

資料

在東京英国領事館書簡集

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【解題】

1、本資料の概要

イギリス国立公文書館 (Public Record Office) の "Foreign Office (FO)" 関係の資料目録 (Class Lists)⁽¹⁾をめくれば、「日本」の「領事館」の項目に、横浜、東京、大阪、神戸、長崎などに置かれた英国領事館の所蔵資料一覧を見ることができる。このうち、東京、長崎のものを例示すれば以下の通りである。⁽²⁾

1. Embassy and Consular Archives Japan: Tokyo<FO798>

<FO798/1> 1872-1875 To Saibansho

<FO798/2> 1872-1876 From Saibansho

<FO798/3> 1874-1876 From Saibansho

<FO798/4> 1875-1876 From Police Department

<FO798/5> 1875-1878 To Police Department

<FO798/6> 1876-1878 To and from Saibansho, Tokyo Superior Court, etc.

<FO798/7> 1877-1884 From Tokyo Superior Court (in Japanese)

<FO798/9> 1879-1880 To and from Tokyo Superior Court, from Tokyo Fu Police Department, and Saibansho

<FO798/11> 1879-1884 To Saibansho and Tokyo Superior Court

<FO798/16> 1886-1892 To Tokyo Courts of Justice

<FO798/21> 1870-1875 To Tokyo Fu

<FO798/22> 1872-1876 From Tokyo Fu

2. Embassy and Consular Archives Japan: Nagasaki<FO796>

<FO796/ 2 > 1875-1878 Case book

<FO796/ 4 > 1878-1880 Judge's minute book

<FO796/ 7 > 1880-1893 Judge's minute book: criminal cases

<FO796/ 8 > 1880-1899 Judge's minute book: civil cases

<FO796/14> 1893-1899 Judge's minute book: criminal cases

小論は、その中から <FO798/21> と <FO798/1> を紹介する。これらは在東京英国領事館(書簡集中での英文表記は "Her Britannic Majesty's Vice Consulate Yedo")が東京府、司法省、東京開市場裁判所等に宛てて発した書簡の手書き草稿である(それは書簡写しを保存するという意味もあったと考えられる)。本資料はそれを活字におこしたものである。⁽³⁾

1869年1月1日(旧暦明治元年11月19日)、いわゆる安政諸条約に基づき東京が開市となり、鉄砲洲に互市場が開かれた⁽⁴⁾。明治政府は、当初、ここに外国事務局を置いたが、1869年2月3日(明治元年12月22日)、外国事務局を東京運上所と改称して東京府に属せしめ、外国人居留地開設後の事務一切を担当させた。こうして、外国人から日本人に対する民事訴訟及び外国人が被害者である日本人に対する刑事訴訟(以下、「内外交渉訴訟」という)の裁判についても、東京府が運上所で執行することになった⁽⁵⁾。東京開市と同時に在東京英国領事館が設置され、業務を開始している⁽⁶⁾。これ以後、領事館は東京府とさまざまな交渉を繰り広げることになるのだが、その中心的なものの一つが日英両国民間の内外交渉訴訟であったことは言うまでもない。

内外交渉訴訟に関して、東京府が英国領事館の交渉相手を務めたのは1869年1月から1871年12月までの3年間であった。ここに紹介する資料では、資料番号 [1] ~ [40] がその時期のものである。しかし、1872年1月11日(明治4年11月21日)、外務省は運上

所内に東京開市場裁判所を設置するとともに、今後は同裁判所が内外交渉訴訟を取り扱うことを各国公使に通知した（ただし訴訟以外の事務は従前通り東京府で取り扱う）。東京開市場裁判所で裁判を担当したのは司法権少判事本多高門である⁽⁷⁾。東京開市場裁判所は、当初、民事・刑事ともに内外交渉訴訟を処理していたが、1873（明治6）年2月13日以後、刑事事件については東京裁判所が取り扱うことになった。そして、1875（明治8）年7月10日、東京裁判所に併合され、廃止されるに至った⁽⁸⁾。この東京開市場裁判所時代（3年6ヶ月余）の資料が[41]～[195]である（その中に若干の内務省宛書簡が含まれている）。そして、資料番号[196]以下のものが東京裁判所宛に送られたものである。

周知のように、内外交渉訴訟で日本人原告が英国人を訴える場合、その裁判は英国側の領事裁判権に委ねられ、領事裁判所が開廷された。これに対し、英国人が日本国民を被告として訴える場合、英国人は日本裁判所に出訴しなければならなかった。いずれの場合でも、日本当局と英国領事との間でなされる書簡の往復が相互の裁判権行使の不可欠の一部分を成していた。たとえば、訴の提起や訴訟当事者の召喚などは、直接、相手国判事・領事に訴状・召喚状を送達することによって行われた⁽⁹⁾。したがって、我々は、これらの書簡を通観することによって、当時の内外交渉訴訟に関する訴訟手続の実態を——なおその一部にとどまるものの——窺い知ることができる。

また我々は、これらの書簡を通して、日本当局者のイギリス法に対する疑問や不満、反対に英国側の日本法や日本法廷に対する批判を読みとることができる。そこに垣間見えるのは、明治初年の日本法——江戸時代以来の慣習法が急速に崩壊しつつあると同時に、ヨーロッパ法の部分的継受がすでに進展しつつあった——とイギリス法との間に発生した「法文化摩擦」にほかならない。そこで次に項を改め、具体的な例を引きながら、日英法文化摩擦の一端を述べてみたい。

2、「免責的殺人」(excusable homicide)

法文化摩擦はさまざまな局面で顕現するが、ここではまず実体法上の矛盾・対立とい

う面から検討しよう。事例として取り上げるのはコモンロー上の「免責的殺人」(excusable homicide)の法理である。それは、人を死に至らしめた行為であっても、それが正当防衛や——重大な過失のない——事故によるものである場合には、行為者は何の刑事責任も負わないという原則である。つまり、コモンローは正当防衛行為だけでなく、過失致死行為についても刑事上の責任を問わないのである。しかし、この法理はなかなか日本当局の理解を得られなかったようである。次に一例を挙げよう。英国人が乗馬で大通りを通行中に歩行者と接触し、死に至らしめた事例である⁽¹⁰⁾。

1871年1月1日(明治3年11月11日)、大学南校御雇外国人教師リング、熊本藩商船「西海丸」船長フォレスト、同船員パート、ロバートソンの4人——それに彼らを警護する別手組3人⁽¹¹⁾が随行——が東京府内麴町通を通行中、フォレストの馬が年老いた托鉢僧と接触事故を起こした。その時、彼らは、通行人に警告を発しながら、スロー・トロット・ダウン(slow trot down)の速さで進んでいたという。事故後、フォレストは老僧の身体を入念に調べ、大した怪我でないと判断したうえで、謝罪のために若干の金銭(1ドルと1分)を手渡し、その場を立ち去った。しかし、老僧はその傷がもとで5、6日後に死亡してしまった。以上が事実の概要である。

1871年1月上旬(明治3年11月中旬)、東京府はこの一件を英国副領事に通告し、賠償金の支払いを要求した。そこで英国副領事は加害者に10ドル支払わせることで一件を処理すべく、東京府と協議を重ねた。その結果、いったんは加害者が金札10両を支払うことで合意したものの、東京府側の翻意によってその合意は破棄された⁽¹²⁾。

1871年3月9日(明治4年1月17日)、英国副領事は被害者の治療費・埋葬費代として50ドル支払う用意があるとの意向を表明したが、東京府はこの提案にも満足しなかった。いまや彼らが求めているのは友好的妥協(friendly compromise)による問題解決ではなく、イギリス法の厳格な適用による事件の処理つまり領事裁判による事案の審理であった。結局、英国副領事は東京府側の意向をほぼ全面的に受け入れ、4月2日(明治4年2月13日)リングと別手組3人を、さらに4月5日(明治4年2月16日)フォレスト船長と船員パート、ロバートソンの3人を召喚し、東京府官吏立ち会いのもとに各人の審問を行った。

その結果、副領事は「この一件は『免責的殺人』に該当し、加害者は何の刑罰も科されない」と判断したが、翌日の協議で東京府側が「このような判断は日本的な正義観念 (ideas of justice)⁽¹³⁾と合致しない」との不満を表明したため、英国副領事はより妥協的な解決方法を選択した。すなわち、①フォレスト船長に東京府宛の謝罪文を書かせ、②治療・埋葬費の弁済として10ドルを支払わせ、さらにそれとは別に、③10ドルの罰金と訓戒の処分をフォレスト船長に科すことにしたのである。こうして「免責的殺人」法理の適用は見送られた。東京府はこの処分内容に満足した模様で、これ以後、書簡集の中にこの一件が登場することはない。当時、乗馬・馬車による外国人の「交通事故」が頻発していた⁽¹⁴⁾。それだけに、この一件の処理はその後の事件処理の先例となり、領事裁判所の判断を拘束したかもしれない。しかし、残念ながら、その事実を書簡集の中で確認することはできない。

もう一つ例を挙げよう。銃の暴発事故の事例である⁽¹⁵⁾。1872年12月28日(明治5年1月28日)、足柄県田村で英国人ギルバート (Gilbert) の銃が暴発し、福島七五郎 (Fukujima Shichigoro)⁽¹⁶⁾ の子どもが死亡した。この事件は、翌1873(明治6)年2月28日、司法省から在東京英国領事館(ドーマン副領事)に伝えられた。これに対し、ドーマンは次のように回答している。ギルバートや遺族の証言から判断すれば、子どもが死んだのはまったくの事故である。英国のコモンローでは、誤って人を死に至らしめても処罰されない。したがって、当該事件について英国人を刑事訴追することはできない。ただ、ギルバートは遺族への賠償を希望しているので、私が賠償額を100両と決定した。そこで、「賠償金受領のため、3月22日午前10時、当領事館に出頭してほしい」ということを司法省から福島七五郎に通知してほしい、というのである。

司法省はドーマンの回答に納得しなかった。3月20日、司法省は、「英国法では誤って人を殺しても処罰されない」というドーマンの説明について、その典拠 (authority) を示すように要求してきた(ドーマンはこの要求を受け入れた)。司法省は、ギルバートに対して、刑事訴追なり民事訴訟の提起なり何らかの法的措置が必要であると考えていたようである。その後も司法省の態度に変化は見られなかった。そこでドーマンは、4月16日、いわば「最後通牒」を司法省に送りつけた。すなわち、もしこれまでの説明

にも関わらず、司法省が依然として刑事訴追や民事訴訟の提起に固執するならば、「私は法に従って問題を処理する用意がある。しかし、その場合、私は正確な用語で記された告訴状を提出するようあなた方に要求しなければならない。それによって、私がいかなる訴訟手続を開始すればよいか分かるだろう」。刑事訴訟なり民事訴訟を提起したいならば提起すればよいが、その場合、司法省はイギリス法に照らして正当な訴状を提出しなければならない、というこの発言の真意が奈辺にあるかは改めて説明する必要もないであろう。

結局、司法省は領事裁判所に訴を提起することを断念した。5月に入り、この問題はドーマン主張の線——領事裁判所は刑事訴追を行わない、ギルバートは自発的に遺族への賠償金を支払う——で解決を見るのである。

3、訴訟供託金 (court fee)

当然ではあるが、日本人が領事裁判所に訴えを提起する場合、イギリス法の不知が問題になることが多かった。ここではその一例として訴訟供託金を取り上げよう。日本人原告が訴を提起する場合、原告はあらかじめ一定額の金銭を裁判所に供託しなければならない。この訴訟供託金 (court fee) に関する記載が初めて書簡集に登場するのは、1872年3月15日 (明治5年2月7日) 付東京開市場裁判所判事本多高門宛書簡⁽¹⁷⁾である。すなわち、

山屋与兵衛 (Yamaya Yohei) は、(領事裁判所の判決により、被告) サザランド (Sutherland) 氏から計150ドルを受領するとともに、当領事裁判所への供託金8ドルの返還を受けます。

訴訟供託金制度は領事裁判の開始とともに実施されたと推測されるが、実際に東京開市場裁判所判事がこの制度の存在を認知したのは1872年7月 (明治5年6月) のことであった。本多判事は、中村 (Nakamura) 対ホーシール (Houseal) 事件の発生に際し、はじめて日本人原告が訴訟供託金を納付させられていることを知った。そこで彼はドー

メンに、なぜ今回突然に日本人原告に訴訟供託金を納付させるのか——この疑問は明らかに彼の無知から発しているが——と問い合わせた。

ドーマンの回答はこうである⁽¹⁸⁾。在日英国領事裁判所に訴えを提起する場合、原告は一定額の金銭を裁判所に供託しなければならない。訴状とともに供託金を提出しなければ、在日英国領事裁判所で訴訟を起こすことはできない（ただし、貧窮者の場合はその限りでないが）。英国人や他のヨーロッパ人と同様、日本国民もこのルールに従わなければならない。また、中村対ホーシール事件が訴訟供託金を要求した最初の事例であるという本多の認識は誤りである。今年3月15日付本多宛書簡を読めば、日本人原告が訴訟供託金8ドルを納付しているのが分かるだろう、というのである。

その後、本多判事は、1872年8月19日（明治5年7月16日）付書簡⁽¹⁹⁾をもって、英国公使と日本外務省との間に「日英国民間の訴訟においては訴訟供託金を科さない」旨の取極が成立したと伝えてきたが、真偽のほどは不明である。実際、これ以後も訴訟供託金の徴収は続けられている。たとえば、1872年10月26日（明治5年9月24日）付書簡⁽²⁰⁾を見れば、豊島屋弁次郎 (Toshimaya Benjiro) 対ホーシール (Houseal) 事件の訴状送達に際し、ドーマンは「訴訟手続開始前に、原告又は原告代理人は請求額の1%に相当する額を裁判所に供託しなければならない」と指摘している⁽²¹⁾。

供託金は訴訟提起時に要求されるだけではなかった。別の種類の供託金も存在した。日本人原告が訴を起した時、相手方が反訴 (counterclaim) を起せば、日本人原告は領事裁判所に反訴で請求された金額を供託しなければならない。これが問題になったのが金子清吉 (Kaneko Seikichi) 対ボイス (Boyce) 事件 (1873年) である。金子はボイスに対して金銭の支払請求訴訟を起こした（請求内容の詳細は不明）。これに対し被告ボイスは、原告の主張には理由がない、むしろ被告は原告に535円余分に支払っており、原告はその分を被告に返還すべきである、と答弁した。同時に、535円の支払いを請求する反訴を提起した。これにより、領事裁判所は原告の請求と被告の反訴を同時に審理することになった。そこでドーマン副領事は原告にボイスの請求額535円を供託するよう求めたのである。これは原告金子の敗訴に終わっても彼が判決に服することを物質的に保証するために要求されたのである。もちろん、ボイスが敗訴すれば、供託金は

原告金子に返還される。なお、1873 (明治 6) 年12月31日付本多高門宛書簡において、ドーマンはこの供託金制度について懇切に説明している⁽²²⁾。

4、日本法廷への不満・不信

最後に、英国人が日本法廷に出廷した時に彼らがどのような不満や不信を抱いていたのかという視点から、書簡集の事例を整理してみよう。それは英国側から見た日英法文化摩擦の実相であり、現代の我々からすれば、彼らの目を通して明治初年日本の司法制度の実態を垣間見ることになるだろう。

①東京開市場裁判所は、非公開の法廷で原告 (英国人) や証人を出廷させずに審理を行うことがあったようである。たとえば、キャンベル (Campbell) 対石坂 (Ishizaka) 事件 (1873年) において、東京開市場裁判所は、原告キャンベルに自己の主張を立証する機会を与えずに審理を遂げようとした。そこでドーマンは、1873 (明治 6) 年10月15日、両当事者提出の証拠に基づかずに適正な判決に到達することはできないと批判するとともに、原被両当事者が出廷する公開の法廷での審理を要求した⁽²³⁾。

②法廷での訴訟指揮に関して、裁判官が日英両国民を不平等・不公平に取り扱い、不当に日本人被告を優遇しているという苦情が後を絶たなかった。たとえば、エスコンベ (Escombe) 対伊藤新兵衛 (Ito Shimbei) 事件 (1874年) では、原告エスコンベは「事案の性質と原告が日本語を解しないという事情から裁判所はあらゆる配慮と援助を提供すべきであったにもかかわらず、原告は大変粗雑に扱われた。ところが、詐欺的債務者である (被告) 伊藤新兵衛は裁判官に善意と同情をもって遇された」との手紙をドーマンに送っている。これをうけてドーマンは、「私の経験から言っても、裁判官の中には——被告が有力者その人であったり、あるいはその関係者である場合には——日本人被告に鄭重な態度をとる者がいる」と付言し、日本側に両当事者の平等・公平な取り扱いを要求している⁽²⁴⁾。

③訴訟の遅延も問題とされた。たとえば、ボードマン (Boardman) 対大倉 (Okura) 事件 (1874年) に際し、ドーマンは「英国人を原告とする裁判における訴訟の遅延と一

