a skilled worker records a wage of five ryō and five bu or 250-300 monme per year.

Because I am in arrears for the above amount [429 monme 5 bu 3 ri] in paper orders, I will work for you from the last month of this ram year. My wage is set at five ryō five bu per year. I will ask if I need anything more. One ryō per year will be applied to the debt above according to your instructions.

Employers had other unwritten responsibilities to their employees. All workers lived on site, at least until a tedai achieved bekke or bettaku status. Indeed, the two terms mean "separate house" and "separate lodgings" respectively, referring to the privilege of moving out to establish an independent household.

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171Kobata, Okamoto Sanshi, 332-365.

Because all workers lived on site, employers considered worker living expenses as part of the labor cost invested by the employer and these expenses were usually not counted against worker wages. Living expenses included meals, a place to sleep and clothes for contract employees. They received two full sets of clothing from the skin out twice a year, winter and summer. This practice is reflected in the debt contract for Yoshi above when her father indicated that the house should only give her one set of winter clothing each year. Casual laborers, however, did not gain all of these benefits. The laborers received hot meals and lodgings on site, but they did not receive clothing. All wages were above and beyond these basic amenities.

All of the amenities provided by employers to their employees imply that the house mistress and the household servants were extremely important to the business. After all, the house mistress was in charge of the servants who provided these services. This also explains the need for wet-nurses. And it further explains why employers frequently chose wives for their bekke employees. The bekke employee was expected to set up a branch business and therefore needed a wife who could fulfill the role of his branch house mistress. This practice also shows why maid-service in a business house was a popular form of pre-marital training for young women. These young women, because they were known to and trained by the employer house, were

173 Ogura, Ōmi Shōnin no Keiei, 114.
174 Fruin, Kikkomau: Company, Clan and Community, 37-43.
prime candidates for wives of the newly graduating *bekke* branch managers. For country girls, this opportunity also meant social mobility.

Another important employer responsibility was general medical expenses for contract-workers. Ogura Eiichirō notes that the Omi merchants paid the general medical expenses of their employees, such as doctor's bills and medicine, but the cost of specialized treatment had to come from the workers' pockets. The contracts in the Matsuya collection specify that the house would care for the worker for three to five days and this sort of agreement was probably most common, even when not stated in the contracts. The guarantors promised to collect the worker after a certain period of time and either care for him or return him to his home. The real concern of the contracts was protecting the employer from blame in case of sudden illness or death as shown in the following excerpts.

If Kinosuke should become ill, we [the guarantors] will take him to a healing temple until he is well.

If he should become ill during his contract period, we will immediately retrieve him and his possessions.

If he should become ill, you will care for him for three to five days, but if the illness should last longer we will take him back.

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177 I do not have any information in this respect regarding the casual laborers. If casual laborers received medical benefits, then this practice would have had consequences even more serious than those I will discuss in the next section.

178 Ogura, *Ōmi Shōnin no Keici*, 113.


should die suddenly, we will get him immediately so you suffer no inconvenience.\textsuperscript{181}

If he suffers sudden death or sudden illness, we will not blame you.\textsuperscript{182}

The issues of sudden illness and sudden death were immediate concerns during the latter half of the Tokugawa period because of epidemics and other problems I will discuss in the next section.

As the contract and labor conditions discussed in this section show, contract-workers became members of the employer's household distinguishable from the kin members of the house only by their wages. Because these wages were often recorded in account books rather than regularly paid in cash, this difference probably seemed very slight. In fact, Nakano Takashi points out that kin members of the family were increasingly defined by their roles in the house business rather than their kin-relationship to the house head.\textsuperscript{183}

\section*{Labor and Population}

The population of Japan grew greatly during the seventeenth century and then appears to have leveled off in the early eighteenth century. In this section, I argue that the labor conditions described in the previous section above were conducive to the spread of epidemic diseases and high mortality.


Furthermore, increased need for industrial labor contributed to lower fertility in regions where there were many opportunities for labor migration, because married couples spent less time together.

Hayami Akira estimates that the population of Japan grew at a rate of 0.7% per year during the seventeenth century. The population density was already 5.5 people per hectare at the time of the first Tokugawa national census in 1600 which is three times the population density in 1800 of Flanders, one of the most densely populated regions of Europe. Japan's population density doubled to 10.6 people per hectare in 1721 around the time Japan's high rate of population growth ended. 184

There were twenty-five measles epidemics during this period; twelve occurred between the years 1708 and 1862. Typhus epidemics struck Japan ten times between 1763 and 1867; smallpox epidemics occurred in 1686, 1722, and 1844-1847; and cholera killed tens of thousands of people in 1822, 1858, 1862, and 1863. 185

Although central Japan had both low fertility and low mortality rates and an apparently stable population during the eighteenth and early nineteenth centuries, epidemic diseases and death from illness were probably very visible. The dangers of such epidemics were particularly serious in urban areas where living conditions were overcrowded. The overall population

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stability probably reflected relatively higher fertility in rural villages to balance the demonstrably higher mortality of the urban areas.186

The labor conditions I described in the previous section above were particularly susceptible to the spread of epidemic disease because large numbers of people — all of the employees of a given business, for example — were eating, working, and sleeping together. If only one customer, dealer, or worker came down with a disease, such as measles, they all would contract it. Employers cared for workers for a few days, but workers with more serious illnesses were sent home, thereby spreading the disease to the people they met on the road home and the people in their home villages if they made it that far.

This practice is apparent in three miscellaneous documents I found in the data sample. Shōbei, a worker for the Noguchi house since childhood, was given time off to return home and get well in 1812. The letter from his mother and brother thanked the Noguchi house for agreeing to welcome Shōbei back after he was healed.187

Kuno, a young woman hired by the Noguchi house in 1802, became ill in 1803. The house let her go because the illness appeared to be long-lasting. Her parents recognized this situation in their letter and promised to retrieve Kuno's clothes and other possessions from the house. They also promised she

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would not work for any other business in the same industry. Her guarantor found another woman, Kin, to replace Kuno.

Koshichi, a Matsuya employee, died under contract in 1835. His parents thanked Matsuya for employing and caring for him in their letter. They noted that they had written a separate receipt for his accumulated wages and his possessions, and they promised not to cause any trouble or say anything against Matsuya.

The problem of reprisals from angry family members in case of worker illness seems to have been a real concern for Tokugawa employer houses. These three documents in particular were written at a time when the problems of sudden illness and sudden death became chronic as illustrated by Yasuoka Shigeaki’s 1989 study of the Mitsui house federation.

When Yasuoka first looked at the workers at the main Mitsui shops, he was impressed with the rapid turnover in the regular *tedai* workers and theorized that Mitsui had developed a more modern capitalistic system than other merchant houses he studied. Closer examination of when and why these workers were leaving the house so quickly, however, revealed that nearly all of the workers left the house because of illness or death, and that this tendency increased over time. He found, after further investigation, that the amount of money spent for each *tedai* worker per day was halved from the Kansei and Bunka eras (1789-1818) to the Kōka era and the end of the Tokugawa period (1844-1868). Mitsui had economized on an interesting array of amenities —

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190 “Issatsu no Koto,” Acknowledgement of death, 8/1835, Matsuya collection No. 125, Kyoto Furitsu Shiryōkan, Kyoto.
medicine, tea, sake, snacks, greens, dried food, and seaweed — particularly after the Tempo reforms instituted by the shogunate during the Tempo era (1830-1844).  

Yasuoka's study does not imply that this situation existed for all businesses, or even most merchant houses during the eras he examined. Indeed, he was attracted to the phenomenon because the rapid turnover was unusual. Nevertheless, the Mitsui data graphically shows how differences in the quality of employer care affected local demographic patterns.  

This evidence implies a relation between labor and urban mortality. Urban mortality rates were generally higher than rural mortality rates. Therefore, urban areas required a constant influx of population from rural areas to maintain a stable population and labor force. Since the rural fertility rate was lower than the urban mortality rate, population tended to drain from rural villages to towns and cities.  

This explanation partially accounts for the low population found in areas where labor opportunities were numerous, and conversely the high population of areas where labor outmigration was successfully prohibited, as for example in the Hikone domain as I discussed at the end of chapter three above. Furthermore, a high urban mortality rate may partly explain the labor shortage, particularly of trained contract labor. I cannot really draw any further conclusions. As Hayami points out, the demographic evidence

\[191\text{Yasuoka Shigeki, "Mitsui Ryōgaeten ni okeru Hōkōnin no Kinzoku Jijō," }\textit{Shakai Kagaku} 42 (Kyoto, 1989) 8-14.\]

\[192\text{Hayami, "Rural Migration and Fertility," }130-132.\]
requires a great deal more detailed study before conclusions regarding any causal relations between the economy and population can be reached.\textsuperscript{193}

Regardless of the reality of labor supply, the structures and practices of Tokugawa businesses were based upon an assumption of labor shortage. This perception marks Tokugawa and later Japanese economic development as essentially different from that of Europe during the same period which was based upon the assumption of labor surplus. This assumption of labor shortage put the workers in a relatively strong position in relation to their employers. And, if true, may have contributed to the economic stagnation of the late Tokugawa period if labor supply was unable to keep up with demand. This stagnation was probably aggravated by the underlying assumption of continuous expansion of the house business structure. This assumption is behind the \textit{bekke} system in which employees were given the capital financing to set up independent, or semi-independent branch businesses after they reached a certain level in the management hierarchy. In such a situation, weaker businesses and overextended businesses would fold and workers would either return to the provinces, taking their skills with them, or join other houses as skilled workers.

\textbf{Labor-Management Relations}

The final section of contract text outlined the parameters of the employer-employee relationship and the basic details of guarantor liability. The prohibitions, promises and penalties in the text were designed to protect the employer from trouble or loss caused by the employee. Many contracts

promised that the employee would treasure his service and work diligently. Every contract promised that the guarantors would settle any trouble so that the employee would not cause "even the slightest difficulty" for the employer.