方的な訴訟指揮については、これまでもしばしば抗議してきたが、極めて遺憾な問題である」と発言している⁽²⁵⁾。訴訟遅延は——②の問題とともに——これ以後も引き続き日本法廷の問題点として批判され続けていく⁽²⁶⁾。

④日本の破産法制度に対する不満・不信も無視できない。たとえば、英国人スミスを原告とする裁判——被告（複数）はスミスと商品売買契約を結び、すでに商品を受け取ったが、いまだ代金を支払っていない——では、敗訴判決にもかかわらず、被告は債務額を支払わなかった。そこで東京開市場裁判所は被告に破産を宣告し、彼らの財産を差し押さえようとした。しかし、ドーマン領事はこれに反対した。その理由は次のようなものである。開市場裁判所が判決を履行させるために被告に時間の猶予を与えれば、彼らはその機会を利用して外国人債権者を騙すために彼らの財産の名義を変更してしまう。だから、彼らに破産宣告をするのは彼らが不正行為を働くのを奨励するようなものである。破産宣告を受けても、仲間内に全財産の名義を書き換えてしまっているのだから、彼らは何も失うものはないというのである⁽²⁷⁾。このように日本の破産法の不備を批判する声はこの後もしばらく消えることはなかった⁽²⁸⁾。

- (1) イギリス国立公文書館所蔵。また、佐藤元英編著『日本・中国関係イギリス外務省文書目録』第1巻(日本)、クレス出版、1997年、も参照。
- (2) その他の領事館資料は、戦後のものが主である。たとえば、大阪は1945年から1948年まで、神戸は1952年から1954年までのものが所蔵されている。横浜は1877年から1952年までのものが所蔵されているが、そのほとんどは1945年以後のものである。下関については1901年から1922年までのものが収められている。
- (3) 東京府、東京開市場裁判所等から英国領事館に送られた書籍(おもに英訳文)は、<FO798/22><FO798/2><FO798/3>などに収められている。
- (4) 外務省編『日本外交年表並主要文書』上巻、日本国際連合協会、1955年、57頁。
- (5) 東京都編『東京市史稿』市街篇第50、東京都、1961年、325頁以下、東京都編『築地居留地<都市史紀要4>』東京都、1957年、157頁以下。なお、東京府の行った民事裁判については、藤原明久「明治初年における東京府裁判法の展開」『神戸法学雑

誌』35巻4号、参照。

- (6) 資料<FO798/21>の記載が始まるのは、1869年1月1日(明治元年11月19日)からである(資料番号[1])。
- (7) 1872年1月1日(明治4年11月21日)、外務卿副島種臣は各国公使宛に往翰「東京開市場於テ彼我人民訴訟取扱ノ儀」を發し、「東京開市場ニ於テ貴国人民我國民トニ關涉スル訴訟ハ自今司法權少判事本多高門同所運上所へ出張致シ取扱候間訴訟事務ニ付テハ同人ヨリ貴国領事へ書通談判可致候尤右訴訟ニ不關事務ハ従前ノ通東京府官員ニテ取扱候ニ付右ノ趣築地在留貴国領事へ御布令有之度候」ことを通知した。この一件は英国公使から在東京英国領事に伝えられたものと思うが、本多高門も直接英国領事に書簡を送り、自らが東京開市場裁判所判事に任命されたことを伝えている(資料番号[41])。
- (8) 東京開市場裁判所については、瀧川叡一『日本裁判制度史論考』信山社、1991年、179～210頁、参照。同書は、東京地方裁判所の民事判決原本保存用倉庫に保管されていた「従明治五年至明治十七年 内外交渉訴訟裁判言渡書」により東京開市場裁判所の裁判言渡書5件を紹介している。邦字新聞「日新真事誌」発行人として知られる英国人ブラック(J. R. Black)を原告とする損害賠償請求事件(1873年)、オランダ人エフハンベルトを原告とする引負金取立請求事件(1874年)、フランク人クラトールを原告とする諸品代金支払請求事件(1875年)、英国人ダンバルを原告とする償金請求事件(1875年)、フランス人ガローを原告とする家明渡請求訴訟(1875年)である。このうちブラック事件に関しては、資料番号[75][77][88]に若干の記載がある。なお、現在、「従明治五年至明治十七年 内外交渉訴訟裁判言渡書」は東京地方裁判所から東京大学法学部に移管されている。この間の事情については、林屋礼二・石井紫郎・青山善充編『図説・判決原本の遺産』信山社、1999年、林屋礼二「はしがき」、参照。また、同資料については、32頁、参照。
- (9) たとえば、資料番号[44][47][49]などを参照。
- (10) 以下は、資料番号[11][12][14][15][16]による。
- (11) 別手組とは幕府が江戸来往の外国人を警護するために、与力・同心の市中整備とは

別に新たに設けられた外国人警衛の付添役である。1868（明治元）年にいったん廃止されたが、同年中に再組織され、約200人が外国事務局付として鉄砲洲に勤務した。公使館員その他の身辺警衛とともに、居留地内に在住する外国人の身辺警衛も担当した。1872年9月16日（明治5年8月14日）廃止。（前掲『築地居留地』270～288頁）

- (12) こうした東京府の態度変更の背景に何があったのかは今のところつまびらかでない。ただ、明治政府との関連を推測できるのはなからうか。この一件は、2月頃、明治政府の聞き及ぶところとなり、事件の進捗状況を調査している（[11]）。推測するに、その調査結果を受けて、明治政府はより強硬な処理方針を決定したのではないだろうか。

以上の点との関連性は必ずしも明らかでないのだが、次のような事態がほぼ同時期に進行していたことを指摘しておきたい。1871年1月3日（明治3年11月13日）、東京府は太政官弁官に対して次のように伺い出た。すなわち、外国人乗用の馬車や乗馬の者が夜間無燈で通行するために人民が縷々毀傷を蒙っているので、各国領事に対して馬車・乗馬を使用する者は夜間必ず燈火を用いるよう申達したので、内国人にも同様の布告を太政官から発してほしいというのである。なお、同年1月17日（明治3年11月27日）、各国領事団は東京府に回答を送り、先の東京布達を各国居留民に布告したものの、それは「如何にも不条理」であり、再検討が必要であると主張している。

また、1871年1月下旬～2月中旬（明治3年12月）頃、東京府は太政官弁官に外国人の馬車・乗馬取締の従前の取扱振りを報告するとともに、今後の取締心得方を伺い出で、太政官の承認を得た。それは3ヶ条から成る「向後心得方」であった。すなわち、①外国人による過失殺傷の節は、所属国領事への引合い以前に顛末を詳細に取り調べ、太政官に報告する。その上で、東京府が各国領事に引合いを行う。もっとも、事の軽重により太政官から処置方の差図があれば、それを主意として各国領事との引き合いに当たる。②従前と同様、外国人が過失により内国人に怪我を負わせた場合、直ちに相当の償金を差し出し、内済が成立し、内国人に異議がない分については東京府で承届ける。③外国人が乗馬・馬車で内国人に怪我を負わせ、あるいは店先等の物品を損失させた場合、別手組が付き添っている分については、また付添がなくても当

該外国人の名前・面体・衣類等を見留置き訴え出た分については、東京・横浜とも取調の上、その当人を呼び寄せとくと相糺し、各国領事に談判の上処理する。面体・衣類の見留のない分については、相手国領事の引合い向きにも差し支えがあるので、これらも事情を取り調べた上、その都度、太政官に上申する。(『東京市史稿』市街篇第 51、699~703頁)

- (13) ここで東京府のいう「正義観念」の具体的内容を明らかにすることはできないが、参考までに過失殺傷人に関する当時の現行法——新津鋼領 (明治 3 年 12 月 20 日頒布) の規定について言及しておこう。それは「凡過失ニテ人ヲ殺傷スル者ハ各鬪殺傷ニ準シ法ニ依リ収贖シテ其家ニ給付ス」と規定し、さらに「過失殺傷収贖図」において「過失殺傷収贖ハ殺傷セラルルノ家ニ給シ埋葬及ヒ医薬ノ資ト為ス」としたうえで、つぎのように定めていた (一部抜粋)。

過失殺 絞 三十五両 殺サルルノ家ニ給シ埋葬セシム

廢疾篤疾 徒三年 二十両 人ノ肢体ヲ折跌シ及ヒ一目ヲ瞎シ廢疾ヲ成ス者

流三等 三十両 人ノ両目ヲ瞎シ両肢ヲ折り旧患アルヲ設テ篤疾ニ至ラシメ舌ヲ断チ蔭陽ヲ毀敗スル者

要するに、過失殺傷人に見られる基本的な法観念は、過失によって人を死に至らしためた場合、絞刑に処せられるか、さもなければ遺族に贖罪金 35 両を収めなければならないという民法法未分離のものであった。新津鋼領は「車馬殺傷人」の規定も設けている。すなわち、「凡故ナク街市ニ車馬ヲ馳驟シ因テ人ヲ傷スル者ハ凡鬪傷ニ一等ヲ減ス死ニ致ス者ハ流三等若シ馬驚逸シ或ハ公務ノ急速ニ因リ馳驟シテ人ヲ殺傷スル者ハ過失ヲ以テ論ジ法ニ依リ収贖シテ其家ニ給付ス」というものである。この点については、とくに小林忠正『日本民法史論』法学書院、1997 年、56~135 頁、参照。

- (14) たとえば、[19][20][107]参照。
(15) 以下は、資料番号[72][73][86][89][95]による。
(16) 書簡中に登場する日本人名はローマ字で表記されているが、それらに漢字を宛てる場合はすべて推測によった。なお、その場合はローマ字名をカッコ書きで並記した。
(17) 資料番号[45]。

- ⑱ 資料番号[49][50]
- ⑲ 資料番号[55]。
- ⑳ 資料番号[61]。
- ㉑ ただ、訴訟委託金は常に請求額の1%ではなかったようである。たとえば、[78]参照。
- ㉒ 資料番号[118]。
- ㉓ 資料番号[102]。その後もドーマンは、東京開市場裁判所に対して、同様の要求——原被両当事者の出廷と公開の法廷での審査——を繰り返している([130][133])。なお、この要求がいち実現されたのか、現時点では、不明である。
- ㉔ 資料番号[168]。また、捜査段階でも、日本官憲への不信・不満の声を聞くことができる([121] など)。
- ㉕ 資料番号[136]。他に[102]等を参照。
- ㉖ ㊸ Papers respecting the unsatisfactory working of the Japanese law courts in suits between Japanese and foreigners. <FO881/4220>
- ㉗ 資料番号[127]。

[凡例]

- 1、多くの書簡には書簡執筆者によって加筆訂正が施されているが、資料紹介に当たっては加筆訂正の結果のみを採録し、削除された部分については筆耕しなかった。
- 2、各資料の右肩に記載されている番号は橋本が付した資料番号で、資料全体の通し番号となっている。
- 3、原資料を判読できなかった部分については□□□で表示した。
- 4、橋本が適宜挿入した部分は [] で示した。

thank you for your promptitude the arresting the thief.

I have.

To Sugiura Takesaburo

Russel Roterkin

No. 4

Yedo

[4]

To Sugiura Takesaburo

August 10th/69

Sir,

I have the honour to acknowledge receipt of your two letters dated respectively July 29th and August 13th the former bringing to my notice particulars of a difference on respect of a contract between Nakaya Kuyemon and Mr. Hare and drawing my attention to the misbehaviour of the latter in taking the law into his own hands by seizing or attempting to seize, without a prior reference to you, the property of Nakaya in satisfaction of his (Hare) claim. Mr. Hare was wrong. It was his duty, if applications to you met with no satisfactory result, to lay the matter before me; and a satisfactory arrangement might have been made between in the concert. At the same time, it appears to me that the delays on the part of Nakaya were most vexatious and some allowance must be made for the irritation thereby caused to man like Mr. Hare who, I am given to understand, is in a small way of business and to whom the delay on payment was a matter of great inconvenience.

Mr. Hare's conduct does not seem to have amounted to more than laying hold of some things and which be eventually replaced without taking them away from the house. As regards Hare forcing Nakaya to sign a document against the will of the latter, this I can scarcely understand. Surely the Japanese was in a position to oppose such an arbitrary act; or I can only accept the other conclusion, namely, that he (Nakaya) was a consenting party.

With regard to your letter of the 1st instant I am glad to see from you

explanation that the matter of the assault was not so serious as Mr. Hare made it out to be, but I fear that Mr. Hare's complaint about the unwarrantable supervision by the guards at the different guard houses of goods of whatever native is but too true.

You state that with the escapism of arms the guards never attempt to stop for purpose of inspection goods of any other native, but frequent instances have been brought to my notice of the guards been stopping the personal remonstrance on my part that the baggage was allowed to pass; The laying act of settlements, the establishment of custom house, and all to no purpose of petty restriction is after all but a mild and for what actually amounts to a breach of treaty.

I trust that this is the last complaint of the kind that I shall hear.

I have, & c.

Russel Roterkin

No. 1

Yedo, January 14. 1871

[5]

Sir,

In compliance with the request contained in your letter of the 3rd ultimo, that I should procure payment of a sum of 300 rios due as rent to the custom-house authorities of this city by an English merchant named Hare, I have the honour to transmit to you herewith a draft on the Government Bank for that amount and to request that you will be so good as to furnish me with a receipt for the same.

I have, & c.

To Sugiura

Tokio Shosanji

No. 2

B. V. C.

[6]

Yedo Feb. 13. 1871

Gentlemen,

With reference to my letter of the 13th September last, acquainting you that I had been appointed by Her Majesty's Minister to take over charge of this vice consulate, I have now the honour to inform you that in a despatch dated the 11th of October last Earl Granville, H. B. M. Principal Secretary of State for Foreign Affairs, has been pleased to approve of that appointment.

I shall have the honour to wait upon you officially at the Tokeifu in the course of a few days, and I beg you will be so good as to inform me at what time it will be convenient for you to receive me.

I have, &c.

M. M. The Dai Shosanji

I. C. H.

Tokeifu

No. 3

B. V. C.

[7]

Yedo February 14. 1871

Gentleman,

I have received your letter of yesterday's date, informing me that on the 7th instant a party of foreigners riding in a carriage, rudely forced their way, in spite of the remonstrances of the officers who accompanied them, through a dense crowd of Japanese people assembled at a fair which was being held within the precincts of a temple; and requesting me to advise my countrymen to exercise in future on such occasions that consideration for the rights and feelings of the public which is practised by the Japanese people themselves. I lost no time in communicating its purport to Her Majesty's Minister, who, I need hardly assure you, heard it with surprise and pain.

That the conduct of the foreigners on the occasion referred to was a discreditable violation of good feeling and courtesy does not admit of dispute. From the terms of your letter, however, it is impossible to judge whether those foreigners were or were not British subjects; and the omission to state this essential particular renders it necessary observe that in calling attention to cases of this nature it is desirable that the information supplied by you should be as explicit as possible. In the present instance it would seem that you can have no difficulty in obtaining such information, as the party was accompanied by guards; and I accordingly have the honour to request that you will be so good as to let me know for the information of H. M. Minister the nationality and names of the foreigners of whom you complain. Should they prove to be British subjects, the Minister will not fail to take such steps as may seem to him necessary for marking his disapproval of such conduct and for preventing its recurrence in future.

I have, & c.

I. C. H.

No.4

Her Britannic Majesty's Vice Consulate

[8]

Yedo, February 17. 1871

Gentlemen,

On the 13th instant I sent you a letter in which I had the honour to inform you that Her Majesty's Principal Secretary of State for Foreign Affairs, in despatch dated the 11th of October last, had sanctioned my appointment to the charge of this vice consulate, that I intended in the course of a few days to wait upon you officially at the Tokeifu and that I wished to learn from you at what time it would be convenient for you to receive me.

On the 15th instant I received from you a letter in which you acknowledged

the receipt of mine of the 13th, congratulated me on the mark of approval which I had received from the government, and expressed a hope that our intercourse should be characterised by cordiality; but in which you made no reference whatever to the intention I had expressed of paying you an official visit, and returned no reply to my enquiry as to when it would be convenient for you to receive me.

That you had thus contemptuously omitted to notice the principal point of my letter was an insult which I felt all the more deeply as it was totally unexpected and which I at once indignantly resented by sending you back your letter.

Until the indignity, which you have thus put upon me, is apologised for and removed by your returning a proper reply to my letter of the 13th instant, it is quite impossible for me to enter into communication with you on any other subject. It is scarcely necessary to add that so soon as I shall have obtained from you the satisfactory response I ask for, I shall be prepared to give to any matter you may bring to my attention my most mature and friendly consideration.

I have, & c.

No.5

B. V. C.

[9]

Yedo, February 18, 1871

Gentlemen,

I have received your letter of today in which you inform me that the reason why you did not, in your letter of the 15th instant, take any notice of the intention which I had in my letter of the 13th to you announced of paying you an official visit, was because you had previously, through Mr. Sugiura Shosanji, given me a verbal reply in reference to that point.

That in entirely omitting in your formal reply to an official letter of ceremony any reference to my expressed intention of visiting you fell short of the eligible proper to the occasion, seems to me not to admit of question. I rejoice to learn, however, from the tenor of your letter of today that the omission is to be attributed rather to your inexperience in such matters, than to conscious intention of conveying a slight.