When I compare the contract provisions with the realities of labor practice as found in miscellaneous letters of thanks, apology, report, and claim from employee, parent and guarantor to the employer house, I find that the contract provisions designed to protect the employer house were balanced by labor practices that favored the workers. I argue that these practices were the consequences of labor shortage and the efforts of employers to maintain their human capital.

Two provisions written contracts always included were specific prohibitions against running away and taking house property. The term used for "running away" was *kakeochi*; if the worker took house property as he went, the term was *torinige*. In either case, the employer lost the labor of the employee. The penalties for these two prohibitions directly addressed the swindling scams that were such a problem in the seventeenth and early eighteenth centuries. At the same time, the concern about labor lost is echoed in many of the other provisions.

According to the contracts, if an employee ran away the guarantors were expected to take care of the problem. Although there were some variations, the guarantors generally promised to find the employee and bring him back.

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reimbursing the employer for any lost money or goods. If they could not find him, they were either to find a replacement or repay the value of any wages paid in advance. After these debts were settled, the main penalty the employer required of the employee in the contracts was an apology, although the contracts suggest other action could be taken against the employee. In the Endo house contracts of Kyoto the guarantors agreed to report the employee to the authorities, but this provision was unusual. The following contract excerpts show the general rule.

If she [the worker] should run away or take anything, the undersigned [guarantors] will reimburse your lost goods and find someone to work the remainder of her contract in her stead.\footnote{Kichitayu and Kyūbei, [to Sei’uemon] “Hōkōnin Ukejo no Koto,” Labor contract, 12/1776, Mitamura collection No. 1-283, Ipadatechō Rekishi Minzoku Shiryōkan.}

If he runs away or takes anything, we will reimburse your lost goods and take whatever action you prefer.\footnote{Magosuke et al., [to Maruyōya Magō’emon] “Hōkōnin Ukejo no Koto,” Labor contract, 12/1795, Maruō Mitsue Private collection No. 491-10, Tatsuno.}

If he should happen to run away, we will find him and apologize.\footnote{Aboshiya Shōbei et al., [to Konishi Shin’uemon] “Hōkōnin Ukejo no Koto,” Labor contract, 9/1784, Konishi collection No. 6-2-7, Itami Shiritu Hakubutsukan, Itami.}

If she should cause any trouble whatsoever, not to mention stealing money, or running away, we will be sure that the house suffers from no difficulties at all.\footnote{Kisanji and Roku’uemon, [to Kanaya Yasubei] “Hōkōnin Ukejo no Koto,” Labor contract, 3/1776, Noguchi collection No. 289, Kyoto City Library of Historical Documents, Kyoto.}
If this person should run away or cause any problems, we will report him to the authorities and apologize so he will not cause any trouble for you.\textsuperscript{200} Endo collection 666 Kyoto 1832.

The above excerpts give the penalties in the contracts, but what actually happened when an employee stole money or ran away? The cases of three workers who stole money from their employer show that the worker was often rehired after he or his family paid the money back and apologized. Two workers, Kosuke and Kasuke, were employed by the Noguchi house represented in the excerpts above, and they each wrote letters of apology in the fifth month of 1823.\textsuperscript{201} The following example is a translation of the text for Kasuke's apology.

My son Kasuke has worked for you since he was small and you specially favored him. However, Kasuke became disobedient and unlawfully took and used important shop items and money. I immediately should have returned the money as soon as I learned of his crime, but it was an inconvenient time for me so at this time I ask you to have compassion and allow me to delay payment. I am thankful that you will continue to employ Kasuke. I, his parent, will return your lost items as soon as convenient and I charge him to work his best for you and request his reconciliation and your forgiveness.

I have investigated the accusations of his unlawful theft and find that he was clearly guilty. I ask, please, that I be allowed to delay the repayment. Kasuke has repeatedly asked to go back to you so we spoke to Manbei of your house and I apologise for tiring him with this problem, but he has arranged for Kasuke to return to you.

\textsuperscript{200} Wakasaya Denbei et al., [to Hiranoya Yasubei] "Hōkōnin Ukejo no Koto," Labor contract, 9/1832, Endo collection No. 666, Kyoto City Library of Historical Documents, Kyoto.

\textsuperscript{201} There are many other letters of this same type in the data sample. I chose Kasuke's letter because the original microfilm was relatively more legible and easier to translate than some of the others.
He will work hard and I will not allow further impudence or unlawful actions...²⁰²

There are several points of note in this apology that are common to most of the apologies in the data sample. The letter tells exactly what Kasuke was accused and found guilty of. Furthermore, investigation of the crime and determination of guilt was the responsibility of the guarantor, or parent in this case. The letter tells of their arrangements to reimburse the stolen items and of Kasuke's apologies. Then it goes on to thank them for rehiring him. The final part of the letter states the standard contract provisions so I assume he was rehired. The letter relates the history of the entire process of the crime and settlement in one document.

Kosuke's apology reveals a similar process. Kosuke wrote that he had unlawfully used house money and goods by mistake. When he was remanded to his guarantors for investigation, they found that the accusations were true. He and his guarantors apologized, accepting that he was fired for repeated unlawful actions and disobedience. After Kosuke repented and apologized many times, his guarantors and the employer deemed that he had turned over a new leaf and could go back to work. His guarantors agreed to procure and pay whatever amount the employer judged to be appropriate to atone for Kosuke's wrongdoing. Finally, Kosuke agreed to the terms of his original contract.²⁰³

There is no sign that either worker was reported to the authorities or underwent any punishment beyond apologizing and replacing the value the house had lost. When workers used house funds for personal reasons without

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²⁰³Kosuke et al., [to Kanaya Yasubei] "Issatsu no Koto," Letter of apology, 5/1823, Noguchi collection No. 280, Kyoto. I include the full original text and translation in the appendix.
the approval of the house, they were frequently fired for unlawful activity, insolence, and disobedience. The terms used were *kokoroe tagai* for disobedience and *furachi* for insolence or unlawful activity. In many documents it is difficult to know which meaning applies, but surely an employee was more likely to have been fired for unlawful activity than insolence. A third term with weaker connotations was *fuchōhō* which simply meant the worker was rude or ill-mannered.

Many contracts prohibited the worker from finding employment in the same industry or even going into business for himself after he was fired. And many times a contract or apology also prohibited the worker from even approaching the employer shop or customers.

If this person should be fired for disobedience during his contract period we will certainly settle up his room and board fees on top of which he shall not be allowed to go into business for himself.\(^\text{204}\)

In practice, however, the situation was rather different. An employer house was often reluctant to lose the skills and labor of a skilled worker. The following apology and notice shows how even a worker who had been fired might continue working at a different branch.

My son Chūshichi has worked for your branch house under Mr. Usa since he was young. Last rat year [1816] month five he [Chūshichi] was fired for disservice and remanded to your care where he worked for you until he returned to us [the parent and the guarantor] this year. At this time at your shop, before the present trouble occurred, he made a good recovery within the year which we know very well was from your keeping him. We can now pay half the amount Mr. Usa lost with interest and we send it to you. We have added a considerable sum

\(^{204}\text{Each of the contracts in the Tanaka collection contain this clause. Tanaka Kichibei collection, Kyoto City Library of Historical Documents.}\)
to the original amount and will be grateful if you can repay the remaining debt from this sum and return the rest to Chūshichi's lodgings. Now, of course, we promise that he will not steal or run away or interfere with your profits. If he should cause any further trouble, we will immediately come forward to take care of the matter and apologize. This certificate is valid as written.205

When a branch of the Kimura house fired Chūshichi, all they did was send him to the main house where he continued working. He was not sent home until after he caused trouble a second time. Even then, he continued working as a commuter and the letter implies, by the addition of contract provisions at the end, that he will be reconciled and hired again. This process of firing and rehiring was not limited to Chūshichi. Another worker at the same shop began his career in the main house, was fired and rehired, and fired again three years later with no expectation to be rehired. Nevertheless, the house continued to employ him on a limited basis for several months after which he was rehabilitated and rehired again.206

I found that this pattern of fire and rehire was not limited to the Kimura house, or to skilled artisans in the protoindustrial part of Tokugawa economy. A management tedai employed by Matsuya reveals a similar pattern in his apology of 1868.

I have worked for you since childhood and have occasionally been impudent and caused trouble. In the last rooster year [1861] I also ran away and caused trouble for my foster parent. I thank you for


welcoming me back. Since then, during the last ox year [1867], you have paid me more money than I need for which I again thank you. As I worked for you, I found myself sick in an inn in Shikoku as I made the rounds of the Western provinces and used the company funds you had advanced to me to get drunk. Now I have been fired mid-journey and, realizing that I have committed many errors and have frequently been impudent, yet I ask for permission to return to work for you.207

The collection contains another letter of apology from Sensuke on this issue as well as one from his guarantor. There is no way of knowing whether Matsuya actually rehired him this time. Nevertheless, they had apparently rehired him in the past and there is no reason to believe they did not rehire him again. I argue that the only reason employers would repeatedly rehire workers who caused trouble was that these workers could not be replaced. This need to keep the worker in the face of serious breaches of contract implies labor shortage. Yet there are other factors to the equation.

Skilled workers were valuable assets which employers lost when an employee ran away, even when no wages were paid in advance as revealed in the following example.

Torakichi, an apprentice carpenter of the Tanaka house, was sent on an errand for the house one day and disappeared. His mother reported the investigation in her letter to the Tanaka house. Torakichi left on the seventeenth day of the seventh month in 1848. Kamekichi, an employee of Sumiya Yahei, claimed he saw Torakichi at the Osaka docks on the nineteenth day of the same month. Torakichi's mother felt this investigation showed

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beyond doubt that he had run away, so she apologized to the Tanaka house and asked what they wanted in compensation.208

Because this document was merely the report of an investigation, I cannot say what happened afterwards. The investigation was necessary, even though Torakichi had obviously disappeared, because he could have met with some mishap and been injured or killed. Again, his guarantor and family were in charge of the investigation and reported the results to the employer. According to the contract, the guarantor was expected to continue looking for Torakichi and provide the Tanaka house with a replacement in the meantime.

One common problem addressed by many contracts was that of employees who took leave without notice. Obviously this action would be difficult to distinguish from running away. An employee who took a sudden leave of absence and borrowed money would be acting in the same way as one who stole money and ran away. Certainly some employees caught at the latter action may have claimed it was the former action. Repeated problems of this kind explain the frequency of the following clause.

Even if something should happen to his parents or something unusual occurs, he is not to take leave without notice.209

Furthermore, if he should take time off, then, as agreed, he is not to seek employment in the same profession.210

208Echizenya Sono and Takesuke, [to Omiya Kichibei] "Issatsu no Koto," letter of apology, year of the monkey (1848'?), Tanaka Kichibei collection J1124, Kyoto City Library of Historical Documents, Kyoto


Of course he is not to take time off without good reason ...\textsuperscript{211}

Tokugawa documents use the term \textit{hima} for two different situations. Workers were given \textit{hima} when they were fired, but they took \textit{hima} as a leave of absence. The term was therefore used to mean either temporary or permanent time off, either forced or taken voluntarily. Two workers at two different houses who requested either time off or to be let go show what happened in practice.

Yohei was in the middle of his contract with the Endo house when his father, Matsumaeya Uhei, requested his return in 1823. According to his letter, Uhei decided he needed Yohei to take over the family business. The Endo house apparently agreed to return Yohei for Uhei thanked them, but he promised not to require Yohei's return within the year. He also agreed to settle any problems that should occur.\textsuperscript{212}

Zenzō of Omi province had a foster son Yoshimatsu who worked for the Kimura house in Kyoto. Zenzō became Yoshimatsu's foster parent at the request of Yoshimatsu's real father Ihei in 1793. Ihei left an inheritance for Yoshimatsu in the care of Zenzō, who then asked that the house return Yoshimatsu to receive the inheritance in 1796. In his letter, Zenzō promised that Yoshimatsu would not cause any trouble for the Kimura house or say anything to anyone else, presumably about house production or business practices.\textsuperscript{213}

\textsuperscript{211}Aboshiya Shōbei et al., [to Konishi Shin'emon] "Hōkōnin Ukejo no Koto," Labor contract, 9/1784, Konishi collection No. 6-2-7, Itami Shiritsu Hakubutsukan, Itami.

\textsuperscript{212}Matsumaeya Uhei et al., [to Hiranoya Yasaburō] "Issatsu," Letter requesting leave, 6/1823, Endo collection No. 721, Kyoto City Library of Historical Documents, Kyoto.

Thus, the spread of house skills to competitors was a common concern of businesses using skilled employees. Employees trained by the house were expected to use their skills for the house that trained them and not for the competition. The contracts of several houses contained specific prohibitions against secretly contracting business on the side.

This person is not to take time off or go to work for someone else during the contract period. If this should happen, she will accept whatever action you feel is appropriate without one word of complaint.

If this person should secretly conduct business on the side, cause you to lose money or profit, use an excessive amount of money, run away or take anything, we the guarantors will certainly investigate your lost items and reimburse you so that you will not suffer any loss.214

He must not set up any private business or do any gambling.215

The reality of labor practice was equally harsh as shown by the following two examples.

Zensuke, an artisan apprentice (deshi) of Wakasaya Rihei, wrote a letter of complaint to the Kimura house in 1805. "Your [the Kimura house] Oman has been serving a contract for Yawataya Kahei, while at the same time she has contracted with us [at Wakasaya] under the same terms." Zensuke demanded that she be returned to her parents and not allowed to live in Kyoto. He also confirmed that his shop (Wakasaya) had already received 500 bu in compensation money from the Kimura house.216


From this letter, Oman was apparently identified as a member of the Kimura house, but she was not a daughter of the house as she had parents outside of Kyoto. As a Kimura house artisan she was working for Wakasaya, apparently with the knowledge of the house. Privately entering into a contract with Yawataya, however, took some ingenuity. Who guaranteed her? Or did they not require a guarantor because they knew the Kimura house? Where did she live? Did she commute? Unfortunately, I have no good answer to these questions except to note that other Kimura house workers managed to commute (Chūshichi above) so maybe Oman did so as well.

Shōsuke, a worker at the Noguchi house, stole house products and started selling them secretly on the side. He was caught and promised, together with his guarantor and parents, that he would return the goods within the following year. In addition to his written apology, they agreed to pay 800 monme in compensation for the trouble Shōsuke caused and the goods he took. Furthermore, according to the penalty clause of his contract he promised not to work for another shop in the same business or hire out as an artisan to any of the Noguchi house regular customers. He also promised not to approach either the Noguchi shop or their customers and agreed that the house could take any action they felt appropriate to stop him.^217^  

The same punishment also appears in the contracts of several businesses as shown in the following excerpt.

If he should take time off or be fired for failing to meet your expectations, then even if he is offered the chance to work for or be

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adopted into another house, we will not send him anywhere that will be a hindrance to you.218

Several important points deserve notice regarding this concern. First, the penalty did not say the employee could never work elsewhere in the same business. Rather, there were several limitations placed upon such work. The employee was banned from doing business outside the house while still under contract with the house. The same was true if the contract ended prematurely whether the employee ran away or was fired. This prohibition reinforced those against running away or taking leave without notice. Furthermore, it prevented poorly or partially trained employees from working elsewhere and damaging the reputation of the house. At the same time, these limitations protected the house from loss of labor, profit, or business secrets. Finally, the prohibition against working for other businesses or setting up an independent business in the same industry seemed to apply only to workers who stayed in the area.

Oman, above, was sent back to her parents and barred from working in Kyoto. Her actions showed she had no compunctions about working for rival businesses, so they decided to protect their secrets by sending her away. Of course, she took her knowledge of their secrets with her, but that damage was already accomplished. The businesses were preventing future damage.

Shōsuke (above), however, did not leak house secrets, but set himself up in competition with his employer using house property. By doing so he stole house property, profits, and customers, but he did not give any extra advantage to competitors. Like Oman, he was fired and barred from working

in the industry, but he was not sent out of Kyoto. In comparison, Oman's "crime" had greater potential to damage house business even though she had not stolen anything. In this regard, when Zenzō's son Yoshimatsu, who I discussed above, gave his promise not to speak to anyone regarding house business, the prohibition was probably limited to Kyoto. As I noted above, the Kimura house and the trade association had no control over Yoshimatsu outside of Kyoto.

Thus far most of the examples I have presented from miscellaneous documents came from Kyoto collections and the textile and dyeing industries. A group of documents in the Hakutsuru Breweries published collection, however, reveals a similar pattern in a dramatic fashion.219

Magoshichi was first hired by Hakutsuru, then known as the Kanō house or Zaimokuya, in 1781 when he was twelve years old. His name at that time was Tsuigorō, son of Magoichirō of Mikage village, and his guarantor was Kichibe of the same village.220 Magoshichi graduated to semi-independent bekke status in 1798 at which time he also married and was loaned a house-shop, tools, furnishings, and a basic capital investment. He agreed to commute to work at the main house for five years during which time he would try to repay the basic investment of the house.

By 1809 Magoshichi had nearly repaid his debt to the house and was an important officer in the house management. He kept his transactions clean and was admired as a model of success. After achieving this position, he was


220 Men usually changed their names several times during the life course and these names could reflect their social status or training. However, little research has attempted to track the pattern of name changes and what their criteria were, if any.
found guilty of secretly subverting officers and managers of the main house to a scheme to take over the house from within. His guarantors compared his actions to the adultery of a cherished wife in their letter reporting the results of their investigation. What did he actually do?

Magoshichi approached the chief brewers and had leftover materials secretly diverted to him. He also arranged to collect the rice that remained stuck to the sides and lid of the steamer after most of the rice was removed for the next step in the brewing process. He then used these leftovers and Hakutsuru tools and persuaded some of the brewery artisans to help him secretly brew sake from his gleanings. He sold this sake under the Hakutsuru brand name, pocketing the profits and giving small private bonuses to the workers who helped him. Brewery suppliers of wood and other necessities were also subverted in the same manner. Finally, he did this at other Hakutsuru branch breweries as well, and not just at the one he was in charge of.

As punishment, the Kanō house denied his identification as representing Kanōya or Zaimokuya. He could no longer use either these names or their official seals which were taken from him. He could no longer use any of the shipping or retail clients of the house. He was denied access to house property. He was required to vacate his house loaned to him by the main house by the end of the year. However, he was allowed to keep his household goods, personal funds, and tools. The results of the investigation and his

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221 These two names were the business names used by Hakutsuru. Hakutsuru actually was their brand name which they adopted as the business name after the Tokugawa period ended. Kano was the name of the house. Zaimokuya, meaning "lumber supply," probably reflects the business they did before they began brewing sake. This whole process took place in front of the house ancestral shrine, giving it magical authority. At the same time, Hakutsuru informed all collateral members of the house as well as all of their business partners that Hakutsuru would not honor new contracts by Magoshichi and did not recognize his use of their name. The key act here, however, was that they confiscated the seals that contained their name and logo.
punishment were read and presented to him in front of the house Buddhist shrine on the twenty-fifth day of the eighth month of 1809.

Hakutsuru sent letters to the retail shops and shippers who handled Hakutsuru sake on the twenty-sixth day of the same month. These business partners were informed that all old transactions with Magoshichi would be honored by the house, but that he was no longer recognized as a member of the house and no new transactions would be honored by them. The house requested that they inform the house immediately if he should approach them regarding any new transactions. Hakutsuru sent letters to all of its subsidiaries, business partners and important members of the industry on the twenty-seventh day of the same month informing them of Magoshichi's loss of status and identification with the house. The other bekke officers replied, stating their compliance and regrets that Magoshichi could have committed such a crime.