In returning your letter of the 15th instant before I had taken further pains to ascertain your motives for the omission in question, I am now satisfied that I acted with undue haste and temper; and for that act of indiscretion I hereby tender you the expression of my sincere regret.

In assuring me of your readiness to receive me at any time I may wish to call upon you, you have, I consider, made satisfactory reparation for the original omission of which I complain; and I accordingly beg to give you notice that I shall have the honour of waiting upon you at the Tokeifu on the day after tomorrow the 20th instant at 1 o'clock p.m.

I have, &c.

No. 6

February 19. 1871

[10]

Gentlemen,

I beg to acknowledge the receipt on the 1st January of your letter of congratulations on the new year, and on this your own new year's day to respond to those salutations and to assure you that I heartily reciprocate the desire you express that our respective countries may with the lapse of years be the more firmly united in the bonds of mutual respect and friendship.

I have, &c.

To Awoyama Daisanji

Sugiura Shosanji

Tokeifu

No.7

B. V. C.

[11]

To Messrs.

Yedo, Feb. 21, 1871

Awoyama Daisanji

Sugiura Shosanji

Gentlemen,

I have received and understood your letter of the 16th instant in which you recapitulate briefly the communications which have taken place between us relative to the case of a Japanese named Seishin, who was ridden over and hurt by a British subject named Mansfield on the 1st January last and died of his injuries a few days afterwards; and in which you request me to reconsider my action in relation thereto, with a view to now obtaining a more satisfactory settlement of this unfortunate matter than that which I effected in concert with Mr. Mori Gontenji.

Although I have already in a conversation with Mr. Sugiura Shosanji on the 15th instant and again at our interview yesterday at the Tokeifu, given you a full and final reply on this point, I have much pleasure in according to your repeated request and hereby beg to furnish you with the substance of that reply in waiting.

One day early in January I went to the Custom-House and saw Mr. Obana Daisakan about some claims which I had to press against the late Yedo Hotel Company. When our conversation was over and I was about to leave, that gentleman requested my attention for a few minutes to a small matter, which though reluctant to trouble me with, he said, it was so unimportant he would take this opportunity of bringing to my notice. He then handed me a document the purport of which he was kind enough to explain. His paper, he said, was

one which he had recently received from the head of the Kojimachi ward, reporting that Seishin, an old man of 72 years of age, had been accidentally run over by one of a party of foreigners and praying that as half his body was found on the following morning to be paralysed, an appeal should be made to the foreigner concerned for some further pecuniary assistance as the sum of one dollar and one bu given to the old man at the time of the accident was insufficient for the expenses of his maintenance and medical attendance.

This report of the ward officer was backed with a docket nothing the particulars that the party of foreigners consisted of Mr. Ring employed as teacher at the Southern School of the University, two other British subjects named Mackenzie and Mansfield, and a fourth, named unknown: giving also the names of the 3 Bette-gumi who accompanied the party; and stating that Mansfield was the man whose horse by coming into collision with Seishin had caused the accident. Mr. Obana requested me to communicate with Mansfield and obtain if possible a small sum of money for the relief of the old man's distress.

In reply to an enquiry from me he further stated that Seishin had only two distant relatives who were in no way dependent on him for support; that Seishin was himself, in fact, mainly indebted to the charity of his neighbours for his own subsistence; that for this reason, as also because the injuries sustained from the accident were very slight a trifling sum of money would be sufficient as compensation. I asked Mr. Obana to say about what sum he would consider sufficient; but this he declined to do, preferring to leave the amount to Mansfield's own generosity. I then rejoined that, while I knew nothing of the men named Mackenzie and Mansfield, I was personally acquainted with Mr. Ring; that in the course of a few days I should call on him at the Southern School, learn from him Mansfield's address and either communicate with the latter directly, or obtain some money from him through Mr. Ring. Would the

delay of some days which this course would involve, I asked, occasion any inconvenience to the aged sufferer? He replied it would not; the bounty of the Municipal Authorities would supplement what private charity might leave undone. In conclusion I assured Mr. Obana of my deep regret at hearing of this addition to the already too long list of such accidents for which I knew the indecent recklessness of foreigners was to blame.

About a week afterwards, Mr. Mori Gontenji called upon me, and amongst other matters of business informed me that Seishin had sickened of his internal injuries and died in five or six days. In handing me a second document from the head of Kojimachi ward reporting Seishin's death he mentioned that it appeared on further enquiry that the deceased had left neither kith nor kin behind him. I told Mr. Mori that I had not yet seen Mr. Ring, but that I should now lose no time in calling on him and obtaining with his assistance some money from Mansfield; what sum, I asked, did he think I should demand. He replied, as Mr. Obana had done, that he would leave the amount to Mansfield's own good feeling.

I then pressed him a second time, and suggested ten dollars. He replied that as the deceased was an exceedingly low person, and had almost lived out the natural term of his existence, he would consider that sum sufficient, and offered to make me out a bill shewing that that amount of expense had actually been incurred on account of Seishin's illness and burial. I told him he need not go to the trouble of doing so, as I anticipated no difficulty in obtaining the money through Mr. Ring.

The first opportunity I had of meeting Mr. Ring since this matter was broached to me, was two days after the conversation last mentioned, when, on the night of the 13th of January, I saw him lying on the floor of a house in Nabecho, dangerously wounded by the sword of a Japanese samurai, who had

cut at him from behind and in the dark. I confess that for some days after that the affair of Seishin did not often disturb my thoughts.

Between that time, however, and the end of January it was more than once or twice referred to at meetings between Mr. Mori or Mr. Obana and myself, but never as a principal topic of conversation, and only when other business had brought us together. In one of these late conversations Mr. Mori incidentally mentioned that the government had heard of Seishin's accident and had sympathizingly sent to enquire of the Tokeifu what steps had been taken in regard to it.

As soon as I learned from Dr. Wheeler that the favourable progress of Mr. Ring's convalescence admitted of my conversing with him on business, I repaired to the Southern School and obtained from him all the particulars he knew in connection with the accident.

His companions on that occasion were, he said, the captain of the merchant vessel "Coyla", Forrest by name, another man named Burt, and a third whom he had that day met for the first time and whose name he did not know; it might be Mansfield, or it might be Mackenzie; he could not say neither did he know, as he was riding on ahead at the time, which of the three caused the accident; he only know it was not himself.

Still supposing that the information furnished me by Mr. Obana must be in the main correct, and that the third person thus unknown to Mr. Ring might be named Mansfield and be the actual culprit. I continued my enquiries after his address, and on at length making it out I wrote to him at Yokohama telling him of the consequences of his reckless riding and demanding \$ 10 compensation. In a few days I received his answer, stating that he was not the person in question, thus I was again baffled in my endeavours to find the responsible party.

Hitherto the affair had throughout been regarded by both sides as so unimportant that I had not deemed it necessary to bring it to the notice of H. M. Minister. But happening to mention it incidentally one day in conversation with him, he enquired into the particulars, and finding that nearly a month had already elapsed without my obtaining the settlement agreed upon, he instructed me to desist from my fruitless efforts to find out Mansfield, and to obtain the money from Mr. Ring, leaving the latter to recover it as best he might from whichever of his companions was actually responsible. This I did, and on the evening of the 9th instant tendered to Mr. Mori at the custom-house a ten riosats, being the sum (or its equivalent) which had previously been agreed upon between us. For reasons best known to himself Mr. Mori hesitated to accept the money, asking for a day's delay. I acceded to his request, and after waiting for three days in vain for a definite reply from him, I returned the money to Mr. Ring. When I next met Mr. Mori on the 13th instant at the custom-house, I informed him that as he had now declined to accept the settlement previously agreed on between us, I had sent back the money and would take no further steps whatever in the matter.

Before closing this, so far as I am concerned the last communication which shall pass between us relative to this affair of Seishin, I feel constrained to express the admiration with which I have recognised the lively interest latterly taken in it by the Authorities, more especially since my conversation with Mr. Mori on the 9th instant such tender solicitude on the part of the Japanese Government for the lives of its paupers is as commendable as I had been led to believe it was rare. Should, unfortunately, any similar accidents occur in future, it is to be hoped that the arrangement lately agreed upon between Mr. Mori and myself as to the course of procedure to be adopted will obviate the misunderstandings which have arisen in this instance, and that our united efforts to

obtain a suitable settlement will be rewarded with a more gratifying result.

I have, &c.

I. C. H.

No. 8

B. V. C. Yedo

[12]

To Sugiura Shosanji

March 9, 1871

Mori Gontenji

Tokiofu

Gentlemen,

Some days ago on the occasion of my paying a friendly visit to Mr. Ring at the Southern College of the University, I happened to mention to him that the municipal authorities were not satisfied with the result of the action which I had taken in reference to the affair of Seishin the old man who was ridden over in Kojimachi by a party of Englishmen on the 1st of January and died of his injuries a few days subsequently. On returning my visit a few days afterwards Mr. Ring took occasion to inform me that on thinking over the matter of Seishin he had felt it to be his duty, as he was one of the party concerned in the accident, to endeavour to obtain a suitable reparation, and that with that view he should take the earliest opportunity of communicating with captain Forrest of the "Coyla" and Mr. Burt, first officer of the same vessel who were his companions on the occasion in question. From his personal knowledge of both these gentlemen he had no doubt whatever, he said, that when they came to learn the fatal issue of Seishin's mishap they would feel as deeply grieved and be as willing to offer reasonable reparation as he was himself. However as a long time had already elapsed and it was uncertain when he should have the desired opportunity of communicating with them as they were now absent on a voyage he would take on himself to disburse the sum of fifty dollars(\$ 50),

which he requested me to forward to the authorities, and which he hoped would be found sufficient to cover the expenditure that had been incurred on account of Seishin's illness and burial.

I assured Mr. Ring that it would afford me much pleasure to comply with his request; and I accordingly beg to transmit to you herewith the said sum, coupled with the assurance of his profound regret at the disaster caused by his companions. I trust that this settlement of the affair of Seishin now tendered by Mr. Ring may prove more successful in obtaining the approval of the Tokiofu than that formerly negotiated by myself.

I have, &c.

No. 9

B. V. C.

[13]

M. M. The Daishosanji

Yedo, March 16, 1871

Tokiofu

Gentlemen,

About four years ago Dr. George Newton, a surgeon in the Royal Navy, was sent out to Japan by the British government, and was charged with the duty of suppressing as much as possible contagious venereal diseases, from the ravages of which the crews of British ships visiting the ports of this country were wont to suffer. Impediments had at first to be encountered in the carrying out of such a mission in an alien country, but with the enlightened assistance of authorities at Yokohama, these were gradually surmounted, and a Lock Hospital was established at that point, in connection with a system of periodical examination of the public prostitutes and segregation of the diseased until completely cured. Besides undertaking the working of this institution, Dr. Newton also instructed a class of Japanese surgeons in the treatment of venereal maladies; and although the benefits resulting from his labours in the rapid decrease

of those disorders have been shared by the native population of Yokohama equally with the foreigners resorting thither, he has never sought nor accepted any remuneration other than the salary paid him by his own government.

Dr. Newton has requested me to inform you that he is now prepared to place his services, gratuitously, at your disposal for the establishment of a similar hospital and system of supervision at this city, where venereal diseases are notoriously rife; and if you will be so good as to name a day on which it will be convenient for you to receive him, he will wait upon you personally and furnish you with any further information you may desire before engaging to promote the carrying out of this important administrative measure.

I have, &c.

No. 10

B. V. C. Yedo

[14]

Messrs.

March 30th, 1871

Kitajima Daisanji

Hiraoka Gondaisanji

Sugiura Shosanji

Mori Gontenji

Tokiofu

Gentlemen,

At our interview at the custom house yesterday you informed me in reference to the affair of Seishin, that you were no less dissatisfied with the settlement of it offered by Mr. Ring which I had the honour to communicate to you in my letter of the 15th instant than with that which I had myself previously effected in concert with Mr. Mori Gontenji. Your objection to both of those proposed modes of adjustment is, you told me, that they are such as are dictated by a spirit of friendly compromise, whereas what you require is a settlement

according to the strict letter of the British law. You requested me, therefore, to deal in that sense with the case of Seishin on its merits, and irrespective of any action which I may have previously taken in regard to it.

The British law applicable to the case in the first instance is to be found, I believe, in the Vith Article of the Treaty of Peace, Commerce and Friendship regulating the intercourse between our respective countries, which enjoins upon the consul to endeavour to settle such complaints as the present in a friendly manner. As, however, you have explicitly and firmly repudiated any such friendly settlement, it devolves upon me to pursue the course laid down in the following clause of the same article which provides:

" If disputes take place of such a nature that the consul cannot arrange them amicably, then he shall request the assistance of the Japanese authorities, that they may together examine into the merits of the case and decide it equitably."

Accordingly, I hereby request you to meet me at this vice consulate on the 2nd proximo at 10 o'clock a.m., at which how I have summoned Mr. Ring to appear before us and give his evidence in the case. You will have the goodness in like manner to ensure the attendance at the same hour, of the three bette-gumi who accompanied Mr. Ring's party on the day of the accident.

I have, &c.

No. 11

B. V. C. Yedo

[15]

To

April 6th, 1871

Kitajima Daisanji

Hiraoka Gon Daisanji

Sugiura Shosanji

Mori Gon Tenji

Tokiofu

Gentlemen,

Agreeably to the request made to you in my letter of the 30th ultimo you met me at this vice consulate on the 2nd instant and we together examined and cross-examined Mr. Ring and the three officers of the bettegumi corks with regard to the circumstances of the accident which befell a Japanese, named Seishin, in Kojimachi on the 1st of January last.

Again, on the 5th instant, I summoned captain Forrest of the "Coyla" and Messrs. Burt and Robertson of the same vessel, and they were in like manner examined and cross-examined by us at the custom house. The leading facts of the case, as clearly established by the evidence, are:

That on the 1st of January last, as a party of four Englishmen, consisting of Mr. Ring (who at that time was employed as a teacher at the Southern College of the University) and Messrs. Forrest, Burt and Robertson (belonging to the merchant vessel formerly called the "Coyla", now owned by the Kumamoto Han under the name "Seikai Maru"), accompanied by three bettegumi, were riding at the pace of a slow trot down the wide street called Kojimachi, the horse of Forrest, in spite of the precautions taken by the party to avoid accidents generally and by Forrest to avoid this accident in particular, came into contact with an aged mendicant priest, named Seishin and knocked him down; that thereupon Forrest and one of his companies, Burt, immediately dismounted from their horses and continued for the space of over half an hour to administer every attention to the old man which right feeling under the circumstances could suggest; that on a careful examination the injuries which Seishin had sustained from the collision were found to be very trifling; that Forrest gave him a dollar and a bu as compensation, and did not leave him until he saw that proper attention was being paid to his wants by the people of the place. It appears that Seishin died within six days after the accident it

is supposed in consequence of the injuries he sustained thereby.

Seeing that the affair was an accidental mishap being entirely unpremeditated; that it occurred in the performance of a perfectly lawful act, namely riding through a public thoroughfare; that the said riding was neither furious, for it was at the pace of a slow trot; nor reckless, for a courier was riding on ahead and shouting loudly to clear the path, and Forrest as soon as he observed the critical position of the old man, standing nearly in the centre of the road, pulled up his horse so that at the time of contact there was scarcely any impetus; - on these grounds I am disposed to believe that in strict law the affair should be considered as a case of excusable homicide, for which, as having occurred by misfortune, no penalty could be inflicted; and had Seishin been an English subject I should undoubtedly have decided in that sense. At our interview to-day, however, you informed me that such a decision would not at all accord with your ideas of justice. In deference, therefore, to your representations, and in view of the international aspect of the case, I have consented to deal with it in what I conceive to be the most rigorous manner consistent with equity. Accordingly, I have caused Forrest both to write you the accompanying letter of apology expressing his deep regret for the accident, and his willingness to compensate Seishin's relatives, should any such survive to mourn his loss; and also to refund you ten dollars, herewith enclosed, being the amount of expense or thereabout, as Mr. Mori informed me, which was incurred on account of Seishin's illness and burial. In addition, I have inflicted upon Forrest a fine of the same amount, and a suitable admonition.

You will have the goodness to inform me by letter at your earliest convenience whether this settlement of the affair of Seishin meets with your approbation.

I have, &c.

Copy

"Seikai Maru"
Off Shinagawa
April 6th 1871

[16]

To Governors of the City of Yedo

Gentlemen,

On the 1st of January last as I was riding with three companions through one of the streets of this city, my horse in spite of my utmost efforts to avoid the accident came into contact with a feeble old begging priest and knocked him down. One of my companions, Mr. Burt, and myself immediately dismounted from our horses, raised the old man up and remained for the space of over half an hour ministering to him in every way we could think of the man was evidently in the extreme stage of age and frailty; but I could not after a very careful examination discover that he had sustained any injury from the accident beyond two slight scratches, one on the right eye-brow and one on the under lip. After seeing that proper attention was being paid to him by the people of the place I gave him a small sum as compensation and came away.