Magoshichi wrote a letter of apology during the same month, although the day is not given. He recognized the accusations and wrote he had not one word of excuse. Then he recognized and accepted the punishments applied to him. This letter was delivered to two officers of the house who copied it and sent it to Jihei, the house head. Magoshichi was denied access to Hakutsuru property, so he next approached Jihei's neighbors, Shioya Mohei, Yamadaya Shinemon and Amiya Kichibe and apologized to them.

These three neighbors agreed to act as Magoshichi's representatives and repeatedly approached other bekke officers of Hakutsuru, Heizō, Shōbei, and Risuke to beg forgiveness for Magoshichi. At the end of 1809 Magoshichi asked through his representatives that he be allowed access to Jihei's garden. This permission was granted in the first month of the lunar new year in 1810.
Kanō Jihei, head of the brewing company, performed the requiem rites for the fiftieth anniversary of his grandfather Yoshikiyō's death in the second month of 1810. At that time Magoshichi was allowed to attend and he was forgiven and reinstated with a toast in front of the house Buddhist shrine. Magoshichi wrote his thanks for Jihei's forgiveness and his reinstatement on the eleventh day of the month. The only difference from before was that Risuke became first among the bekke officers and Magoshichi became second. Finally, Jihei wrote to all the subsidiaries, business partners and industry members that Magoshichi had turned over a new leaf and was reinstated to all the same privileges and responsibilities as before. He requested them to forget that the trouble had ever happened.222

As the cases of Magoshichi and other workers discussed above show, Tokugawa employers apparently forgave their employees for quite serious crimes such as stealing and embezzling. The troublesome employee was not only forgiven, but rehired, often to the same position of responsibility he had before he committed his crime. Furthermore, the employee could be fired and rehired several times in his career without adverse effect. Why did Tokugawa employers tolerate and forgive such criminal activities so readily? This tolerance was probably the result of three inter-dependent factors: the workers' membership in the house which served as a surrogate family, the care and training the employers invested in the workers over the years, and labor shortage.

Essentially, the employer house became the surrogate family and the house head became the surrogate parent of the contract employees.

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Magoshichi first became a member of the house at age twelve. Many of the other employees at various shops who were repeatedly fired and forgiven, began their apologies with the phrase, "I have served you since I was young..." Contract employees were typically hired in their teens, sometimes in their early teens as I discussed above in chapter two. The employer provided food, clothing, education, and a place to sleep in the same house as the employer. This paternalistic relationship probably encouraged employers to treat a repentant employee as the proverbial prodigal son. However, many sons have been disowned for actions much less serious than those described above.

These employees were not only members of the house from childhood; they were skilled workers trained by the employer house at great expense. Employers invested years of basic sustenance and training as well as regular monetary allowances, loans, and later wages into these contract employees. Their skills were human capital assets belonging to the employer. The care and training employers invested in their contract employees was certainly a major factor in the willingness of an employer to forgive and rehire repentant employees. Otherwise, the employees and their skills would go elsewhere and could be used to benefit competitors despite promises to the contrary. After all, who can trust the promise of a thief?

Employers also found it difficult to replace such workers because of their skills. The guarantor may have promised to find a replacement for a worker who caused trouble, but where would he find one with the necessary skills and training? At a time of general labor shortage, each skilled laborer was a precious asset that the employer often could not afford to lose.

This combination of labor shortage, the importance of skilled labor, and a paternalistic system made the skilled workers' position relatively strong.
But what choices did the skilled worker have if the employer house refused to rehire him? Why did he continue to apologize and return?

While a skilled worker could establish his own independent business out of town, either in the provinces or in another city, his former employer would attempt to bar him from the network of contacts established when he was an employee. The case of Magoshichi above shows the action an employer might take in this respect. Nevertheless, the worker had his skills and probably could start a small business if he could put together the necessary capital for the initial investment.

An easier choice would have been to sell his skills as a freelance artisan. Again, his former employer would try to persuade other employers not to employ him, but the recalcitrant worker could probably succeed in another city, town or region. Indeed, this is one way in which the silk, cotton, and paper industries spread in Japan. Workers who gained skills in one region traveled to other areas, ran away or were fired, and took their skills with them. In many cases, however, the worker was probably in a better position if he stayed with his original employer, and the benefits of a secure relationship with the employer probably acted as a factor protecting the employer from excessive problems with skilled workers.

**Human Capital and Competition**

A key aspect of labor-management relations was the issue of human capital. For the Tokugawa employers, the skills of the workers trained by the house were the embodiment of their house production secrets. Therefore, the right to exploit those skills, the human capital of the workers, belonged to the house for as long as the worker was a member of the house. Even after the worker left the house, as a semi-independent *bekke* or a troublesome worker,
the employer who trained him tried to guarantee that these skills would not be used in competition against him in the local market.

In this section I ask how and why business competition depended so heavily upon house production secrets and the control of human capital. I argue that product quality and distinctiveness were the most dependent variables in the equation for market success, and that these depended upon human capital.

The Tokugawa economy suffered serious blows during the Tempo era from famine and social turmoil and many businesses took steps to economize in their struggle to survive the crisis. I discussed Yasuoka's findings regarding Mitsui's efforts to economize their investment in human capital and the results in worker illness and death in a previous section.\textsuperscript{223}

The Mitamura house tried economizing on its production process by doing fewer washes and rinses. This effort backfired, because it lowered the quality of the paper they produced and they could no longer compete with other local manufacturers on the basis of quality. At the same time, shipping costs rose making the Mitamura paper more expensive on the urban markets. When their paper quality was good or better than other manufacturers, the higher shipping costs and the higher market price was not a major problem because consumers would buy it for the quality. When this quality went down, then consumers had no reason to choose Mitamura paper over other cheaper papers.\textsuperscript{224}


Quality was apparently a major factor in local competition, probably because this variable was the least stable. All of the local manufacturers had access to the same raw materials. In a wood technology, all of the local manufacturers used the same kinds of tools and had the same investment. All the manufacturers from the same region had the same transportation costs. In fact, they often shared transportation costs when shipping their products to other regions. This means that the production technology of a house — the house secrets — and the skills of its workers — the human capital — were key elements of the competitiveness of the house product on the local market and in comparison with the other manufacturers in the region.

These house secrets and human capital became less important when the product was sold on distant markets, because transportation costs became an important factor. Therefore, manufacturers were less concerned with skilled workers who went to other regions. The main concern, under the circumstances, was to prevent the skills from leaking to other local manufacturers who competed with the house on the local market, because other factors, such as the quality of their raw materials, were equal.

This balance between capital investment, human capital, and transportation costs operated throughout the Tokugawa economic continuum. In the brewing industry, the "house secrets" factor, however, was less one of human capital in terms of the skill of the workers, and more the particular recipe of the house. Skill was a factor, however, as differences in timing during the brewing process could change the taste of the final product.225 Here again, even though most of the brewery workers were unskilled or semi-

225 Yunoki, Sake Zukuri no Rekishi, 190-214.
skilled, the brewery needed to keep experienced, skilled people in each of the five key positions in the brewery.

In summary, the labor-management relations of the Tokugawa period developed from the interaction of three factors. The paternalistic corporate system based upon the stem-family, the need to control the human capital of skilled workers, and labor shortage. These three factors interacted so that contract provisions designed to protect the employers were balanced by labor practices that favored the workers.
Chapter V: Conclusions

Industrial expansion affected nearly every aspect of the Tokugawa socio-economy at nearly every level of society. The effects of industrial expansion and capitalism appeared in national and local government policies, and in regional demographic changes. These effects included the emergence of merchant, artisan, and manufacturing businesses of various sizes and structures, and their competition for both full-time contract-labor and part-time casual labor. The use of farmers as casual labor created further opportunities for agricultural wage labor and capitalism in agriculture.

The training workers gained from contract-labor contributed to the spread of literacy, and the seasonal migration of casual labor led to the diffusion of education, manufacturing skills, and general information. These developments in turn contributed to the expansion of rural industry as rural communities invested their capital in manufacturing, transport, and commerce. These developments also contributed to social mobility as peasants became artisans, merchants, and factory workers. The differences between these "classes" also became blurred as individuals who participated in multiple roles increased. These conditions also contributed to the development of a national awareness as information regarding the negotiations between the United States of America, as represented by Commodore Perry, and the shogunate reached even "isolated" rural communities.226

In this chapter I begin with a review of my findings. Next I consider the implications of my findings in regard to Western social and economic theory.

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and the interpretation of Tokugawa society. Finally, I show how the
Tokugawa socio-economy contributed to subsequent social and economic
developments, and continues to do so today.

**Labor in Tokugawa Society**

This study is based upon examination and analysis of contracts and other
labor related documents from twenty-three businesses in Kyoto and other
areas of central Japan. The documents span the years from the latter part of
the seventeenth century in the latter part of the early Tokugawa period, to the
latter half of the nineteenth century and the first years of the Meiji era after
the Meiji Restoration of 1868. I collected the documents from a broad range
of businesses that were both commercial and manufacturing, urban and rural,
and that were participating in various industries.

I expected to find basic differences in the organization of these
businesses and their labor practices, and I looked for differences between
industries and regions. I also expected to discover that factory manufacture
tended to develop toward the end of the period. Instead, I found that the
various structures of business and manufacturing developed simultaneously
with little connection to the expectations of progressive theories. I also found
that the stem-family formed a consistent, basic, adaptable framework for
businesses of all kinds and sizes throughout the region and the period.

I have described the Tokugawa economy as an economic continuum. On
one end there were small family businesses consisting of artisans and small
merchants. Toward that end, some businesses, particularly those involved in
the textile industry, participated in a protoindustrial system in which a
wholesaler merchant supplied thread to households who wove it and sold the
finished cloth back to the merchant. On the other end of the continuum were
integrated corporate houses that used a combination of skilled and casual labor in factory production, and also had a management hierarchy handling supply, transport, multiple retail shops, and other aspects of business. I also described intermediate steps on the continuum. Some businesses, like the smaller paper manufacturers, were organized in a more protoindustrial form; some, like dyers, were organized in a more factory-like form; and some, like the larger paper manufacturers, were an in-between adaptation that had similarities to both ends of the continuum.

I found that the organization of production depended upon the interaction of several factors: the nature of the product, the need for skilled workers, the possibilities for casual labor, and the need to train and control human capital. Factory production generally relied upon unskilled or semi-skilled casual laborers following the instructions of a few skilled workers. If the production process required that all workers be skilled, then the industry took a more protoindustrial form. If the production process could use casual labor, but skills were easily learned and employers worried about controlling the spread of house skills, then the industry took some intermediate adaptive form. Time considerations in the production of sake, soy sauce, paper and dye meant that most, or all, of the production process needed to occur in one place, thus making factory production more practical than protoindustrial cottage industry.

The stem-family provided the framework for the organization and training of corporate management. This family structure was common throughout society and formed the framework for all business forms found along the continuum, regardless of whether a business participated in protoindustry or was an integrated business using factory production. Skilled workers and management workers became members of the employer-house
stem-family. They usually joined as apprentices, were trained by the house mistress and older workers, and remained by contract until they achieved bekke status. As bekke they could move out and live independently, and they received the capital to establish independent or semi-independent businesses.

These contract-workers included kin and the children of close acquaintances, but such workers probably did not have or need written contracts. Moreover, business expansion meant that employers needed to look outside of this limited group for their workers. The legal problems of the seventeenth century that led to the requirement of written contracts were partly the result of employers accepting strangers as members of their stem-families, which I will call houses.

Analysis of hiring patterns for the more than three hundred contracts from twenty-three businesses in the data revealed two distinctive hiring patterns. Urban businesses based in Kyoto tended to hire equally both workers from Kyoto and workers from other provinces. The workers from outside of Kyoto did not generally come from any single province or region. Rural-based businesses, however, tended to hire workers from the same province as the business. Nevertheless, there is ample evidence that these workers also probably did not know the employer personally.

The labor contract was literally a letter of guarantee from the worker, his or her parent or other family representative, and one or more guarantors. The contract began by identifying the worker and stating the technical terms of the contract: beginning date, period, wage. The contract then guaranteed that the worker was registered with a Buddhist temple and would obey both public law and the private rules of the employer house. Finally, the guarantee offered the surety that the guarantor would settle any problems the worker might cause, particularly running away and stealing. The temple registration
system was organized by household and anyone not a member of a house was not registered. The guarantee of temple registration, therefore, together with the signatures at the end of the contract letter showed that the contract was usually an agreement between two stem-families or houses. The worker thus left his birth or adoptive house for the employer's house.

Contract-labor provided a way for the stem-family to rotate collateral members out of the birth house. Once the worker was employed, he became a member of the employer house, but could be called back to the birth house if necessary. More affluent houses, like the employer houses, also adapted the stem-family structure to the needs of business expansion. Collateral members and contract-employees who had reached a certain level in the management hierarchy could be rotated out to establish independent businesses, or they might establish semi-independent branch businesses that remained under the main capital umbrella. Corporate houses used this strategy to form integrated businesses with multiple interests and multiple branches with factories and retail shops as mentioned above. Business houses sometimes found it practical to disinherit incapable heirs by sending them to work for other houses and adopting capable heirs from outside the stem-family. Similarly, when a house-head had no heir, stem-families in general adopted heirs from outside the family to ensure the survival of the house.

The guarantor provided the surety of the labor contract. Legally, the guarantor was supposed to be an adult male who knew the worker and his family personally. From the employer's viewpoint, however, it was more practical and safer if the guarantor was well-known to the employer regardless of his relation to the employee. Analysis of the more than three hundred contracts in the sample supports this assumption, but with urban-rural variations. The ties between guarantor and employer are not difficult to
find, but there were few apparent ties between guarantor and worker on the urban contracts.

On the other hand, the rural contracts show stronger ties between worker and guarantor and weaker ties between guarantor and employer. In the rural setting, the employer probably had fewer immediate local sources for worker introductions and relied upon the rural village network of the worker to support the surety. Rural workers often had more than one guarantor and were guaranteed by the elders of their home villages. Rural workers also used chains of guarantors to gain introductions, although there is little evidence that such chains usually included someone who knew the employer directly. Instead, these chains often led to someone who would provide the introduction, but not the surety. Business ties of some sort were also likely when rural employers hired someone from outside of the local province.

Contracts were apparently not necessary for personal acquaintances because they acted as a surety of trust. I have found that contract data is rarely available for regions where all workers were hired from within the local village network. In such cases, many of the stem-families in several nearby villages participated in some industry and were members of a local trade association. These families presumably knew each other and everyone in their local communities well enough that local workers needed no further surety beyond the fact of their local birth.

The stem-family framework of Tokugawa business provided the framework for labor conditions and labor-management relations. Employers typically provided food and lodgings to all employees, contract or casual. Contract-employees also received clothing, medical care and training. The skills they learned in the training received from the house were thought to belong to the house. Control of this human capital became one of the major
concerns of Tokugawa businesses. Because employers provided the above basic amenities to their employees, servants were an important part of the business, although they did not become members of the house in the same way that the skilled workers did.

Tokugawa business and labor practices developed in an environment of labor shortage. During the seventeenth century, Japan had high population growth and developed an extremely high population density. It was during this century that business opportunities, commerce and manufacturing increased so that employers were forced to look outside of their usual labor supply of close acquaintances, as I discussed above, and hired strangers. This situation reflected a relative labor shortage because there was not enough labor from the usual sources to supply business needs. Nevertheless, employers adapted by hiring strangers and using written contracts and guarantors.

The population of central Japan stagnated during the eighteenth century. By stagnation, I mean that the region had low fertility and low mortality. Urban mortality, however was relatively high compared to rural mortality and urban fertility was relatively low compared to rural fertility. As a result, the rural population tended to drain into urban areas as rural villagers migrated to replace the labor lost to urban mortality. Thus urban population was maintained by rural migration and rural population loss. This phenomenon was particularly evident in the population of regions that participated in local commerce and industry by using and supplying labor. At the same time, commerce and industry grew, encouraged by national policies hoping to gain control over the economy and bring prices down, and required increasing supplies of labor.
Increased commercial and industrial labor opportunities together with a stable or stagnant population meant that regions began to compete for labor. The national government of the shogunate and the local governments of the domains feared agricultural labor shortage as farmers migrated to lucrative positions in commerce and industry. Some regions tried to prohibit or suppress labor out-migration, but were generally unsuccessful. The situation was further aggravated by population loss from epidemics and agricultural loss from famine and flood.

Labor migration and paternalistic labor management under the stem-family framework contributed to these demographic problems. Labor conditions and practices provided a favorable environment for epidemics and their spread. Migration of casual labor meant that many farming couples were living apart for long periods of time, thus contributing to low fertility. Contract-labor practices also delayed the age of marriage for male workers. The competition for labor between agriculture and industry led to increased capitalization of agricultural labor to replace farmers who migrated to temporary work in industry. Eventually, domain lords began to encourage rural manufacturing as a way to keep the agricultural population in the domain and relatively near their fields.

In the nineteenth century, domains that had successfully suppressed labor out-migration and remained apart from the commercial and industrial network of the larger region found themselves burdened with an impoverished surplus population. Some of these domains reversed their policies and encouraged local industry and labor out-migration. Nineteenth century Japan also suffered from a mortality crisis with population loss. At this time, labor shortage apparently affected skilled labor as well. Employers
were willing to forgive serious contract breaches and embezzling to retain control of their human capital.

The labor migration patterns, the competition for labor, and the labor shortage described above all point to farming families having numerous opportunities for additional income. Free time could be used to manufacture products in a protoindustrial fashion, or to work in a local factory. The agricultural off-season allowed rural villagers to look for factory work in other provinces as well as their own. Labor migration also meant an increase in local agricultural wage-labor opportunities. Stem-families could also find contract-labor positions for collateral members and children, and daughters could work as maids while gaining the training necessary to manage a larger household and opportunities for advantageous marriages.

The labor of children could also serve as collateral for monetary loans. The paternalistic system guaranteed that these children received food, clothing, lodging, education, and medical care during their service thus removing these burdens from the birth family. Under these conditions I find infanticide, suggested by the Eng-Smith hypothesis, to be an unreasonable explanation for the low fertility of central Japan. Instead, labor migration, delayed age of marriage, and infant mortality from epidemic disease are much more likely explanations as discussed above.

The numerous opportunities for wage labor and extra income meant, of course, a money economy and income for farming families. Under these circumstances families were able to expand their businesses, purchase additional land, and invest in other economic activities. The increased income allowed for better education and medical care for the family, as well as the purchase of luxury goods such as clothing, furniture, and household items. Under these conditions, the Eng-Smith hypothesis of infanticide to maintain a balance of the sexes and relieve financial burdens is unreasonable.

227 The Eng-Smith hypothesis explains the low fertility and population of central Japan as the result of infanticide used to maintain a balance of the sexes and to relieve extra financial burdens from the family. Robert Y. Eng and Thomas C. Smith, "Peasant Families and Population Control in Eighteenth Century Japan," Thomas Smith, Native Sources of Japanese Industrialization, 1750-1920 (Berkeley and Los Angeles: University of California Press, 1988) 103-132.
conditions, and especially from the mid-eighteenth century when the shortage of agricultural labor became a major political concern addressed by both local and national government policies, I find it difficult to believe that farmers in central Japan were forced off the land by impoverished economic conditions. Farms may have been abandoned because of famine, flood, epidemic disease, or other natural disaster, but probably not because political or economic authorities pushed farmers off the land with high taxes and high rents. Instead, these authorities were devising strategies to persuade farmers to remain on their farms.228

On the other hand, there is little sign that individuals were either tied to the land or to a specific class in the social hierarchy. Rather, the social hierarchy of warriors, peasants, merchants, artisans, and other groups was made up of stem-families. Individuals apparently migrated between villages, towns, cities, and provinces with little difficulty as long as they had a positive identification with a stem-family. Moreover, individuals could move freely within the social hierarchy and change their personal identification, and thereby their social class, by changing stem-families through contract-labor, fostering, adoption and marriage.