The day before yesterday I was informed that the old man had died within five days afterwards, it is supposed in consequence of the injuries he sustained from the accident.

I felt exceedingly sorry for the unfortunate occurrence at the time, and I need hardly assure you that my regret has not been lessened at hearing of the old man's decease so soon afterwards. In addition to any fine which the consul may see fit to impose upon me, I am prepared to tender adequate compensation, should any of the old man's relatives survive to mourn his loss.

I beg you will be so good as to receive favourably this expression of my sincere regret for the accident.

I have, &c.

John Forrest

True Copy
John Forrest

Captain of Coyla, alias
Seikai Maru

No.12 B. V. C. Yedo May 11/71 [17]

Kitajima

Hiraoka

Sugiura

Gentlemen,

Mr. Wiqubaut, an English merchant, residing at this city, being about to return for a short time to England is desirous of taking with him as his servant a Japanese named Eizo, a native of Yedo, who lives at No. 15 Homminatocho. I have accordingly to request you to be so good as to grant Eizo the necessary permit to proceed to England along with Mr. Wiqubaut as that gentleman by mail which starts from Yokohama on the 16th instant. I trust that you will be so good as to issue the permit without any avoidable delay.

No. 13 H. B. M. V. C. [18]

Yedo June 4, 1871

To Kitajima Daisanji

Hiraoka Gondaisanji

Sugiura Shosanji

Gentlemen,

I have the honour to acknowledge the receipt of your letter of the 1st ultimo informing me that as applications are made from time to time for lots of land in the foreign settlement, it is your intention, on receiving a representation

from the consul of the applicant, to let by private agreement one or two of the lots in that locality which were not disposed of at the laud sale of last year.

In reply to your enquiry as to whether I have any objection to this course I beg to point out to you, that the "Arrangements for the Settlement of Foreigners at Yedo " which provides that the laid laud shall only be disposed of at public auction, is an international compact, concluded between the Foreign R. R. and the central government, which neither the local authorities nor the consuls either individually or collectively, have power to contravene.

Apart from this preliminary objection, however, you will observe from the enclosed copy of a letter which I addressed to a British subject in reply to a similar application that I consider the course you purpose taking as highly objectionable, since it would establish a precedent for violating, for the convenience of one or two individuals, regulations which were framed impartially in the interest of all the nationalities having treaties with Japan. I have consulted H. M. Minister and the Austro-Hungarian charge d' affaires on this matter, and they both concur in the views expressed above.

I have, &c.

I. C. H.

No. 14

B. V. C. Yedo

[19]

June 12, 1871

Gentlemen,

I have the honour to acknowledge the receipt of your letter of the 13 ultimo informing me that, a coach-driver named Mac having caused an accident to a child in Oimura, when a soldier on guard proceeded to stop the coach in order to ascertain the nationality, name etc. of the driver, the latter struck him with his whip. I have summoned the driver whose name is Mackennon and enquired

into the particulars of the affair. His statement of the truth of which I have no doubt, is as follows:

As the coach was passing through Oimura a child suddenly darted out of a house and began to run across the road at so short a distance ahead of the horses that the driver was unable, in spite of his utmost effort, to stop the coach in time to prevent collision, and the child ran against the foreleg of the left wheeler and was thrown down. Mackennon at once got down and examined the child, found that it had fortunately escaped injury and in such Japanese as he was master of rebuked the parents for the carelessness, informing them at the same time that the coach belonged to the livery stables at the Yedo Hotel.

He then drove on about half a mile to the tea-house called Shinanoya the usual halting place of the stage coaches which ply between Yedo and Yokohama and having watered his horses there was about to drive on, when a man whom he did not take to be an officer came up to the horses heads and seized the reins, enquiring his name, nationality etc. Mackennon replied that he belonged to the Hotel and told him three times to let go the reins, and in his refusing to comply, struck him lightly with the whip. Another guard then got up on the coach and ordered out the three Japanese passengers, who had not paid their fares.

As Mackennon was unquestionably wrong in striking the man I have fined him the \$ 5 which he lost by the dismissal of his passengers and which, had he not used his whip, I should certainly have recovered from the Japanese government. In addition I have made him write an apology which I herewith enclose.

With reference to that portion of your letter in which you discuss the remarks made regarding this matter by Mr. Smith, it seems necessary to inform you first that Mackennon's employers are not at all concerned in the matter, the driver himself alone being responsible for his own behaviour and secondly,

that the fact that stage coach happen to carry mails for the British legation does not entitle it to any special privileges or immunities.

I cannot conclude this letter without expressing my deep disapprobation of the conduct of the two guards above-mentioned. Mackennon's behaviour on the occurrence of the accident was precisely what it should have been, and his repeated mention of the hotel shews that he did not wish to elude enquiry. Moreover all the particulars required regarding the coach could have been ascertained without difficulty at Shinanoya, the stopping-place, the seizing of the horses heads, therefore, was an act of violence entirely uncalled for; and the conduct of the other guard in ordering out the passengers who were in no way implicated in the matter was an instance of petty official tyranny as foolish as it is unfortunately common in Japan. I beg you to understand that Englishmen are very intolerant of unnecessary violence on the part of even their own officials, and are naturally still less disposed to put up with it at the hands of those of another nationality.

I have, &c.

No. 15

H. B. M. V. C.

[20]

To Messrs.

Yedo, June 13, 1871

Kitajima Daisanji

Hiraoka Gondaisanji

Sugiura Shosanji

Tokiofu

Gentlemen,

I have the honour to acknowledge the receipt of your letter of the 19th ultimo regarding the case of a farmer named Kumajiro, who was run over and injured on the 1st ultimo by a vehicle driven by a British subject named Cox.

You inform me that Cox's assertion that Kumajiro was drunk at the time is contradicted by the testimony of Banjaku Rikitatsu who was a passenger in Cox's coach when the accident occurred.

I have again examined Cox closely regarding this matter and the account, which he now gives of it in no respect, varies from that which he gave at the time. He avers that when he observed Kumajiro walking in the middle of the road some twenty yards ahead, his unsteady gait seemed that of a drunker man, and though Cox shouted out loudly to him to clear the way and is convinced that Kumajiro heard, he appeared to be incapable of acting on the warning. Cox noticed also when examining Kumajiro's injuries after the accident, that his face was flushed, his eye lucent, and his breath strongly redolent of sake. There were two passengers in the coach at the time, and large stout man who seemed to be a wrestler, and a woman whom Cox supposes to have been his wife. When the accident happened the woman got out of the coach and helped Kumajiro to rise, but the man did not get out at all. On the contrary he expressed himself very angry with Kumajiro and said that had he been killed it would have been his own fault.

You will observe that this statement contradicts that of Rikikatsu who says that it was he who lifted up Kumajiro to rise and ministered to him. I have the honour to request therefore that you will again examine Rikikatsu, and also the woman, in reference to this matter.

I have, &c.

No. 16

B. V. C. Yedo

[21]

Kitajima Daisanji

June 14, 1871

Hiraoka Gondaisanji

Sugiura Shosanji

Tokiofu

Gentlemen,

In reply to your letter of the 30th ultimo complaining that a violent assault had been committed by a British subject named Woto (whose true name is Walter Loxton) upon two Japanese subjects named Kiusaburo and Ichigoro on the 25th ultimo. I beg to inform you that I yesterday investigated this charge, examining both the parties in presence of one of your officers Mr. Takao, Gondaisakuan, who, by my request, attended to watch the proceedings. The statements of the two parties were very conflicting but as the assault was proved to my satisfaction, I condemned Loxton to pay a fine of \$ 10, or to write an object apology instead. He chose the latter alternative, and I beg to enclose herewith his apology and promise of better conduct in future. In addition I have ordered him to pay the sum of \$ 10 to Kiusaburo and \$ 5 to Ichigoro as compensation for the injury he inflicted upon their persons and property. These sums will be paid at the end of this month, when Loxton receives his wages.

I have, &c.

Copy

[22]

I hereby express my regret for having unjustifiably beaten and ill-treated Kiusaburo and Ichigoro on the 5th of May, and promise not to be guilty of such an offence towards Japanese again.

W. Loxton

June 14, 1871

Dft

B. V. Consulate

[23]

Mr. Dohmen

Yedo 20 Sept. 1871

to

Tokiofu Shosanji

Sugiura Tomotchika

No. 17

Gentleman,

The building occupied as Her Majesty's Consulate and which is rented from the Japanese government wants various urgent repairs to which I have the honour to call your attention, namely

1. The garden is in a state of uncleanness.
2. The verandas of the house want painting.
3. Several of the rooms want new paper.
4. The locks and bolts of several doors and windows are out of order and require to be looked after.
5. It is desirable that the window, which forms the entrance to the house, be replaced by a solid wooden door.

I shall be glad, therefore, if you will be so good as to send me a carpenter to whom I can explain more particularly what I want to be done. Considering the high rent that is paid by H. M. Government for this small house, you will agree with me that it ought always to be kept in a good state of repair.

I have, &c.

Dft

B. V. Consulate

[24]

Mr. Dohmen

Yedo Sept 19, 1871

to

Sugiura Tomotchika

Tokeifu Shosanji

No. 18

I have received your letter of the 12th instant requesting me to recover

from Messrs. Rangan, and Hare, two British subjects, the amounts due by them to the Japanese government for ground rent.

Mr. Rangan, I understand, has left Yedo after having transferred his business to another person, and is now residing at Yokohama within jurisdiction of Mr. Consul Robertson. As regards Mr. Hare I have, in accordance with your request, called upon him to pay the ground rent in question, but he informs me that the Japanese government owe him more money than he is indebted to them, and that he therefore is unwilling to pay the said rent so long as his own claim against the government remains unsettled.

Mr. Hare informs me that a Japanese merchant, named Bunoshi, owes him a sum of 1250 rios for blankets and watches sold and delivered to him, and that the Japanese authorities have hitherto done nothing in the matter beyond saying that Bunoshi has left Yedo and that they do not know where he has gone to.

I shall be glad to hear from you now far Mr. Hare's claims are founded upon justice.

I have, &c.

Dft
Mr. Dohmen
to
Hiraoka Michiyoshi
No. 19

B. V. Consulate
Yedo 10 Oct. 1871

[25]

Sir,

I have received your letter of the 4th October having reference to a debt owing by W. Cannon to a Japanese subject named Sayegusa Mansuke. I have the honour to inform you, in reply, that the said Cannon appears to have left

Japan and to have gone to America. I regret therefore to be unable to obtain from this Englishman the money due by him to your subject Sayegusa. Should he however return to my jurisdiction I shall not fail to deal with him according to law.

I have, &c.

Dft

B. V. Consulate

[26]

Mr. Dohmen

Yedo 10 Oct. 1871

to

Hiraoka Michiyoshi

No. 20

Sir,

With reference to your letter of the 13th of the 8th month I have the honour to observe to you that you appear to have misunderstood the tenour of my letter to you of the 19th September.

As regards Mr. Rangan I informed you that he had left Yedo and that he was residing at Yokohama within the jurisdiction of Mr. Consul Robertson, or more correctly speaking within the jurisdiction of Mr. Judge Hanmen. Although, as you observe, the debt has been contracted by him at Yedo, still after the debtor has been left my jurisdiction I have no further control over him, and it is the custom according to English law to follow the defendant wherever he goes, that is to say that it will be necessary for you to take proceedings against him in the British court of Yokohama. To show you however my desire to arrange matters for you in a friendly way I have written to Mr. Rangan to pay his debt; and should he comply with my request, I will at once transmit to you the amount of your claim against him.

Respecting your claim against Mr. Hare you will perceive, by a reference to

my letter of the 19th September that he declined to pay his rent "because the Japanese government owe him more money than he is indebted to them." This is therefore quite another matter as declining to pay because some Japanese merchants owe him money. Here is a distinct counter-claim against the Japanese government itself, to which you have not replied at all. Now, if you are prepared to state to me that the Japanese government owes nothing to Mr. Hare, I shall then take proceedings against him; but I must inform you that I cannot do so on the strength of your letter alone; it will be necessary for you to draw up a petition as required by English law. I inclose herewith a form of such petition, for your information and guidance. As soon as you will return this document (which must be made out in duplicate) to me, I will inform you of the day I shall appoint for hearing the case in my court, in order that you, or some officer duly authorized to represent you, may be present to substantiate your claim.

I have, &c.

Dft
Mr. Dohmen
to
Hiraoka Michuyoshi Esq
Tokefu

B. V. Consulate
Yedo Oct. 16 1871

[27]

No. 21

Sir,

With reference to your letter to me of the 9th instant I have the honour to inform you that having written to Mr. Pittman on the subject of the money he owes to the Japanese boatagent, he has sent me the inclosed cheque for \$ 8.50 payable by Mr. Fletcher of the Yedo Hotel. I have to request you to hand this

Hiraoka Michuyoshi

No. 23

Sir,

With reference to my letter of the 10 instant informing you that I had written to Mr. Rangan at Yokohama to pay the ground rent due by him to the Japanese government. I have now the honour to acquaint you that Mr. Rangan has forwarded 180 $\frac{3}{4}$ rios to me the amounts of the said rent, and that the same has already been transmitted by me to the custom house against the customary receipt.

I have, &c .

Dft

B. V. Consulate

[30]

Mr. Dohmen

Yedo Nov. 7. 1871

to

Hiraoka Michuyoshi

No. 24

Sir,

With reference to your letter to me of the 3rd instant. I have the honour to inform you that I have written to Mr. Rangan on the subject of your claim against him for the removal of a dead horse, and that his reply is that he refuses to pay the amount claimed, because the charge is exorbitant he never having paid more than \$ 1 for such work on former occasions.

Should you therefore insist upon his paying the full amount as claimed by your letter above referred to, you will have to prefer your complaint in H. B. M. Court at Yokohama inasmuch as Mr. Rangan now belongs to the jurisdiction of that court.

Dft B. V. Consulate [31]

Mr. Dohmen Yedo Nov. 7. 1871

to

The Chiji

Tokiofu

No. 25

Sir,

With a view of enabling you to settle, on state occasions, the question of precedence as regards consular officers, I think it desirable to inform you that the consular service of all nations consists of the following distinctions or ranks, namely,

Consuls General and Political Agents

Consul General

Consuls Vice Consuls, and

Consular Agents.

I am induced to give you this information because on a recent occasion the North German Consular Agent at Yedo was treated by you as my senior, the seat of honour having been given to him, which belonged to me as a matter of right.

I do not complain of this mistake because I feel convinced that it arose from ignorance on your part in such matters, but I can see no reason why the rules of etiquette should not in future be adhered to on all occasions where consular officers of different nationalities are called together.

I have, &c.

Dft B. V. Consulate [32]

Mr. Dohmen Yedo Nov. 8. 1871

to
The Chiji
Tokiofu
No.26

Sir,

I have the honour to request your earnest attention to the following representation. For several days past there has been every morning from 7 to 10 o'clock bugle practice going on in the temple ground opposite the British consulate and it is against this that I wish to complain herewith. The bugle is never a pleasant instrument to hear even when it is sounded by an experienced bugle, but it becomes an intolerable nuisance when in the hands of beginners and when heard for several hours daily at so close a distance. There is plenty of empty space in Yedo where such practice may be carried on without annoying any of its inhabitants, and I have the therefore to request that you will be so good as to forward a copy of this letter to the War Department in order that this nuisance may be put a stop to without delay.

I have, &c.

Dft
Mr. Dohmen

B. V. Consulate
Yedo Nov. 16. 1871

[33]

to
The Chiji
Tokiofu
No. 27

Sir,

A Japanese named Mita Keech signed on the 29th November of last year a promissory note for \$ 50 in favour of Mr. W. M. Black a British subject, and

I have been instructed by H. M. Charge d' Affaires to make enquiries respecting the above named Japanese, and if he is found at Yedo to take steps to recover the sum of \$ 50 which he owes to Mr. Black. I have therefore the honour to request that you will be so good as to ascertain whether the said Mita Keech is in Yedo; and if so, to compel him to pay his debt.

I have, &c .

Dft

B. V. Consulate

[34]

Mr. Dohmen

Yedo Nov. 17. 1871

to

The Chiji

Tokiofu

No. 28

Sir,

I have the honour to acknowledge the receipt of your two letters of the 12th and 15th instant respecting the arrest at Kambara in the Shidzuoka Ken of two British subjects named W. Wylde and John Henry. I beg to state to you, in reply, that these two men appeared this day before me and that I read out to them the charges against them contained in your letter of 16th instant, which charges they did not deny. But as there are no penalties laid down either in the treaty or in the regulations under which foreigners are allowed to resort to Yedo, I was unable to inflict any other punishment on them than to send them away from my jurisdiction, and accordingly they were put this day on board the steamer leaving for Yokohama.

If they had been possessed of any money, I should in addition have ordered them to repay all the expenses that have been incurred in bringing them back to Yedo; but as I have already explained to Mr. Obana, they are poor men who

seem hitherto to have lived in this country from begging. I regret the trouble to which the Japanese officials have been put by the bad behaviour of these men, and I hope that they will give no further cause of complaint.

I have, &c.

Dft
Mr. Dohmen
to
The Chiji
Tokiofu
No. 29
Sir,

B. V. C.
Yedo Dec. 18. 1871

[35]

I have the honour to acknowledge the receipt of your letter of the 13 instant by which you endeavour to answer my communication to you of the 10th October. I regret very much to see that I have not succeeded in making you understand that between Japanese law and English law there is a vast difference. While the Japanese authorities seem to be invested with full power to deal with their subjects in any manner they please, English consular officers are guided by certain rules which they cannot disregard. And these rules apply equally to all individuals, that is to say, English law makes no distinction in matters of justice between a rich or a poor man, between a noble or a peasant, for it is the very foundation of our institutions that all men are equal before the law. Now I have told you, in case you wish to take legal proceedings against Mr. Hare (for his non payment of ground rent due to the Japanese government), how to do it; I have even gone so far as to copy out for your guidance the form of petition which must be handed in to my court. It is now for you to consider whether you prefer to lose your ground rent rather than to break through the

antiquated prejudice of an "high official" not appearing as plaintiff against a "merchant".

I wish however inform you once more that in cases where the amount claimed is below a hundred dollars, a simple letter is sufficient to proceed against the debtor; but in all cases where the amount to be recovered exceeds the sum of one hundred dollars, proceedings must be commenced by the filing of a petition. This is the law laid down for my guidance in the rules attached to H. B. M. Order in Council of the 9th March 1865 page 12 rule 25; and this law I am bound strictly to observe.

I have, &c.

Dft

B. V. C.

[36]

Mr. Dohmen

Yedo Dec. 18. 1871

to

The Chiji

Tokiofu

No. 30

Sir,

It is a law that all Englishmen being in Japan must register themselves in the month of January of every year at the consulate of the place in which they reside. As there are a certain member of British subjects employed by the Japanese government who are unknown to this consulate, I have the honour to request that you will be so good as to furnish me with the names of all Englishmen who are employed in the various government departments at Yedo.

I have, &c.

Dft

B. V. C.

[37]

Mr. Dohmen

Yedo Dec. 18. 1871

to

The Chiji

Tokiofu

No. 31

Sir,

It is the custom with all British consular officers to send in to their government an annual report of the trade and various other statistics of the country in which they reside; and in the compilation of such returns, they are assisted by the local authorities who furnish the consular officers with all the information they acquire for that purpose.

The Japanese authorities at the open ports have acted in a similar manner towards the foreign consuls and I trust therefore that you will likewise be so good as to furnish me at your earliest convenience with returns on the following subjects:

- 1 Native shipping. Number of ships which have entered and which have left the port of Yedo during this year, and as far as possible, their tonnage.
- 2 Imports. Denomination of principal articles imported from other districts, their quantities and values.
- 3 Export. Denomination of principal articles exported to other districts, their quantities and values.
- 4 Foreign Trade. Imports and exports quantities and values.
- 5 Return, if possible, of foreign goods brought up to Yedo from Yokohama, on which duties have been paid at the latter port.
- 6 Population of Yedo, increase or decrease since the downfall of the Shogunate.

- 7 Number of public schools, and of pupils, in which foreigners are employed as teachers.
- 8 Names of other departments in which foreigners are employed and the number of Japanese students to whom military, naval or medical instruction is given.
- 9 Names of departments which are in communication with the telegraph.
- 10 The number of yashikis having belonged to the former daimios and the number of tsubos occupied by them.
- 11 The number of tsubos occupied by the Mikado's Castle.
- 12 The number of tsubos, if possible, of the whole city of Yedo.
- 13 The Japanese names of all public departments.
- 14 The number of soldiers.
- 15 The number jin-riki-shas.

I have, &c.

Dft

B. V. C.

[38]

Mr. Dohmen

Yedo Dec. 23. 1871

to

The Chiji

No. 32

Sir,

I have the honour to forward to you a complaint made by Mr. John Jaguemot, a British subject, against a Japanese merchant named Ishi Djozo of Yedo. The complaint is for a breach of contract, for which Mr. Jaguemot claims from the said Ishi Jozo.

1, the return of his bargain money \$ 100

2, penalty stipulated in the contract in case of non-fulfilment \$ 100

3, and damages for losses sustained by him in consequence of the non-fulfilment of the contract \$ 400.

With a view of enabling you to bring this matter to a speedy termination I would suggest that you appoint a certain day for examining the defendant, and that you allow Mr. Jaguemot to be present when the examination takes place in order that you may hear the evidence on both sides. If this suggestion be adopted I feel quite sure that the matter will be settled in one day instead of a whole year as seems hitherto have been the case with most claims from foreigners against Japanese.

I shall be glad if you will inform me as soon as possible of the day when Ishi Djozo is to be examined in order that I may inform Mr. Jaguemot of it. I inclose herewith the original contract and the receipt for the bargain money, which you will be good enough to return to me after having taken copies of them.

I have, &c.

Dft	B. V. Consulate	[39]
Mr. Dohmen	Yedo Dec. 28. 1871	
to		
The Chiji		
Tokiofu		
No. 33		
Sir,		

I inclose to you herewith a copy of a letter, which I have received from Her Majesty's Consul at Kanagawa respecting your claim against Mr. Rangan on account of expenses incurred in the removal of a dead horse.

You will perceive that Mr. Robertson is quite prepared to enforce your

claim provided it be substantiated in a proper court of law; but that he is unable to do anything further in the matter unless you choose to send one of your officials down to Yokohama to appear in court against Mr. Rangan. This official, moreover, must be the bearer of a Power of Attorney from you or at all events of a letter addressed to Mr. Robertson stating that he is duly empowered by you to conduct the proceedings in your name.

I have, &c.

Dft

B. V. Consulate

[40]

Mr. Dohmen

Yedo Dec. 28. 1871

to

The Chiji

Tokiofu

No. 34

Sir,

Nearly two months and a half have now elapsed since I had the honour to forward to you a complaint from Messrs. Hare & Co respecting the illegal interference on the part of the Tokiofu in their business, and the arbitrary imprisonment of their Japanese banto, and I am as yet without an answer from you.

Permit me to say that this mode of carrying on intercourse with this Consulate is attended with great inconvenience. If you send me a letter, no matter on what subject, it is always answered immediately; and I have therefore a right to expect that you will deal with my letters in the same manner. I trust therefore that you will not allow this year to close without furnishing me with a reply on the subject referred to.

I have, &c.

Dft B.V.C. [41]

Mr.Dohmen Yedo Jan. 17. 1872

to

Honda Takakado

Custom House

No. 1

Sir,

I have the honour to acknowledge the receipt of your letter of the 4th instant informing me that you have been directed by the government to attend at the custom house at Tsukiji for the purpose of investigating and determining claims arising between my countryman and Japanese.

To ensure a good and friendly understanding between you and me it will only be necessary for you to settle in a speedy and business like manner the claims from Englishmen against Japanese, which are now pending in your courts, and those which it may hereafter become my duty to lay before you. On my part you may feel assured that I shall always attend to complaints which you may have to prefer against British subjects, in the same regular manner as I have hitherto done during my intercourse with the Tokiofu.

I have, &c.

Dft B.V.C. [42]

Mr.Dohmen Yedo March 4. 1872

to

Honda Takakado

No. 2

Sir,

On the 1st instant you were good enough to inform me verbally how the

case of Jaguemot against Ishi Djozo was going on. I have now the honour to request that you will be so good as to give me in writing the information you then gave me verbally, in order that I may send a copy of your answer to Mr. Jaguemot.

I have, &c.

Dft

B.V.C.

[43]

Mr.Dohmen

Yedo March 5. 1872

to

Honda Takakado Esq

No. 3

Sir,

I have the honour to acknowledge the receipt of your letters of the 2nd instant relative to the complaint of Sato Yohei against Sutherland and to note to you, in reply, that the said Sato Yohei came to me in the beginning of January last to file a petition against the Defendant Sutherland and that in that occasion I took great pains to explain to him how to proceed in the case. I pointed out to him how different the procedure in an English court of law was from that in a Japanese court, and I added that unless he could furnish positive proofs of the debt owned by Sutherland, it was useless to go to law.

Yohei however presented his petition in the 10th of January, a copy of which was served on the defendant in the 13th of January, and finally the answer from the defendant was communicated to Yohei in the 20th January when he was told to consider the said answer and then inform me whether I should proceed with the case or not.

Up to the receipt of your letter, however, I have heard no move from Yohei, and I therefore believed that he had abandoned his claim. As the matter has

cost of the proceedings deposited by him at the consulate, being \$8, will also be returned to him.

The grounds upon which I based my decision are fully set forth in the inclosed document.

I have, &c.

Dft B.V.C. [46]

Mr.Dohmen Yedo April 10. 1872

to

Honda Takakado Esq

No. 6

Sir,

A Japanese named Awaya Yasube living at Shinagawa is indebted to the English firm, Martin & Co. of Yokohama in the sum of \$110.50 for coal delivered to him as per inclosed account. I also inclose a copy of the original contract in Japanese and beg to request that you will compel Awaya Yasube to pay his debt without further delay.

I have, &c.

Dft B.V.C. [47]

Mr.Dohmen Yedo May 11. 1872

to

Honda Takakado Esq

No. 7

Sir,

I beg to inclose to you herewith a copy of a complaint which I have received from Mr. J. R. Black against Kobashi, a wood engraver of Yedo and residing

Honda Takakado Esq

No. 9

Sir,

I have received your letter of the 9th instant forwarding a petition from Nakamura Kobe to recover from Houseal a British subject formerly of Hakodate and now a resident of Yedo, the sum of \$ 5000 being the amount of two promissory notes payable by the said Houseal.

In reply, I beg to inform you that it is a rule in H. B. his Courts in Japan that a plaintiff on filing his petition deposits the court fees or the costs of the suit.

Without such court fees accompanying the petition no action is taken in any of H. M. Courts in this country, except in the case of poor people; and I must ask therefore that the plaintiff in this case does compel with the said rule to which no Japanese can raise any reasonable objection, inasmuch as Englishmen themselves and all other Europeans have to submit to it.

The court fees in this case amount to \$ 125 besides a few small extra fees which can be settled afterward. So same as this amount is paid with consul the proper legal proceedings will be same through.

I have, &c.

Dft

B.V.C.

[50]

Mr.Dohmen

Yedo July 20. 1872

to

Honda Takakado Esq

No. 10

Sir,

I have received your letter of yesterday's date replying to mine of the 13th

of a Japanese named Hattori Konosuke of No. 2 Yonesawacho San Chome near Riogoku Bashi. This Japanese has since become a bankrupt and his estate has been taken possession of by an officer of the saibansho on behalf of the creditors.

Now Mr. Poate has his goods deposited in the godowns of the bankrupt and he informs me that the officer of the saibansho refuses to allow him to remove his goods to some other place.

As these goods belong to Mr. Poate exclusively, and as there has been no partnership between him and the bankrupt, I cannot see on that ground the officer of the saibansho interfered with Mr. Poate's property, and I shall therefore feel obliged if you will at once inquire into the matter and if the assertions of Mr. Poate are correct, to order the release the goods from the custody of the said officer of the saibansho.

I have, &c.

Dft	B.V.C.	[54]
Mr. Dohmen	Yedo Aug. 16. 1872	
to		
Honda Takakado Esq		
No. 14		
Sir,		

With reference to my letter no. 13 of the 13th instant relative to Mr. Poate's complaint, I have now the honour to inform you that Mr. Poate has this day informed me that the difficulties regarding the removal of his goods are satisfactorily settled.

I have, &c.

Dft

B.V.C.

[55]

Mr.Dohmen

Yedo Aug. 19. 1872

to

Honda Takakado Esq

No. 15

Sir,

In reply to your letter of the 14th instant informing me that it has been arranged between H. M. Minister and your Foreign Office that in legal actions between Englishman and Japanese no Court fees are to be charged as either side, I have the honour to acquaint you that I have received no instructions to that effect either from H. M. Representative or from the chief judge of H. M. Supreme Court for China and Japan.

I have, &c.

Dft

B.V.C.

[56]

Mr.Dohmen

Yedo Aug. 22. 1872

to

Honda Takakado Esq

No. 16

Sir,

Mr. Poate, a British subject of Yedo, complains to me that a Japanese merchant named Fukuiya Sokositchi living in Koamicho, Sanchome, has in his possession 40 casks of beer belonging to Mr. Poate and that the said Japanese merchant owes him besides \$55 being the value of 10 casks of beer, likewise the property of Mr. Poate, which Fukuiya has already sold; and that he (Mr. Poate) can neither get back his beer, nor his money from the said Fukuiya.

I trust that you will be so good as to inquire into the matter and to order

Fukuiya to discharge his debt to Mr. Poate.

I have, &c.

Dft B.V.C. [57]

Mr.Dohmen Yedo Sept. 20. 1872

to

Honda Takakado Esq

No. 17

Sir,

Whereas Jonas Howgate, a British subject in the employ of the Japanese kaisha company, is indebted to a Chinaman named Ha-ung in the sum of \$27.62, and to a British subject named Marshall in the sum of \$43; and whereas the said Jonas Howgate is now absent from my jurisdiction, I have the honour to request that you will be so good as to issue an order on the said kaisha company to suspend the payment of any wages that may be due by the said kaisha company to the said Jonas Howgate, until he shall have discharged his lawful debt to the aforesaid persons.

I have, &c.

Dft B.V.C. [58]

Mr.Dohmen Yedo Sept. 28. 1872

to

Honda Takakado Esq

No. 18

Sir,

With reference to your letter of the 26th instant I have the honour to inform that as Mr. Howgate has this day discharged his debts, that is no

inform you that I sent my constable this morning to serve the petition on the defendant, but that he found nobody in the house but Japanese servants from whom he learnt that Mr. Houseal has left for Nagasaki more than three weeks since.

The plaintiff, therefore, had better consult Mr. Hill, his counsel, as to the course to be pursued under the circumstances.

Should plaintiff decide not to take any further proceedings in my court with reference to this case, the court fee which was this morning deposited on his behalf, will be returned to him.

I have, &c.

Dft

B.V.C.

[63]

Mr.Dohmen

Yedo Dec. 21. 1872

to

Ohigashi Yoshito Esq

Judicial Dept

Sir,

Mr. Kenneth Macrae, a British subject of Yedo, has addressed me a letter of No. 23 which the inclosed document is a copy. I beg to inclose to you here-with a copy of a letter with its inclosures which has been addressed to me by Mr. Kenneth Macrae, a British merchant of Yedo.

This letter, as you will perceive, relates to a breach of agreement on the part of a Japanese, named Ghihe, resulting in the loss to Mr. Macrae of \$ 775.08 which amount he claims from Ghihe.

I shall be glad if you will give this matter your immediate attention and inform me of the day to be appointed for the hearing of the case.

I have, &c.

Dft B.V.C. [64]
Mr.Dohmen Yedo Feb. 7. 1873
to
Ohigashi Yoshito Esq
No. 1

Sir,

I have received your letter of yesterday's date relative to a claim for \$118.40 on the part of Mr. Tanaka against two foreigners named Smith and Lucas.

I beg to note to you, in reply, that the two foreigners — the latter of whom only is known to be an Englishman — appear to have run away from a ship at Yokohama and to have come up to Yedo simply to escape being apprehended as deserters. Neither of them has any money or property whatsoever and it would therefore be useless to take any steps for the recovery of the debt which they owe to Tanaka.

I think it right here to repeat what I have frequently observed to your predecessor, namely, that if Japanese will sell on credit their goods □□□ or otherwise give credit to low class foreigners of that description, they must be prepared to accept the ruinous consequences of their foolishness.

If Mr. Tanaka, before receiving these two ruffians in his house as boarders, has taken the trouble to inquire who they were, he would thereby have avoided the loss of his money.

I have, &c.

Dft B.V.C. [65]
Mr.Dohmen Yedo Feb. 7. 1873
to

Ohigashi Yoshito Esq

No. 2

Sir,

At the request of Messrs. Lane Crawford & Co of Yokohama I beg to forward to you, herewith, a claim for \$2559.60 of that firm against the estate of Yamashiroyah, deceased, and to request that you will give this matter your earnest attention.

I have, &c.

Dft

B.V.C.

[66]

Mr.Dohmen

Yedo Feb. 14. 1873

to

Ohigashi Yoshito Esq

No. 3

Sir,

With reference to the plaint of Mr. Macrae against Ghihe. I beg to inform you that the plaintiff has intimated to me his intention of answering the points raised by the defendant as soon as he shall have had an opportunity for communicating with Mr. Wallace on the subject.

Mr. Macrae is at this moment at Yokohama, where he is engaged in law-suit.

I have, &c.

Dft

B.V.C.

[67]

Mr.Dohmen

Yedo Feb. 14. 1873

to

Ohigashi Yoshito Esq

No. 4

Sir,

At the request of Mr. W. Cannon, a British resident of Yedo, I beg to forward to you herewith in original a claim for \$110 — being for one month's wages and house rent — against Arima Yorishingae.

Mr. Cannon, it appears, has been engaged in the defendant as a teacher and been dismissed by him before the eradication of the agreement, a copy of which is annexed to plaintiff's letter; and I have accordingly the honour to request that you will give this matter your earnest attention.