Labor migration also meant a flow of information between villages, towns, cities, and provinces as migrating workers carried news and gossip wherever they went. The education and training workers received as contract-laborers also contributed to the spread of literacy which, in turn, enhanced the flow of information by letters as workers maintained contact with their birth families and friends who migrated to other areas for work. Large business

houses also added to this flow by maintaining contact between their various branches and business associates. Thus labor migration became a source for news of events across the country depending upon where workers found employment, the scope of the businesses of their employers, and the people they met.

Labor migration and the accompanying flow of information provides one explanation why Irokawa Daikichi discovered that "isolated" rural villagers north of Edo read the treatises and knew of the rebellions and actions of Oshio Heihachiro in Osaka, and Yoshida Shōin and Takasugi Shinsaku in southwestern Japan. Labor migration also provides one way in which these villagers could know the details of the treaty between the United States of America and Japan negotiated by Perry and the shogunate. Moreover, this flow of information and increased national awareness suggests the growth of a national identity as people recognized that events across the country could affect them and their neighbors. Economic and social ties also expanded the sense of "us" as villagers and their relations worked for and joined houses with national economic ties.

The Tokugawa rural socio-economy as affected by industry and labor migration shaped other later developments as well. Rural based business houses were often important members of rural communities. The Sugiyamas, for example, served as members of the Tondabayashi town council, and the head of the Terao house was also the village headman. These rural houses owned farmland, which they rented out to tenants, and they invested their capital in industry. Local farmers, and their own tenants, often borrowed money from these landowner-entrepreneurs, and could work off the debt in

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229 Irokawa, The Culture of the Meiji Period, 44-50.
the local factory, or by sending a family member to work in the household. Furthermore, their industrial investment created wage labor for the local community.

During the Meiji period, rural business houses invested in banking and railroads. They also contributed funds for building local schools and scholarships for bright village youths. After the turn of the century, however, changes in the tax system made it cheaper for these landlords to live in the city and become absentee owners, which upset the balance of the former structure. 230 Nevertheless, rural business houses promoted the modernization policies of the Meiji government and played an important role in the formation of twentieth century Japan. I argue that the co-dependent relationship these houses had within the local community and their tradition of investment in manufacturing and acting as a local monetary resource grew out of Tokugawa industrialization.

The stem-family structure goes much farther back in Japanese history than the Tokugawa period. However, it was only during this period that the stem-family became common to all levels of society all over Japan. 231 I have discussed survival strategies developed by the stem-family and the business house during the Tokugawa period. Many of these strategies, particularly those that relate rural stem-families to outside labor opportunities have continued to be a characteristic of rural stem-families in Japan until recent times.


Ezra Vogel found, in his study of rural Tokyo 1958-1960, that the "Japanese kinship system adapted relatively easily to modernization and its continued strength helped to make the transition a relatively smooth process." Many of the practices he observed — collateral members were either adopted out or began independent branch lineages, and stem-family control of children entering the labor market relied on personal connections for arranging employment when possible — are reminiscent of Tokugawa practices and expectations. In a footnote, Vogel notes that this reliance upon personal ties is limited to skilled positions in the middle class, not blue collar factory positions. This brings me to the legacy the Tokugawa socio-economy left for business organization and practice.

The non-contract casual laborers of the Tokugawa period easily became the factory workers of the Meiji period. However, mechanization in heavy industry meant that skilled workers were required on the factory floor. This need for skilled workers caused several common practices to be regarded as problems, and elicited various responses by employers in an attempt to control skilled labor. One problem was worker turnover. Like the casual laborers of the Tokugawa period, these factory workers tended to work on a here today, gone tomorrow basis. Moreover, their wages were based upon their skill levels, so workers preferred to wander from factory to factory to gain a broad range of skills.

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233 Ibid., 93.

As I showed in this study, when Tokugawa employers such as Matsuya needed skilled workers for the production process, they used two main strategies. First, they hired skilled workers on long-term or open-ended contracts, trying to tie the workers to the company. Second, they trained their own workers, who were expected to stay with the employer as members of the house. Employers went to great lengths to keep skilled workers in the house, and made them promise not to use or sell their skills to any of the local competition. These strategies reflected the viewpoint that the skills, or human capital, of the workers belonged to the employer house.

Later businesses in the heavy industries used similar strategies. They tried various means to keep skilled workers tied to the company. One such strategy was life employment and seniority wage increases. Another was to form direct ties with the skilled worker instead of through his employment agent. Companies also set up training programs and company schools. These companies believed that skilled workers were indispensable and used an ideology of paternalism to keep them with the company. The Shibaura shipyards, for example, emphasized that their workers were part of the Shibaura family and were guaranteed jobs with and support from the company as members of the family. I find that these attitudes and strategies were direct descendants of Tokugawa business house paternalism in which contract employees were members of the house and received support from the employer in all basic amenities including medical services.

235 Ibid., 53.
236 Ibid., 54-61.
237 Ibid., 69.
The Shibaura shipyards and other companies in heavy industry built their companies from scratch during the Meiji era, and the strategies they used continue to influence industrial relations and employment practices in Japanese industry. Tokugawa businesses provided a paradigm for factory production and factory workers, and a paradigm for business management. Without this paradigm to form a basic framework which could then be adapted to new conditions and new industries, Japan would have had a much larger task when it set out to mechanize and compete with western industries. Without this paradigm, the innovators of the Meiji period would have had very little to work with.

The Tokugawa economic continuum was inherited by Meiji and twentieth century Japan. It has, of course, undergone some changes as larger businesses became owned by stem-families rather than managed as stem-families. The continuum has naturally expanded and adapted to new forms. But many older forms remain part of the continuum. The Nishijin silk industry of Kyoto, for example, retains its protoindustrial organization even though parts of the manufacturing process have mechanized. After mechanization in the late nineteenth century, the Nishijin weavers decided to focus upon producing luxury textiles hand-woven by skilled craftsmen.

Guarantors and the apprentice system also have not disappeared. Several years ago my husband became the guarantor for a young man who apprenticed to a confectionery business in Kyoto. The young man is the cousin of an acquaintance, and we knew the owners of the confectionery business through other acquaintances. In other words, we formed one link in a chain of guarantors. We also became regular patrons of the confectionery. The young man entered the company for a ten-year training period upon his
graduation from high school. My point is that the economic continuum continues.

**Theory and Interpretation**

The historiography of Tokugawa economic and social history has followed two interpretations. These two interpretations fall roughly into the categories "feudal" and "protoindustrial." I have offered an economic continuum as a third model of the Tokugawa economy.

The highly commercialized society described above that relied so heavily upon money could not have been feudal. Commercialization and a money economy, not to mention industrialization, are contrary to the definition and preconditions of feudalism. Indeed, the classic definitions suggest that commercialization and the emergence of a money economy are signs that a society was no longer feudal.

Scholars who follow a feudal interpretation of Tokugawa Japan focus upon the existence of an apparent lord-vassal relation at the top of society which was governed by a traditionally military class. These scholars either turn a blind eye to the economic realities of Tokugawa society, or change their definition of feudalism to accommodate those realities. Neither course is helpful to understanding Tokugawa society, Japanese history, or world history.

Protoindustry, on the other hand, formed a part of the economic continuum of Tokugawa society. However, the continuum encompassed far more industries and business forms than those that took a protoindustrial format, so I find "protoindustrial" insufficient as a description of the Tokugawa economic continuum. By using this label, scholars ignore integrated businesses like the Konishi, Hakutsuru, and Maruō breweries, and
the factory adaptations of the Matsuya safflower business and paper manufacturers like the Mitamura house.

The protoindustrial interpretation of society also presumes a progression of industrial forms from local handicraft industry to protoindustry to "real" industry that is mechanized, and on to integrated big business. All of these forms fit into another assumed progression of capitalistic forms which again assume the emergence of capitalism out of feudalism. Ferdinand Braudel has successfully argued against the capitalist progression as I noted in the first chapter. I now argue against the industrial progression. In this progression, technology is the major cause for the organization of production, business, the economy, and society. Thus the Industrial Revolution has been regarded as the cause of factory production, bureaucratic management, and integrated big business.

Protoindustrialization theory attempts to challenge this view by suggesting that industrialization was not a sudden, revolutionary change that resulted from technological development. Instead, the theory suggests that industrialization and changes in the organization of production began a century or more before the changes in technology that signal the Industrial Revolution. Nevertheless, the term "protoindustrialization" implies that this industrialization was somehow not real. Protoindustrialization theory continues to see industrialization as a progression toward mechanization, and many scholars write about protoindustrial society as preindustrial society. This attitude comes from equating industrialization with mechanization. I argue that this definition makes the socio-economies of early modern societies

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like Tokugawa Japan extremely difficult to discuss. How can one talk about such industries as mining, paper making, sake and soy sauce brewing, cotton and silk textiles, publishing, pottery, ink, or lacquer ware, to name a few, as pre-industrial industries? Pre-industrial industry seems to be a contradiction in terms.

This same difficulty is found in Western history when discussing "pre-industrial" industries such as paper making, beer brewing, cotton textiles, mining, glass making, and ship building. Western theorists have sidestepped the problem by describing "pre-industrial" industries as proto-industries. The protoindustrialization framework retains the definition of "industrial," but has essentially changed the meaning of industrialization from mechanization to the increased production of non-agricultural products for a common, non-local market. With this definition, the above "pre-industrial" industries must be recognized as part of the industrialization process if they produce for more than local consumption.