I have, &c.

Dft

B.V.C.

[68]

Mr.Dohmen

Yedo Feb. 21. 1873

to

Ohigashi Yoshito Esq

No. 5

Sir,

In reply to your letter of the 13th instant relative to the plaint of Kenneth Macrae against Tenjikuya Gihei, I have now the honour to inclose to you herewith, in original, the plaintiff's answer to Kondo Chikamitsu's statement forwarded to me in your letter above referred to.

I have, &c.

Dft

B.V.C.

[69]

Ohigashi Yoshito Esq

Yedo Feb. 25. 1873

No. 6

Sir,

I have received your letter of the 3rd instant relative to a claim of Tsujimura Shigezo against an Englishman named Toole stated to be employed in the Railway Department at Yedo.

From inquiries that I have made regarding this person, it appears that he has left the service of the Railway Department and is now residing at Yokohama within the jurisdiction of Mr. Consul Robertson.

Under these circumstances I am unable to issue a summons against this man.

I have, &c.

Dft
Mr.Dohmen
to
Kusuda Hideyo Esq
Watanabe Ki Esq
Shihosho
Sirs,

B.V.C.
Yedo March 11. 1873

[72]

I have the honour to acknowledge the receipt of your letter of the 28th ultimo, relative to the fatal accident which occurred on the 28th of December last at Tamura in the Ashigara Ken. The documents therewith inclosed being rather lengthy, it has taken some time to translate them, and this is the reason why I have been obliged to defer my answer till now.

The evidence of the father and the uncle of the dead child goes to show beyond doubt that the death of that child was purely accidental, and therefore entirely corroborates the statement previously furnished to me by Mr. Gilbert himself.

Now according to English law no person can be punished for killing

another by misfortune, and consequently, no criminal action can lie against my countryman.

As, however, Mr. Gilbert has himself expressed to me his desire of making some suitable compensation to the bereaved parents for the loss of their child, and as he has requested me to fix the amount of that compensation, I have, after taking into consideration his pecuniary position, decided that the amount shall be one hundred rios.

I have accordingly the honour to request that, if you approve of this arrangement, you will notify Fukujima Shichigoro to appear at this Consulate on Saturday the 22nd day of this month at ten o'clock in the forenoon, for the purpose of receiving from me the said sum of money.

I have, &c.

Dft

B.V.C.

[73]

Mr.Dohmen

Yedo March 27. 1873

to

Kusuda Hideyo Esq

Watanabe Ki Esq

Shihosho

Sirs,

I have received your letter of the 20th instant replying to mine of the 11th. You ask me for my authority in stating that according to English law no person can be punished for killing another by misfortune, and you add that you cannot allow the examination of Fukushima Shichigoro at my Consulate until you have received a reply to your letter.

As regards your request to be furnished with my authority relative to the statement that Mr. Gilbert cannot be criminally prosecuted for the act in

question, I beg to say that as such a request implies a doubt either as to the veracity of my statement, or else as to my ability in understanding the law, I must declare to comply with it.

With reference to the appearance at my consulate of Fukushima Shichigoro, I never expressed any wish to examine him; I merely asked you to send for him in order to receive from my hand the compensation voluntarily tendered by Mr. Gilbert.

I have, &c.

Dft
Mr.Dohmen
to
Ohigashi Yoshito Esq
No. 9
Sir,

B.V.C.
Yedo March 13. 1873

[74]

I have received a complaint from captain Hill of the Royal Marines at Yokohama against a Japanese named Takemoto who last year held an exhibition of animals at Asakusa. The circumstances of the case are the following:

About eight months ago Takemoto induced captain Hill to sell to him an Arabian goat for \$20. This goat was exhibited for a long time at Asakusa. Captain Hill has made frequent application to Takemoto for payment, but with no result, he therefore now claims either the return of the goat or the price for which it was sold namely \$20 together with \$2 expenses in account of Takemoto's servants.

Kindly give this matter your early attention.

I have, &c.

Dft
Mr.Dohmen

B.V.C.
Yedo March 15. 1873

[75]

to
Ohigashi Yoshito Esq
No. 10

Sir,

In reply to your letter of the 11th instant complaining of the conduct in your court of Mr. Black, I beg to inclose to you herewith, in original, a letter which I have received on the same day from that gentleman and referring to the same subject, but giving a different account of the affair.

As it appears from Mr. Black's letter that he did not wear a raincoat, but simply an overcoat which the attendant of the court insisted upon his recovery and as the room into which he was shown was excessively cold, I am of opinion that he has no other alternative left which but to leave the court.

Every court has of course the right to enforce due respect, but what might appear disrespectful in one court may not be so in another. For instance while a Japanese has to sit down on his knees when addressing the court, a foreigner has to stand up. So far as I am aware we have no particular Rule in our court as to the kind of dress to be worn by the parties to a suit. It is an established and universally recognized rule that nobody shall appear in court with his hat on, but I do not think that a British judge would have the right of compelling a man to take off his overcoat, especially when the low temperature of the room and subject seem to hardship and suffering.

Under these circumstances I can find no good reason for blaming Mr. Black for his conduct in that occasion; either you should have your court room heated up to a moderate temperature during the cold season, or else allow Europeans to appear in it warmly dressed.

I have, &c.

Dft B.V.C. [76]
Mr.Dohmen Yedo March 18. 1873
to
Ohigashi Yoshito Esq
No. 11
Sir,

I have the honour to acknowledge the receipt of your letter of the 11th instant inclosing a claim for 2 rios 2/2 bu from a Japanese named Iwai Sensuke against an Englishman (said to be) named Katsu-u-mi.

In reply I beg to inform you that there is no Englishman of the name of Katsu-u-mi residing at Yedo and, I may safely add, anywhere else this name appears to me to be purely Japanese and I have now the remotest idea who can be meant by it.

I have, &c.

Dft B.V.C. [77]
Mr.Dohmen Yedo March 25. 1873
to
Ohigashi Yoshito Esq
No. 12
Sir,

With reference to your letter of the 20th instant requesting me to summon Mr. Black to appear this day before your court for the purpose of hearing the decision in the matter of his plaint against Kobayashi Toma, I beg to inform you that I have not had time to make Mr. Black acquainted with your request.

The translation of your letter did not reach me till last night, and as Mr. Black is residing at Yokohama it was of course impossible to summon him in

time for today. I shall therefore be glad if you will be so good as to appoint another day for giving your decision in the above case.

It would be a convenience and save time if your letters requesting the attendance before your court of Englishmen, whether as witnesses or as parties to a suit, were recomposed by an English translator. In this manner the delay which now necessarily occurs in getting the document translated would be avoided.

I have the honour, &c.

Dft

B.V.C.

[78]

Mr.Dohmen

Yedo March 26. 1873

to

Ohigashi Yoshito Esq

No. 13

Sir,

I have the honour to acknowledge the receipt of your letters of the 19th, 20th and 22nd instant, forwarding petitions as follows; from Iwai Sensuke against Cartman for 2 rios 2 1/2 bu, from Nakagawa Mankichi against Pasquale for 56 yen, and from Yoshida Kosaku against Cartman for 7 rios 2 bu.

I beg to state to you, in reply, that I shall be prepared to deal with these various cases according to law as soon as the plaintiff shall have deposited the court fees of \$3 in each case.

I have, &c.

Dft

B.V.C.

[79]

Mr.Dohmen

Yedo March 26. 1873

to

Ohigashi Yoshito Esq

No. 14

Sir,

With reference to your letter of the 8th instant relative to the case of Macrae against Tenjikuya Gihe, I have the honour to inclose to you herewith, in original, a further letter which has been addressed to me by the plaintiff from which you will perceive that he is anxious to have the case tried in the presence of Mr. Wallsee, his witness, and himself, I have therefore the honour to request that you will appoint an early day for the hearing of the said case, and that you will give me due notice of the day of hearing in order that I may notify the time to the parties in question.

I have, &c.

Dft

B.V.C.

[80]

Mr.Dohmen

Yedo 27 March 1873

to

Ohigashi Yoshito Esq

No. 15

Sir,

A month has not elapsed since I addressed to you a claim in the past of Messrs. Lane & Crawford against Kato Ejiro. To this communication you answered that the defendant was sick but that he would be examined as soon as his health would allow him to appear before your court. Today I sent my constable to your office to inquire what had been done in the matter and he was told that Kato was still sick and could not be examined.

I think in right to point out to you that the interests of the plaintiffs ought not to suffer through the illness of the defendant. The case is a very

to

Ohigashi Yoshito Esq

No. 17

Sir,

Mr. Wainright, a British subject doing business as auctioneer at Tsukiji, has addressed to me the letter which I inclose herewith in original, from which you will perceive that he complains that the Japanese police interfere with his auction sales by arresting the Japanese merchants who visit his auction rooms.

Such interference in the part of the police is of a serious nature inasmuch as it stops Mr. Wainright's business altogether, and I shall be glad to be informed by you in what grounds the arrests of Japanese referred to in his letter are carried out.

I have, &c.

Dft

B.V.C.

[83]

Mr.Dohmen

Yedo March 31. 1873

to

In the matter of Nakagawa Mankichi Plaintiff

Ohigashi Yoshito Esq

and A. Pasqual Defendant

No. 18

Sir,

I have the honour to inform you that the above case has been set down for hearing on Thursday next the 30 day of April at 10 o'clock in the forenoon.

Be so good as to notify the plaintiff to appear at the time stated with his witnesses, if he has any or written evidence in support of his claim. He has also to bring with him a competent interpreter.

I have, &c.

Dft B.V.C. [84]

Mr.Dohmen Yedo April 5. 1873

to

Ohigashi Yoshito Esq

No. 19

Sir,

Referring to my letter No. 9 of the 13th ultimo forwarding a plaint from captain Hill against Takemoto, I now beg to inform you that the plaintiff has requested me to stop all further proceedings in the matter. You will accordingly consider this case as withdrawn.

I have, &c.

Dft B.V.C. [85]

Mr.Dohmen Yedo April 8. 1873

to

Ohigashi Yoshito Esq

No. 20

Sir,

I beg to inform you that I gave this morning my decision in the case of Nakagawa Mankichi against Pasqual. The said decision being in favour of the defendant.

The agreement for the hiring of the stables for which rent is claimed, has been made by the defendant by order of his master, Mr. Jaffray.

Shortly after the contract was made, the defendant left the employ of Mr. Jaffray who continued to occupy the premises and who put another servant of his in charge of the horses and carriages.

Plaintiff must have known at the time he made the agreement, that the

defendant was merely acting for his master and not for himself; the latter cannot therefore be held responsible for the rent. I have accordingly been obliged to dismiss the case.

It is clear that plaintiff's remedy lie against the owner of the horses and carriages, or if the owner could not be discovered, then against the horses and carriages themselves; and he should not have allowed the latter to be removed from his premises until the rent has been satisfied.

Considering, however, that the plaintiff has failed to recover the money due to him through his ignorance of English procedure, the court fees deposited by him on commencing proceedings, have been returned to him.

I have, &c.

Dft	B.V.C.	[86]
Mr.Dohmen	Yedo April 16. 1873	
to		
Kusuda Hideyo Esq		
Watanabe Ki Esq		
Shihosho		
Sirs,		

With reference to the fatal accident at Tamura I have the honour to inform you that I was unable to enter into a conversation with the officer who brought me your letter of the 9th instant because he did not bring with him an interpreter. It is true he offered to obtain the assistance of an interpreter from the saibansho at Tsukiji, but the gentleman who are attended to that department as interpreter, are so imperfectly acquainted with the English language, that their interpretation is more calculated to untangle than to clean up any question about which there may be a difference of opinion between the Japanese and

foreign authorities.

Moreover I have nothing to add to what I have already communicated to you on the subject. You know that Mr. Gilbert cannot be criminally prosecuted for unintentionally causing the death of Fukujima Shichigoro's child, for it is admitted on all sides that the discharge of the gun which killed the child was entirely the result of an accident. And you know also that Mr. Gilbert spontaneously offered to make some pecuniary reparation, within the limit of his means, for the sad accident; but his humane intentions have been frustrated by your unwillingness to allow the father to receive the money.

Finding therefore that my good offers in the matter are not appreciated by you in the sense in which they were made, I have returned to Mr. Gilbert, at his request, the money which he had desired me to hand over in his name to Fukujima Shichigoro, and I must now leave it to Mr. Gilbert himself to offer to the bereaved father such material consolation, and in such a manner as he may under the circumstances consider desirable.

Should you, notwithstanding the explanations which I have given you, still wish to bring a criminal charge or a civil action against Mr. Gilbert, you will find me ready to attend to the matter according to law; but in that case I must ask you to bring the plaint before me in precise terms so that I may exactly know what kind of proceedings you wish to commence.

I have, &c.

Dft

B.V.C.

[87]

Mr.Dohmen

Yedo April 18. 1873

to

Ohigashi Yoshito Esq

No. 21

Sir,

On receipt of your letter of the 15th instant informing me that as the defendants in the action which my countryman Mr. Smith has brought in your court, are unable to satisfy the judgment, you intend to declare their bankrupts and to confiscate their property, I called at your office for the purpose of ascertaining certain particulars of the case, which I am anxious to know, but I did not find you there and I therefore endeavoured to obtain the desired information from the assistant judge.

This officer informed me that in the event of the defendants being declared bankrupts, hardly anything at all would come out of their estates for Mr. Smith, inasmuch as the goods which they had bought from him were no longer in their possession and because the horse or house which they had mortgaged to Mr. Smith had also been previously mortgaged to a Japanese who had consequently a quiet claim in the property. On my asking that officer to see the document by which Iwata Jihei and Miura Hejiro had mortgaged their property to another Japanese, he said that you had taken it home to your house and that he could not produce it. I yesterday sent my constable to the saibansho with a message that I wished to see you, but he was told that you were going to Yokohama and that you would not be back before Saturday. I then sent him again to your office to ask for a copy of the Japanese document by which the defendants had transferred their property to another Japanese, but the reply was that that document could not be found.

Again, at my interview with the said assistant Judge I was also informed that the three Japanese merchants whose names and seals appear on the deed of mortgage together with those of the defendants, are not personally responsible, inasmuch as they did not guarantee anything on their own part, but merely assumed that if the defendants did not discharge their debt to Mr.

Smith in the 19th instant that then the property of the defendants, not their own, will be handed over to Mr. Smith.

Now I look upon this mode of procedure as a very serious matter indeed. The delay which has been accorded by your court to the defendant to satisfy the judgment, has been availed of by them to do away with their goods and property, in order to defraud their foreign creditor. To declare such people bankrupts is, in my opinion, to encourage them in their dishonest dealings, because having made over everything they possess to certain friend who are as dishonest as themselves, they lose nothing by the declaration of bankruptcy, and I therefore must oppose, in behalf of Mr. Smith, their being declared bankrupts.

I have, &c.

Dft

B.V.C.

[88]

Mr.Dohmen

Yedo April 23. 1873

to

Ohigashi Yoshito Esq

No. 22

Sir,

Having communicated to Mr. Black your decision in the matter of his plaint against Kobayashi Toma, I have now the honour to forward to you, at your request, a copy of the reply which Mr. Black has addressed to me to that communication.

I have, &c.

Dft

B.V.C.

[89]

Mr.Dohmen

Yedo May 12. 1873

to

Kusuda Hideyo Esq

Watanabe Ki Esq

Shihosho

Sirs,

With reference to your letter of the 3rd instant. I have the honour to inform you that Mr. Gilbert has again placed in my hands the sum of one hundred rios as compensation to be handed over to Fukushima Shichigoro of Tamura in the province of Sagami.

I beg to forward herewith the said amount to be dealt with in accordance with the wishes of Mr. Gilbert, and I shall be glad if you will kindly obtain from the recipient as acknowledgement of the same. Permit me to thank you for the conciliatory spirit in which you have settled with me with one this unfortunate affair.

I have, &c.

Dft

B.V.C.

[90]

Honda Takakado Esq

Yedo May 12. 1873

No. 23

Sir,

I shall be glad if you kindly will give your attention to the inclosed complaint from George Marshall a British subject of Yedo to the offers that Tanaka an hotel keeper at Isefunecho owes him 67 rios. Mr. Marshall's letter to me as also the agreement between him and Takanawa is inclosed herewith in original.

I have, &c.

Dft B.V.C. [91]

Mr.Dohmen Yedo May 17. 1873

to

Honda Takakado Esq

No. 24

Sir,

I have the honour to inclose to you herewith in original a letter and a contract in Japanese which I have received from Mr. Albert Isaacs, a British subject of Yedo relative to a breach of contract on the part of a Japanese named Kobori Kioshi.

Mr. Isaacs claims from Kobori Kioshi the turn of 425 Rios and informs me that the said defendant is in the pursuit of selling his property to another Japanese. Allowed this be the case it appears to me that his object in doing so is to evade the payment of his debt to the plaintiff.

Be therefore so good as to inquire into this matter as soon as convenient and to compel the defendant to carry out his agreement with the plaintiff.

I have, &c.

Dft B.V.C. [92]

Mr.Dohmen Yedo May 30. 1873

to

Honda Takakado Esq

No. 25

Sir,

In answer to my inquiry of yesterday morning regarding the plaint of Mr. Isaacs which I forwarded to you at the 7th instant, I received in the afternoon of the same day a visit from an officer of your court who stated that he had

been directed by you to inform me that the reason why no answer had yet been returned to my communication was, because a German subject had a prior claim against Kobori Kioshi, which, he said, must first be disposed of before anything can be done in the matter of Mr. Isaacs.

Permit me to say that the above message handed me much surprise: I can see no reason why the interests of my countrymen should be made to suffer because a subject of some other nationality happens to have also a claim against the same man: and I trust therefore that you will be so good as to attend to Mr. Isaacs' claim without any further loss of time.

I have, &c.

Dft	B.V.C.	[93]
Mr.Dohmen	Yedo June 4. 1873	
to		
Honda Takakado Esq		
No. 26		
Sir,		

Mr. Pratt Poate, a British subject residing at Yedo, has forwarded to me a plaint, which I inclose in original, relative to a breach of contract on the part of a Japanese merchant of Yedo named Uchyai Yuzo.

Mr. Poate, as you will observe from his letter to me, claims either the fulfilment of the contract or in default of that a forfeiture of \$500 and I beg to request that you will be so good as to give this matter your earnest attention and to deal with it according to law.

I have, &c.

Dft

B.V.C.

[94]

Mr.Dohmen .

Yedo June 12/73

to

Honda Takakado Esq

No.27

Sir,

A Japanese gentleman residing in London, named A. Date, has drawn a bill of exchange for \$1384.62, through the Oriental Bank there, on one S. Satow of Yedo. This bill has been presented for payment to the drawee (Satow) but it appears that he refused to pay, on the ground that he had received no advice from Date.

Mr. Date, it appear, was introduced to the manager of the Oriental Bank in London by the Japanese Minister Terashima Munenori and it was on the strength of this introduction that Date obtained the money from that Bank.

Will you be so good as to have the said bill (which is inclosed herewith) again presented to Satow and in the event of non-payment return the same to me with Satow's reasons for refusing payment thereof.

As the bill, if not paid, must be returned to London as early as possible I shall feel much obliged to you if you will give this matter your immediate attention.

I have, &c.

Dft

B.V.C.

[95]

Mr.Dohmen

Yedo June 25. 1873

to

Watanabe Ki Esq

Niura Kashiko Esq

Sirs,

Having received your letter of the 23rd instant inclosing the original receipt of Fukushima Shichigoro for transmission to Mr. Gilbert, I now beg to return to you, at your request, the temporary receipt which you forwarded to me on the 14th of May last.

I have, &c.

Dft	B.V.C.	[96]
Mr.Dohmen	Yedo July 11. 1873	
to		
Honda Takakado Esq		
No. 28		

Sir,

Mr. Smith yesterday informed me that he had seen you in the subject of his claim against Iwata Jihe and Miura Hejiro and that he has agreed to the proposal made by you that the goods now in the possession of the defendants shall be sold for the benefit of plaintiff and that they shall pay off the balance of their debt by monthly instalments of one hundred dollars. Be so good as to furnish me with a copy of your decision in this case to be put on record in this consulate.

I have, &c.

Dft	B.V.C.	[97]
Mr.Dohmen	Yedo July 11. 1873	
to		
Honda Takakado Esq		
No. 29		

Sir,

In combination of my letter No. 25 of the 30th May last in the subject of the claim of Mr. Isaacs against Kobori Kioshi, I think it right to record the fact — since you limit your action in this matter to verbal communications — that Mr. Zuzuke Shigemoto of your court again called on the 1st instant at my office to acquaint me that the defendant had acknowledged Mr. Isaacs's claim, but that he was unable to pay unless a delay of 50 days were allowed him for the purpose of communicating with his friends in the interior from whom he expected to obtain the money. A question asked by me whether the saibansho could guarantee the fulfilment of that promise if the desired delay were granted to the defendant, was answered in the negative; and on my inquiring what had become of the defendant's houses and other property, I was told that all his property was mortgaged to two Japanese, named Oshima and Fujisawa.

Having communicated the above information to Mr. Isaacs he himself called on the 4th of July at the saibansho, when he furnished in the presence of an European witness with two Japanese documents which are now in my possession, purporting to be copies of the deeds of mortgage given by the defendant to the said Oshima and Fujisawa.

Mr. Isaacs has since informed me that he is in possession of positive proof, obtained from the mortgagees themselves, that the said mortgages were paid off on the 25th of June last. If the information then obtained by Mr. Isaacs is correct, I must ask you to be so good as to explain to me why on the date aforesaid you directed your assistant judge to make a misrepresentation to me.

I have just received another letter from Mr. Isaacs stating that he has been informed last night that Kobori Kioshi is on the point of leaving Yedo. I beg to request that you will at once take measures to prevent his departure until he has discharged his debt to Mr. Isaacs.

I have, &c.

Dft
Mr.Dohmen
to
Honda Takakado Esq
No. 30
Sir,

B.V.C.
Yedo 21 July 1873

[98]

Mr. Alexander Campbell a British resident of Yedo has addressed to me the inclosed plaint relative to a breach of contract on the part of one Ishizaka, manager of the Japanese Petroleum, Mining and Manufacturing Company, whose office is at No. 26 Kanasawacho Kanda.

The facts of the case are so fully explained by Mr. Campbell in the letter above referred to, that I consider it unnecessary to enter into detail as to the merit of his representation which, moreover, is supported by sworn affidavits of Messrs. Reith, Smith and Thompson and by a declaration of Mr. Campbell's Japanese interpreter named Tikunas Mr. Dohi, which documents are all inclosed herewith in original.

I need therefore only observe that although there appears to have been no actual agreement signed, still Mr. Campbell seems to be fairly entitled to remuneration for the loss of time to which he has been subjected, as also for the valuable information he appears to have given to the said company as the subject of reforming petroleum, and I wish to add that according to the principles of English law verbal agreement of this nature, when substantiated by sufficient evidence, are held to be as binding upon the parties as written contracts.

You will perceive from Mr. Campbell's letter to me that he claims from Ishizaka a sum of \$3000 for the said breach of contract, and I should feel obliged by your appointing an early day for the hearing of his case, especially as the defendant is believed to be on the point of leaving this district.

I have, &c.

Dft B.V.C. [99]

Mr.Dohmen Yedo Aug. 20. 1873

to

Honda Takakado Esq

No. 31

Sir,

In your letter to me of the 13th instant you inclose a petition of Kobayashi Toma for the recovery of 147 rios 3 bus from the British subject I. R. Black on account of a contract for the cutting of type.

In reply, I beg to inform you that although Mr. Black is carrying on his business as editor of a Japanese newspaper, at Yedo, he has nevertheless his domicile at Yokohama, and I am therefore unable to deal with the case. The plaintiff should commence his action in the British court for Kanagawa; for his purpose I return his petition herewith.

I have, &c.

Dft B.V.C. [100]

Mr.Dohmen Yedo Sept. 11. 1873

to

Honda Takakado Esq

No. 32

Sir,

George Marshall, carrying on the business of butcher at Yedo, that the following Japanese are indebted to him, namely,

Hayashi Tomezo in the sum of \$ 12.36

Daikokoro 46.14

Suzuki Kumekichi 8.31

Campbell against Ishizaka, I think it my duty to express my surprise that you should try this case without giving the plaintiff a chance of proving his claim by witnesses or otherwise.

Unless you hear the evidence of both parties, I do not see now you can arrive at any satisfactory decision in the matter. It is very desirable that all claims complained from British subjects against Japanese be investigated in open court in the presence of the plaintiffs as well as the defendants, and as Mr. Campbell wishes to have the evidence taken before you of the several witnesses acquainted with the circumstances of the case, I beg to renew the request which I made in my letter of the 21st July that an early day be named by you for the hearing of the case in the presence of all the parties concerned.

I have, &c.

Dft

B.V.C.

[103]

Mr.Dohmen

Yedo Oct. 16. 1873

to

Honda Takakado Esq

No. 35

Sir,

In reply to your letter of the 10th instant I beg to inform you that I have summoned Mr. Macrae to appear before my court in Tuesday the 21st October as 10 a.m. to answer to the claim of Kumada Kisuke. I request that the plaintiff and his witnesses be notified to attend this Court on the said day accompanied by an efficient interpreter.

I have, &c.

Dft B.V.C. [104]
Mr.Dohmen Yedo Oct. 16. 1873
to
Honda Takakado Esq
No. 36
Sir,

Mr. J. E. Carter a British subject of Yedo lately in command of the Japanese steamer "Vulcan" has complained to me that he has been forced to resign the command of that ship three months before the expiration of his agreement with Kimura Mampey the agent for the said ship, and that he has been unable to obtain redress.

The plaintiff has written a letter to the defendant — copy of which I inclose herewith — in which he explained his reasons for leaving the ship owing to the interference and violent conduct of a person named Kobayashi. I also inclose the agreement in original and beg to request that you will appoint an early day for the hearing of this case in the presence of all the parties concerned.

I have, &c.

Dft B.V.C. [105]
Mr.Dohmen Yedo Oct. 29. 1873
to
Honda Takakado Esq
No. 37
Sir,

With reference to my letter of the 16th instant informing you of the day and hour appointed for the hearing of the plaint of Kumada Kisuke against

Macrae and requesting you to order the attendance at the appointed time of the plaintiff and his witnesses, I have now the honour to acquaint you that as the plaintiff did not appear, nor excused his nonappearance by letter or otherwise, I have, in accordance with the rules of procedure of my court, dismissed the case.

As, however, the defendant informed me of his willingness to compensate the plaintiff for the loss of his jinrikisha, and as he left it to my discretion to fix the amount of such compensation, I have caused him to pay the sum of fifteen rios which amount I hold as the disposal of the plaintiff. I beg to request that you will direct the plaintiff to come to this Consulate for the purpose of receiving the said amount.

I have, &c.

Dft

B.V.C.

[106]

Mr.Dohmen

Yedo Nov. 6. 1873

to

Honda Takakado Esq

No. 38

Sir,

In reply to your letter of the 28th ultimo forwarding a plaint from Shita Yosuke against George (Marshall), I beg to inform you that I shall hear this case on Saturday next the 8th instant at 10 a.m. when the plaintiff must appear at this court, accompanied by a competent interpreter.

I have, &c.

Dft

B.V.C.

[107]

Mr.Dohmen

Yedo Nov. 6. 1873

to

Honda Takakado Esq

No. 39

Sir,

In reply to your letter of the 29th ultimo forwarding a complaint against George (Marshall) and William Johnson for injuring by their carriage on the 17th October two persons riding in a jinrikisha, I beg to state to you that from inquiries which I have caused to be made the person responsible for the accident is William Johnson, the driver of the carriage; and as he belongs to Yokohama, I beg to suggest that the complaint be referred to the British courts of that place.

I return the plaint herewith in original.

I have, &c.

Dft

B.V.C.

[108]

Mr.Dohmen

Yedo Nov. 6. 1873

to

Honda Takakado Esq

No. 40

Sir,

I have the honour to acknowledge the receipt of your letter of the 1st instant inclosing a petition of Goto Taro against Lane & Crawford [Co] for breach of contract.

As the said firm belongs to the jurisdiction of the British court at Yokohama the matter must be referred to that court and I therefore beg to return the petition, in order to save you the trouble to furnish a new copy.

I have, &c.

Dft

B.V.C.

[109]

Mr.Dohmen

Yedo Nov. 6. 1873

to

Honda Takakado Esq

No. 41

Sir,

Having received no reply to my letter No. 34 of the 15th ultimo respecting the claim of Campbell against Ishizaka, I beg to inform you that unless you are in a position to bring this case to a hearing as requested in that letter, I shall consider it my duty to refer the matter to Her Britannic Majesty's Minister, in order that the case may be brought to a settlement through the Japanese government.

I have this opportunity to remind you also that I am still without an answer to my letter No. 36 of the 16th October relative to Mr. Carter's claim.

I have, &c.

Dft

B.V.C.

[110]

Mr.Dohmen

Yedo Nov. 7. 1873

to

Honda Takakado Esq

No. 42

Sir,

I have received a complaint from Dr. Buckle, a British subject of Yokohama, against two Japanese merchants of Yedo, named Kato and Kodzumi.

The defendants in this case entered on the 13th of August into an agreement with the plaintiff to establish a hospital at Yedo and to pay him for his

Dft

B.V.C.

[112]

Mr.Dohmen

Yedo Dec. 4. 1873

to

Honda Takakado Esq

No. 44

Sir,

Mr. Hartley has been summoned to attend this Court on Thursday next the 9th instant at 10 a.m. upon the hearing of the claim of Kono Kisaburo which was forwarded to me in your letter of the 25th instant.

Be so good as to notify the plaintiff of the time of hearing.

I have, &c.

Dft

B.V.C.

[113]

Mr.Dohmen

Yedo Dec. 16. 1873

to

Honda Takakado Esq

No. 45

Sir,

Having communicated to Mr. Boyce, the government architect charged with the building of the British legation at Kojimachi, the petition of the contractor Kaneko Seikichi which you forwarded to me in your letter of the 4th instant, I have now the honour to inclose to you, herewith, Mr. Boyce's answer to that petition which you will kindly communicate to the plaintiff.

You will perceive from Mr. Boyce's answer that the contractor not only has no claim against the defendant, but that, in the contrary, the plaintiff has already received more money than he is entitled to, and that he has actually to return to the defendant a sum of 535 yen which he has been overpaid.

Mr. Boyce has returned to Shanghai where he resides, but he has instructed Mr. Gubbins to attend in his name any proceedings which may take place in my court in connection with this case.

If the plaintiff is not satisfied with Mr. Boyce's answer, he can apply, through you, for a hearing of the case which will be granted to him subject to the rules and practises of my court.

I have, &c.

Honda Takakado Esq

B.V.C.

[114]

No. 46

Yedo Dec. 20. 1873

Sir,

I inclose herewith in original a plaint from Mr. Thomas Bell late chief engineer of the Japanese steamer 'Bahama' against the National Ship Company called 'Yuben Kaisha'. Mr. Bell is a trustworthy engineer holding a certificate of competency from the British Board of Trade and I hope you will give his case due attention.

He stated that he has been obliged to leave the ship in consequence of the captain having appointed as Second Engineer a Japanese a mere boy who knows nothing of the working of engines, thereby endangering his life and his reputation as an engineer.

Mr. Bell also complains that he has not been paid his wages as per agreement which I also inclose as well as an unpaid promissory note for 50 yen signed by the captain of the ship, Mr. Bell's total claim amounts to 638.40 golden yen.

I have, &c.

Dft B.V.C. [115]
Mr.Dohmen Yedo Dec. 24 / 73
to
Honda Takakado Esq
No. 47
Sir,

In reply to your letter of the 16th instant forwarding two complaints from Seki Seizo against two Englishmen named Symondson and Carter, I beg to inform you that as regards the assault case, these individuals have been summoned to appear before my court on Saturday the 3rd day of January 1874 at 10 a.m. when the plaintiff and his witnesses must likewise appear.

As regards the other case, for breach of contract, I have caused the petition of the plaintiff to be served on the Defendants for their answers within seven days from yesterday. When I receive these answers, I shall forward them to you for the purpose of being communicated to the plaintiff.

I have, &c.

Dft B.V.C. [116]
Mr.Dohmen Yedo Dec. 31. 1873
to
Honda Takakado Esq
No. 48
Sir,

With reference to my letter No. 46 of the 20th instant forwarding to claim from Thomas Bell against the Japanese National Ship Company, I beg to inform upon that the plaintiff now wishes to have the claim withdrawn as the defendants have offered to settle the matter amicably with him.

I have, &c.

Dft B.V.C. [117]
Mr.Dohmen Yedo Dec. 31 / 73

to
Honda Takakado Esq
No. 49

Sir,

In combination of my letter No. 47 of the 24th instant relative to the petition of Seki Seizo against Symomdson and Carter for alleged breach of contract, I have now the honour to inclose to you, herewith, the answers of the defendants who, as you will observe, not only deny the alleged breach of contract on their part, but even assert that the plaintiff himself has broken the agreement and that he besides owes them a sum of \$89 on account of house rent.

The defendants further pray that the plaintiff be ordered to pay into court the sum of 150 yen as also the \$89.

I have, &c.

Dft B.V.C. [118]
Mr.Dohmen Yedo Dec. 31. 1873

to
Honda Takakado Esq
No. 50

Sir,

In reply to your letter of the 26th instant inclosing a motion from Kaneko Seikichi praying that his plaint against Mr. Boyce be set down for hearing, I beg to refer you to the last paragraph of my letter to you No. 45 of the 16th December in which I stated that a hearing would be granted to the plaintiff,

subject to the Rules and practises of my court.

Now the defendant has, as you are aware, raised a counterclaim of 535 yen against the plaintiff, which counterclaim will be heard and determined at the same time as the plaintiff's claim. As the plaintiff, therefore, in the matter of the counterclaim is placed in the position of defendant, and as I could not compel him (a Japanese), if the case were decided against him, to satisfy the Judgement, it is necessary that he shall give me a material guarantee that he submits to my decision whether for or against him.