The Tokugawa economic continuum described above suggests that industrial organization depended upon the nature of the product, the skill needs of the manufacturing process, the availability of skilled and unskilled labor, and the need to control human capital. This continuum is not progressive. Factory production and integrated businesses with a bureaucratic management hierarchy developed according to the needs of the market, the product, and labor supply rather than mechanization and technological change. The organization of labor is, after all, a social structure, not a technological one. I expect that technological change affected labor

239These lists are not intended to be exhaustive, but merely examples of pre-industrial industry.
organization when it affected the above factors, in particular the skill needs of the manufacturing process and the need to control human capital.

Whereas I have described the Tokugawa economy as a continuum of economic forms, I suggest that the stem-family may be more practical as a framework to describe Tokugawa society. Terms like "feudalism," "capitalism," or "protoindustrialization" assume a universal progression of historical change that does not fit the reality of Tokugawa society. The stem-family was certainly a common social and economic structure during the Tokugawa period and it does not carry any progressive assumptions. After removing ill-fitting labels derived from Western economic stage theory, scholars can re-evaluate both Tokugawa society and the causes of historical change.

The stem-family appears to work as a framework for describing social and economic aspects of Tokugawa society. Further investigation will need to evaluate how practical this structure is for describing the cultural and political aspects of Tokugawa Japan as well as historical change.

Northeastern and southwestern Japan had demographic patterns quite different from central Japan during the Tokugawa period. The economies of these regions also need investigation.

Other industries also flourished during the Tokugawa period: ink, ceramics, tobacco, and books and publishing are just a few of these industries. They require investigation without the assumption of protoindustry. Do they fit on the economic continuum I have described? Is there any relation between industry, industrial forms and the demographic differences I mentioned above?

The corporate versions of the stem-family also need further investigation. Did kin-family members receive wages the same as non-kin
members? What, if any, were the distinctions between kin and non-kin members? What about inheritance practices? What happened to kin members who did not inherit?

Vagabonds and outcasts need investigation in regard to casual labor. Could they work as casual labor? Did casual labor provide a route to respectability? Labor shortage and competition for labor suggests that employers could not afford not to hire workers from this population, but did they?

How do changes and adaptations in the stem-family relate to historical change in Japan? Recognition of the Tokugawa economic continuum also affects interpretations of Japan during the Meiji period and on into the twentieth century. Certainly the term mechanization can be applied, but how much meaning does it hold? What, if anything, changed with mechanization? Or was the change from the stem-family as a business to the stem-family owned business more important? Were there other important changes that better describe this period that have been ignored or missed because of the way Western theory has been applied to Japan? How did post-Tokugawa historical change affect the economic continuum?

In this dissertation I have reconsidered the economy of central Japan during the Tokugawa period through the social structures of labor. My findings have led me to conclusions rather different from previous interpretations of Japan during this period. I have thus developed a very different picture of Tokugawa Japan from those based upon the political or cultural data, or from those that took a progressive view of history. However, my findings have led to many more questions about Japan during the Tokugawa period, Western theory, and historical change.
Appendix A: Data Sources

Approximately half of my data is from commercial and manufacturing enterprises in Kyoto. This data is available to the public at the Kyoto City Library of Historical Documents (Kyoto Shiritsu Rekishi Shiryōkan) and the Kyoto Furitsu Shiryōkan. Most of this data is stored as microfilm copies of the originals which can be photocopied. The Matsuya documents in Kyoto Furitsu Shiryōkan are the originals. Modern Kyoto prefecture now includes the former provinces of Tamba and Yamashiro, therefore, documents from villages in these provinces are also part of the Kyoto collections as microfilm copies.

As for my other data, the Mitamura collection is available at the Imadatechō Rekishi Minzoku Shiryōkan (Historical and Folk Archives). The contracts in this collection are microfilm copies; the miscellaneous documents are originals. The documents I have used from the Sugiyama, Konishi, and Maruō collections are all originals. Kyoto University Museum stores the Sugiyama collection; the Konishi collection happened to be on loan to Itami Shiritsu Hakubutsukan (Municipal Museum) for cataloguing when I contacted the museum in search of documents, and these documents remain available through the museum. A portion of the Maruō collection is available on microfilm at Tatsuno-shishi Hensansho (Tatsuno Municipal Office for Historical Research), but the documents I used are originals from the Maruō family's private collection. These documents are available only through introduction and private request to the Maruō family.

Finally, I have used some documents from published collections. The Hakutsuru Breweries' published collection is my source for a group of miscellaneous labor documents. Okamoto Sonshi and Matsuzaka Shishi also
include collections of published originals which I have used for background research. These published originals all have the advantage of being already deciphered and therefore easy to read. Published document collections, however, have the disadvantage of containing only those documents the compiler thought were interesting and worthwhile publishing. Frequently such documents reflect unusual cases rather than common practice. For this reason, I have relied primarily upon unpublished sources.

I have included many partial and full translations from the data set in this dissertation. The classical Japanese used in these documents has no punctuation, so any punctuation used in the translated text was added by me for clarity.

Most documents have a date according to the era year and lunar calendar. I have adjusted the era years to the Western calendar. For example, Tempō 2 is approximately equivalent to 1831. However, I have left the months and days in the original calendar because I find no benefit for this study in adjusting the first month of a lunar year to January or February. Hence, when a document is dated "Tempō 2 month 3 day 5" I refer to the date as 3/5/1831. Eras, however, had no predetermined length and could change at any time. Documents, particularly contracts, specifying a span of years frequently used the twelve year cycle — rat, ox, tiger, rabbit, dragon, snake, horse, ram, monkey, rooster, dog, and boar — to specify a year rather than the era system. Thus Tempō 2 was also the year of the rabbit. This method of referring to a year was frequently used in the text of contracts and other letters and I have retained this designation in the translation of the text for reasons of accuracy.

A very few documents do not use the era year for the date, but combine the above twelve year cycle with a ten year cycle which creates a cycle that
repeats every sixty years. In such cases I can only guess at the year specified according to the range of years other documents in the collection cover.
Appendix B: Sample Document Translations

Guarantee of Service

1. I have many sons and, feeling weak in recent years, find it difficult to train them myself. Taking this opportunity, I send my son Tasaburō, age twelve this year, to serve you. Of course, [even] if there are other [workers] in the same situation [who receive wages], we will not ask for a wage. You may employ him for any job to train him and he will follow your directions. You may set him to any task for as many years as you feel appropriate. Furthermore, if in the future of his training he should become capable of every task, then please hire him to work for you in some capacity.

If the worker mentioned to the right [above] should run away or elope or whatever, we will reimburse whatever goods you may have lost so that you do not suffer any damage whatsoever. Of course, if he should be of disservice, we will make sure he does not cause you any trouble whatsoever. In addition, his religious affiliation is not the prohibited sect. His temple registration will be available immediately at any time you wish to move it. Otherwise, whatever he should do or should occur, we the undersigned will come and take care of it. This is a guarantee of employment to be used henceforth as written.

Bunka 10 rooster 11th month [1813] Kyōkichi village

guarantor Saburōzaemon*[chop]

same village

parent Tarōbei*[chop]

Sei'uemon worker Tasaburō*[chop]

Guarantee of Service

1. I am unable to pay the tax rice at the end of this year, so from this rabbit [1747] twelfth month to the coming dragon [1748?] twelfth month I affirm that I will work at your elder brother Miyake Genbei's shop in Kyoto. I will not go against any of the house rules, not to mention the shogunate prohibitions. For wage I have received an advance of 120 monme which I will apply to the unpaid tax.

1. If this person runs away or whatever [nado], the undersigned will come forward and reimburse everything he may have taken and, in addition, will either find a replacement worker or return the money [he was advanced as wage] according to your wishes. If at any time you take a dislike to him and fire him we will return the money to you.

1. His religious affiliation is Jōdo Shinshū and he is registered at Fujiwara village Jokyōji temple. We will send his registration to a different temple as necessary.

1. If he should suffer from sudden illness or sudden death we will not blame you.

It shall be as written above with no mistake. Furthermore, whatever else may occur, the undersigned will come forward and certainly apologise and take care of the matter so that there is no trouble for you at all. This guarantee is to be used henceforth as written here.

Enkyō 4 rabbit 12th month 5th day [1747] Shimo Shingu village employee Chōbei*[chop]
Guarantor Shinguya Tahei*[chop]
Shimo Shingu village elder Ihei*[chop]
same village headman Jirō'uemon

Maruō Magō'uemon

Guarantee of Service

1. We certify that we send this person called Kisuke to work for a half period from this horse [1858] ninth month. We have known this person for a long time so we stand as his guarantors. His religious affiliation is traditionally a member sect [montoshū] and we have his temple registration certificate.

1. He will strictly obey your house customs not to mention the shogunate prohibitions.

1. If this person should run away or take something during his contract period we will certainly find him, and parent and guarantor together will settle things so you will not suffer even the slightest trouble. If he should become ill you will care for him for three to five days, but if the illness should last longer we will take him back. If he should happen to die suddenly we will retrieve him immediately so you will suffer no inconvenience. Whatever trouble should occur in addition to the above, we will immediately do as much as necessary to settle the problem and apologise that you will not receive any trouble. If you find his work agreeable you may use this certificate for as many periods as you like and we will guarantee him according to the written terms. This is a certificate of guarantee of an employee to be used henceforth.

Ansei 5 horse year 9th month [1858] Chiekōin Monzeki Takabatakechō
guarantor Omiya Tetsugorō*[chop]

Osaka Shimanouchi Nagahori 10 chōme
Karamatsuya Yashichi's younger brother
employee Kisuke

Matsuya Den'ueemon

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Guarantee of Service

1. This person called Hanjirō is sent to work for you from the horse year [1714] for ten years. This person was born at Kyoto Takakura Shijo sagaru chō as the son of Matsuya Ihei and we have long known his family, therefore we stand as his guarantors. This person is not a member of the prohibited Christian sect, not a ruffian and not a masterless warrior [written "jailed warrior"]. He will strictly obey shogunate laws. Whatever problems this person should cause, we will report him to the authorities and not cause you the slightest trouble.

1. You will keep any money he earns as a clerk [tedai] on deposit as well as the tools of his profession and you will not send him elsewhere to work. If during his employment he should take anything or run away, we will return those missing items according to your directions and certainly do as much as necessary to settle the matter. Furthermore, if he should take time off or be fired, then, as agreed, he is not to seek employment in the same profession. Of course, he also is absolutely not to go into business for himself in the same profession.

1. As agreed, he will work for the contract period and he will not worry about the money or tools you will keep for him until the year before his contract ends. You may continue to use this certificate later. This is a certificate of guarantee to be used henceforth as written here.

Shōtoku 4 horse 9th month [1714] guarantor Ishidaya Kichibei*[chop]
Matsuya Ihei*[chop]
employee Hanjirō*[chop]

Kōguya Hisa'uemon dono

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243 "Hōkōnin Ukejo no Koto," Kumagai collection No. 506, Kyoto City Library of Historical Documents, Kyoto.
Notice

1. This time I was returned to my lodgings because I was rude. However, when I apologised and requested permission to return, you listened [to me] for which I am grateful and very happy. Now I will obey all house rules and work diligently at all tasks. Of course, I will put your proction first in all ways. This is an apology as written herein.

Bunka 7 monkey 3rd month [1810] employee Shōshichi

elder brother Taheiji*[chop]

Goshujinsama.

Notice

1. My younger brother Shōshichi has worked for you for a long time and he has been insolent three times causing you business loss. Now, after continued problems, he has no hope of forgiveness and accepts that he will be fired. At this time, if he goes to work elsewhere it must not be in the same business. This is a certificate for later.

Bunka 10 rooster 2nd month [1813] elder brother parent

Ogasawara Tamon*[chop]

Izutsuya Uhei dono.

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244 "Issatsu no Koto," letter of apology, Kimura No. B31, Kyoto City Library of Historical Documents, Kyoto.

Notice

1. Our Shōshichi was sent to work for you in the past and fired for disservice. You were kind enough at that time to allow him to continue association with your business for our dead father's sake. At that time the departed Mr. Usa gradually gave him tasks and extended his permission so that we and especially Shōshichi are very grateful. If he should be insolent again in any way and you refuse his presence, then we will not say a word of complaint. This we certify here.

Bunka 13 rat 8th month [1816] elder brother
Ogasawara Tahei*[chop]
Shōshichi a.k.a.
Imadegawaya Ihei*[chop]

Izutsuya Uhei.

Notice

1. Our Rihei was sent to work for you and fired for disservice. At that time Tachibanaya Rihei returned and frequently requested also that the separated Rihei and the reconciled Shōshichi be put in his care to be returned [to you] to work for you later. You listened to this suggestion for which they, and of course we, are extremely grateful. The rules decided for their return are on a separate sheet and they promise to obey them. If we hear that he is insolent we will certainly take care of the matter. Furthermore, we will not say a word of complaint if you fire him. This we certify here.

Bunka 13 rat leap 8th month [1816] parent Obiya Munesaburō*[chop]
Ichijo Shichihonmatsu higashi e iro chō guarantor Yanagiya Seibe*[chop]
Sasaya Uhei employee Rihei a.k.a. Gensuke


Notice

1. Even though my parents were merely farmers, you have kindly promoted me to assistant house representative [myōdai suke yaku] for which I am truly thankful. I promise to follow the house rules, work diligently and treasure my service.

Kansei 7 5th month [1795] Hachijūjima Han' ueemon Korenori [kaō]

Mitamura Sei' uemon

Notice

1. My son Tamekichi has worked for you since he was young and became an adult under your care. Within the last year he was fired, but you kindly forgave him and allowed him to return for which we thank you. Anyway, there is nothing we can say about your firing him as he turned his back on your house tasks except for your business. My skill in the craft is fulfilled by him from the bottom of his heart and I send you five shu of gold in thanks for providing him the necessary tools and allowing him to continue association with your business. However, he is not to interfere and we promise not to foster him or let him be adopted into another house. We witness that this certificate is valid as written here.

Jinshin 7th month 7th day [1812 or 1872?]250

Kitamura Kisuke*[chop]
son Tamekichi#[blot]

Akutagawa Hikobei dono

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250Jinshin is a combination of the ten year cycle year jin and the twelve year cycle year shin or the year of the monkey. This combination repeats every sixty years. At the time this letter was written, the year was probably obvious to them even though it is not obvious any more. Another possible date is 1752, but that is outside of the general range of the Akutagawa collection. Sixteen shu of gold is equal to one ryō.
Notice

1. At this time, after conferring with you and through your good offices, I have decided to work for your master, and as a result he has hired me for which I am very grateful. We will not have anymore payments or bad feelings that we have had in the past. At this time I will not turn my back on this foundation [agreement] for any reason. If I disobey even in small matters, you may take any steps you consider appropriate. At that time I will have not one word of complaint nor will I blame you. Of course I will obey whatever you should say. This is a certificate and notice of guarantee valid as written here.

Bunsei 6 ram 10th month [1823] Shōhachi*[chop]
Hiranoya Chūbei dono
Zenbei dono

All will be as written above with no mistake. Moreover, he will certainly obey your instructions and value his service as he works.

Please keep this [document] just in case. end

Sasaya Kahei*[chop]
Hiranoya Chōbei*[chop]

Hiranoya Chūbei dono
Zenbei dono

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251"Issatsu no Koto." Labor agreement, Endo No. 693, Kyoto City Library of Historical Documents, Kyoto.
Notice

1. At this time I suddenly took Teikichi to you without prior notice and, hoping that all of you will mold him into someone useful, I leave him here with you with this letter.

I hope that you will accept him and treat him with the same regard that I receive in the main house, and I further pray that there will be no disharmony for which I will be truly grateful. I also hope that Teikichi will work hard for you and obey your instructions. Please employ him as you do the other children [apprentices] for various tasks and I will be grateful. I ask you please to care for him. If he should happen to not work out, please call for me immediately and I will settle things according to your wishes. End.

Tempō 4 snake year 6th month [1834] Ichibei* [chop]

Teikichi

Main house

the directors

the elders.

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252 "Issatsu no Koto," Konishi collection No. 6-2-22, Itami Shiritsu Hakubutsukan, Itami.
Glossary

Bantō. The leader of shop labor at the main branch who has charge of the main branch when the house head is away.

Bekke. Literally "separate house." A management worker who has been given the capital to set up an independent or semi-independent branch business.

Bettaku. Literally "separate lodgings." A worker who has moved away from the workplace and commutes to work.

Bu. Monetary valuation in gold. Four bu equalled one ryō.

Dekasegi. Literally "go out to earn." Labor migration.

Deshi. Artisan apprentice, student, follower.

Detchi. Merchant or shop apprentice, management apprentice.

Emon. The brewery worker responsible for the yeast and how it is used.

Fuchōhō. Rude or ill-mannered.

Furachi. Insolence or unlawful activity.

Han. Domain.

Hima. Time off, to be let go, to be fired.

Hinin. Literally a "non-person." The lowest social rank.

Hitonushi. The parent, foster parent, or other guardian.

Hitoyado. Employment agent.


Honke Shihainin Toshiyori. Main house director and elder.
Hyaku Nichi Kasegi. Literally "one hundred day laborer." Seasonal worker at a brewery.

Kakeochi. To run away from work and responsibility.

Kamaya. Brewery worker responsible for steaming and cooling the rice.

Kanme. Monetary value in silver equal to one thousand monme or about twenty ryō.

Kaō. A drawn chop. See figure 2.

Kashira. The assistant brewer, general supervisor.

Kodomo. Child, a shop apprentice.

Kokoroe Tagai. Disobedience.

Kuchiire. A person who introduces a worker to an employer without offering surety. An employment agent.

Kumiai. Union.

Mai. Monetary value in silver equal to forty-three monme.

Mon. Monetary value in copper. One thousand mon of copper equalled one ryō of gold.

Monme. Monetary value in silver. Fifty to sixty-five monme equalled one ryō.

Motomawari. Brewery worker responsible for the fermentation process.

Mushukumono. Literally a "person without lodgings." An unregistered person, a vagabond.

Myōdai. A management worker given the power to represent the house.

Nagaya. Literally a "long house." A row of apartments. The Mitamura house used this style of lodging as a dormitory for their on site workers.


Osaka Jōdai. The castellan of Osaka castle.
Oya. Parent.

Oyadai. Surrogate parent.

Rakugo. Literary genre of short, often comic, tales.

Ri. Monetary value equal to four bu of gold.

Ridatsu Todoke. Certificate of disownment.

Rō bun. House elder.

Rōnin. Masterless warrior. A warrior with no house.

Ryō. Monetary value. One ryō of gold was officially equal to one koku of rice or enough rice to feed one person for one year. One ryō equalled 50-65 monme of silver depending upon the cost of rice on the market.

Seichō. To grow or develop. To mature.

Shichiire Bōkō. Pawn service, labor in pawn.

Shihainin. A director of a house or business.

Shihaininchū. The council of directors.

Shimariyaku. The Mitamura house term for the person responsible for a branch shop.

Shu. Monetary valuation in gold. Sixteen shu equalled one ryō.

Tedai. A shop clerk, management worker.

Tōji. The head brewer in a brewery.

Torinige. To steal items and run away.

Tsumein. A fingerprint used as a chop.

Uba. A wet-nurse or nanny.


Usukuchi. Thin, or light colored recipe for soy sauce.
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