Rule 55 of the British Order in Council, under which I exercise jurisdiction, gives me the power to "require the plaintiff to give security to the satisfaction of the court (by deposit or otherwise) to abide by and perform the decision of the court on the counterclaim." I therefore require the plaintiff to deposit in my court the sum of 535 yen as the necessary guarantee that he accepts my decision in the matter of the counterclaim. If the counterclaim is dismissed then the money will of course be returned to Kaneko Seikichi. Subject to the forgiving condition I am prepared to hear plaintiff's claim at an early day.

I have, &c.

Dft

B.V.C.

[119]

Mr.Dohmen

Yedo Jan. 13. 1874

to

Honda Takakado Esq

No. 1

Sir,

Mr. Cartman has been summoned to appear before this court on Wednesday the 21st day of January 1874 at 10 a.m. to answer to the claim of Yoshida Kosaku, forwarded to me in your letter of the 27th of December last. Please

have behaved in these matters.

Mr. Evans asserts that he is sure that the robbery of his silver watch has been committed by the native servant whom he gave in charge of the police, and yet this man on whom I rested the strongest suspicion was immediately released by the police on the ground that the watch was not found upon his person. The action of police in this releasing the suspected thief enabled the latter to bring the stolen property elsewhere in safety and they therefore have rendered themselves responsible for the loss of Mr. Evans' watch.

Complaints of this nature against the native police being of frequent recurrence, I must ask you to be so good as to cause a severe enquiry to be made respecting Mr. Evans' complaint and to communicate to me the result of such enquiry.

I have, &c.

Dft

B.V.C.

[122]

Mr.Dohmen

Yedo Feb. 2. 1874

to

Honda Takakado Esq

No. 4

Sir,

Mr. Isaacs will be summoned to appear before this court on Thursday the 5th instant at 11 a.m. upon the hearing of the claim of Watanabe Tarokichi which you forwarded to me in your letter of the 29th ultimo.

Please notify the plaintiff of the time of hearing.

I have, &c.

Dft
Mr. Dohmen
to
Honda Takakado Esq
No. 5
Sir,

B.V.C.
Yedo Feb. 3. 1874

[123]

In reply to your letter of the 29th ultimo forwarding a bond of Kaneko Seikichi, plaintiff in the case of Kaneko contra Gubbins and Hooper as agents for R. Boyce of Shanghai, I beg to inform you that although this document can hardly be called a bond on guarantee (for the purpose I have pointed out to you) since the individual giving it is entirely unknown to me, I nevertheless accept it because having received it through you, I have reason to assume that it is a bonafide document and I have accordingly set down the above case for hearing on Wednesday the 11th day of February 1874 at ten o'clock in the forenoon.

As it is an important case and as Mr. Gubbins who generally acts as interpreter to my court is one of the defendants, did therefore unable to attend to that duty, the plaintiff should secure the services of the best Japanese interpreter he can set. I should be glad if he could obtain the service of Mr. Iwami, interpreter of the Tokeifu, who is thoroughly competent to discharge that duty in a lawsuit.

It is also desirable that the plaintiff should make himself acquainted with the rules of practise of the English courts, because he is bound to make out his own case without assistance from the court, in the same manner as the defendants have to conduct the defence of their case without assistance from the court.

I have, &c.

Dft
Mr.Dohmen

B.V.C.
Yedo Feb. 12 / 74

[124]

to
Honda Takakado Esq

No. 6
Sir,

In consequence of the non-appearance of the two Japanese whom I had requested you to summon as witnesses in the case of the suit of Kaneko Seikichi contra Boyce, I have been obliged to adjourn the trial till Wednesday the 18th instant.

The written statement of Nishikawa, forwarded to me in your letter of the 9th, cannot be accepted as evidence, and I therefore must again request that these two men be ordered to appear in my court to answer to any questions that may be put to them by the defendant or by the plaintiff or by the court relative to the facts of the case at issue.

Whether their evidence is material to the issue or not, is a question which must be left to the appreciation of this court alone, and I hereby give you notice that unless the said witnesses do appear on Wednesday next, as requested, the suit of Kaneko Seikichi will be there and then dismissed.

I think it also right to remark that your letter of the 9th is a strong indication that judicial authority in Japan is still in a very unsatisfactory condition; the fact that two petty officers of the Guaimusho are permitted to defy your authority as a judge shows too clearly that as yet like progress has been made in the administration of justice in this country. No citizen of a civilized state, be his position ever so high, has a right to refuse to give evidence in any court of justice if he is called upon to do so in due process of law. In England, the Prime Minister himself and even the son of the queen attend the courts of

before I can name the day of hearing.

I have, &c.

Dft B.V.C. [127]

Mr.Dohmen Yedo Feb. 21. 1874

to

Honda Takakado Esq

No. 9

Sir,

I have the honour to inform you that the case of Kaneko Seikichi versus Boyce will be heard in this court on Thursday the 26th day of February 1874 at ten o'clock in the forenoon.

Be so good as to notify the plaintiff of the time of hearing and also to inform him that if he wishes to put in as evidence any paper or writing in the Japanese language, such documents must be accompanied by a proper translation in English.

I have, &c.

Dft B.V.C. [128]

Mr.Dohmen Yedo March 11. 1874

to

Honda Takakado Esq

No. 10

Sir,

Mr. F. Bevill, a British subject employed in the Kaisei Gakko at Yedo, is indebted to several foreign trademen of Yedo and Yokohama in the sum of \$175.35 for which amount judgments were given against him in this court on

to

Honda Takakado Esq

No. 12

Sir,

Two months have not elapsed since I forwarded to you (in my letter No. 2) a claim from Lane Crawford & Co of Yokohama for \$762.03 against Asada Kametaro of Yedo, and I am still without any information from you as to the steps that have been taken for the recovery of the said debt.

Permit me to say that this is not the way to carry on international business. If you send me a claim against an Englishman it is always immediately attended to, the trial takes place in open court in the presence of both parties and you are informed of the decision I have a right to expect you to act toward me in the same manner. There must be reciprocity in these matters, otherwise I shall consider it my duty to treat Japanese claims in the same manner as you treat English claims.

I have, &c.

M : D

Dft

B.V.C.

[131]

Mr.Dohmen

Yedo March 20. 1874

to

Honda Takakado Esq

No. 13

Sir,

You have been informed that the case of Kobayashi Gisuke against Patrick Moonly which you forwarded to me in your letter of the 20th ultimo, was tried in this court in the 5th of March, and that judgment was given for the plaintiff. The defendant, it appears, tried to abscond by the last American Mail, but

Dft

B.V.C.

[133]

Mr.Dohmen

Yedo March 20. 1874

to

Honda Takakado Esq

No. 15

Sir,

I have the honour to forward herewith a letter in original which has been addressed to me by Mr. Hoonby Evans of Yedo referring to a breach of contract on the part of a Japanese named Yamauchi who has engaged the services of the wife of the plaintiff for the purpose of educating a Japanese lady named Mitsu Yamauchi. The contract is likewise inclosed in original. From Mr. Evans' statement it appears that the defendant has cancelled the agreement in an arbitrary manner, and for this reason the plaintiff now seeks redress through your court.

As Mr. Hino Shunso, Kerai of Yamauchi, Mis-Shin, mother of Mitsu Yamauchi, Mr. J. Sanjo, son of the Daijo Daijin, are material witness in the case, I have the honour to request that you will summon them to give evidence at the trial. The plaintiff has, besides the agreement, several letters by which he can prove the breach of the contract, these letters will be produced at the trial. I must, however, inform you that this is a case which cannot be disposed of by merely hearing one party to the suit as has of late been the case in respect of other British claims which have been referred to you, but it is absolutely necessary that the case should be tried in the presence of Mr. Evans, and that every facility should be given him for establishing his claim. Whatever the position and rank of the defendant may be, the plaintiff is entitled to relief against him in the same manner as if he were only an ordinary Japanese subject. The same remark applies to the witnesses who are bound to give their evidence like every

other individual is bound to do.

Be so good as to appoint an early day for the hearing of this case in open court in the presence of both parties and to inform me of the time of hearing in order that I may give due notice to the plaintiff.

Dft

B.V.C.

[134]

Mr.Dohmen

Yedo March 30. 1874

to

Honda Takakado Esq

No. 16

Sir,

I beg to inclose to you herewith a claim of I. A. Boardman, a British subject of Yedo, against Okura a Japanese tailor of Yedo. The plaintiff claims from the defendant the sum of 3216 Yen for breach of contract and states that he has been compelled to leave Okura in consequence of some of Okura's workmen having threatened to take his life; and he has therefore applied to me for redress and protection.

Having advised Boardman to arrange the matter amicably with Okura and to resume his work at Okura's shop, he states that he has made every endeavour to return to his duty, but that Okura refuses to have anything further to do with him. Now if Okura wishes to dispense with Boardman's services, it is clear that he must pay him compensation, and Okura should therefore be given the option of taking Boardman back into his employ, or of paying him a reasonable sum for the loss of his situation. Kindly let me know when the case is to be tried in order that I may give notice to the plaintiff to be present in court.

Dft

B.V.C.

[135]

Mr.Dohmen

Yedo April 29. 1874

to

Honda Takakado Esq

No. 17

Sir,

I have duly considered the application of Kaneko Seikichi for a new trial, forwarded in your letter of the 15th instant and I beg to state to you, in reply, that this application cannot be granted.

In the first place Kaneko has allowed the time limited for asking for a new trial to elapse. Rule 101 of H. B. M. Order in Council for China and Japan provides that the notice or motion for a new trial must be filed not later than 14 days after the hearing. My decision was delivered in the 10th of March and your letter forwarding Kaneko's request is dated the 15th instant, that is to say more than a month after the hearing. But apart from this consideration I really can see no good reason for granting the request. The plaintiff has had every facility and opportunity for producing his evidence while the case was going on, and I can assure you that this Court has exhibited on that occasion greater patience and forbearance than we have bear the case, had the plaintiff been an Englishman or another foreigner.

You were warned, moreover, in my letter of the 3rd of February (i.e. three weeks before the trial) that Kaneko would have to conduct and make out his case according to the practise of English Courts and that no more assistance could be given to him in this respect by the Court than to the defendant.

If Kaneko was unable to conduct his case in the said manner, it was his duty to secure the service of some competent foreigner to assist him; or if he wished to know what he would be requested to prove or otherwise he might

have come to my office where every information is always placed at the disposal of Japanese taking redress against British subjects. But how did the plaintiff act at the hearing?

Under the pretext of being ill, when he was in perfect health, he introduced to the court a Japanese friend who was to conduct the proceedings for him, but whose behaviour was so unseemly and violent that he had to be forcibly ejected from the court room.

You will understand that I cannot undertake to discuss with suitors in my court the merits of my decisions; those who are not satisfied with my judgment have the right to appeal to H. B. M. Supreme Court for China and Japan sitting at Shanghai, provided attention be paid by them to the time limited for such appeal, which according to rule 154 is ordinarily seven days after the decision to be appealed from is given, but afterwards by special leave of the court.

If Kondo wishes to appeal to Shanghai I am quite willing to grant him leave to do so, but he will in that case have to comply with rule 155 which provides that he must deposit with me security (in money) to the extent of 250 dollars for the prosecution of the appeal and for payment of all fees and charges in this court as well as in the Supreme Court.

I beg to request that you will consider this letter as my final reply in this matter.

I have, &c .

Dft
Mr. Dohmen
to
Honda Takakado Esq
No. 18

B.V.C.
Yedo May 4. 1874

[136]

Sir,

In my letter No. 16 of the 30th of March last I forwarded to you a claim of a British subject, named Boardman, against the Japanese tailor Okura, for 3216 yen on account of an alleged breach of contract. To this communication I have received no reply from you beyond a verbal message from an interpreter to the effect that Okura having left for Formosa, the case could not be investigated for the present.

I explained, however, to the interpreter that I could not accept such a statement as an excuse for not proceeding with the trial, since Okura had a partner on the spot and that partner being the very man who signed the agreement with Boardman. I also remarked that even if Okura had no partner, there could be no reasonable ground for not affording relief to the plaintiff because the defendant chooses to leave temporarily his field place of abode; and I added my strong wish that as Boardman fraud himself through the illegal proceedings of Okura without means of subsistence, the case should be proceeded with without further delay.

It is a matter of great regret to me that I have so often to complain to you of the slow and one-sided manner in which claims from Englishman against Japanese are disposed of in your court.

I have, &c .

Dft

B.V.C.

[137]

Mr.Dohmen

Yedo May 7. 1874

to

Honda Takakado Esq

No. 19

Sir,

Having communicated to Boardman the answer of Okura to his plaint, forwarded to me in your letter of the 4th instant, I have been requested by the plaintiff to inform you that he wishes the case to be tried as soon as possible. I have accordingly the honour to request that you will be so good as to appoint an early day for the hearing, and that, considering that the plaintiff is unacquainted with the Japanese language, you will afford him every facility as regards interpretation or otherwise for making out his case, in the same manner as is done in my court with respect to Japanese plaintiff.

I have, &c.

Dft
Mr.Dohmen
to
Honda Takakado Esq
No. 20
Sir,

B.V.C.
Yedo May 11. 1874

[138]

With reference to my letter No. 15 of the 26th March forwarding a plaint from Hoonby Evans against Yamauchi, I now beg to inform you that this matter has been settled out of court and that consequently no further proceedings will be necessary.

I have, &c.

Dft
Mr.Dohmen
to
Honda Takakado Esq
No. 21

B.V.C.
Yedo May 30. 1874

[139]

Sir,

In reply to your letter of the 15th instant forwarding a claim of Ozawa Yurin against Thompson for 31 Yen on account of house rent, I beg to inform you that the defendant will be summoned to appear before this court on Wednesday next the 3rd day of June at 2 o'clock in the afternoon to answer to the plaint.

Please notify the plaintiff of the time of hearing.

I have, &c.

Dft

B.V.C.

[140]

Mr.Dohmen

Yedo June 3. 1874 .

to

Honda Takakado Esq

No. 22

Sir,

With reference to the claim of Uchiyama Yosuke against Williams, forwarded to me in your letter of the 13th ultimo, I beg to inform you that the defendant has appeared before me and has acknowledged his indebtedness to the plaintiff, but as he stated to me that for the present he is unable to satisfy the claim, I have advised him to go and see Uchiyama Yosuke personally and endeavour to settle the matter amicably with him.

Should he fail to do so, this court will always be open to the plaintiff to proceed judicially against the defendant; but I thought that it was unnecessary, under the circumstances, to go through a regular hearing of the case. Kindly inform the plaintiff of this communication.

I have, &c.

Dft B.V.C. [141]
Mr.Dohmen Yedo June 5 / 74
to
Honda Takakado Esq
No. 23
Sir,

In reply to your letter of the 25th ultimo forwarding a plaint of Akashi Tomokata against W. H. Freame, I beg to inform you that Mr. Freame, instead of refusing to settle his account with the plaintiff as alleged in the petition, addressed to me a offer on the 18th of May in which he explains the circumstances of the case and from which it appears that the dispute in question is entirely owing to the obstinacy of the plaintiff in refusing to receive the money and to sign the release of the agreement.

If therefore you will direct Akashi Tomokata to apply to Freame himself for the amount due to him, I am convinced that his claim will be satisfied at once. It appears to me that Japanese subjects should endeavour to arrange their differences with foreigners in an amicable way, rather than go to law; as any rate I think they were not justified in troubling either the saibansho or the consulate about such trifling matters which they can easily settle themselves if they are disposed to do so.

I have, &c.

Dft B.V.C. [142]
Mr.Dohmen Yedo June 9. 1874
to
Honda Takakado Esq
No. 24

Sir,

I must express to you once more my great surprise at the extraordinary delay which you allow to take place in hearing the case of Boardman vs. Okura. Ten weeks have now elapsed since I forwarded to you the plaint of Boardman, and it is more than a month since I urged upon you the necessity of bringing the case to a speedy trial on account of the state of distress in which the plaintiff finds himself placed through the illegal proceeding of the defendant, and, I now add, the want of assistance from your court.

I strongly protest against the indifference exhibited by you in this case, and I beg to inform you that unless an equitable settlement of the same be soon arrived at, I shall consider it my duty to refer the matter to Her Britannic Majesty's Minister, in order that a formal complaint be laid before the Japanese government against the proceedings of your court.

I have, &c.

Dft

B.V.C.

[143]

Mr.Dohmen

Yedo June 13. 1874

to

Honda Takakado Esq

No. 25

Sir,

I beg to forward to you herewith a plaint which I have received from John Crosby, a British subject of Yedo, against two Japanese named Sanada Tsusui who owes him \$75 for money lent, and Hirose Jikoku from whom he claims \$350.40.

I inclose Mr. Crosby's offer giving particulars of these claims, and copies of the Japanese documents accompanying the same. The matter is of great

Sir,

I beg to inform you that Mr. Smith will be summoned to appear before this court on Saturday the 27th instant at 10 a.m. to answer to the claim of Takabara Tomikichi forwarded in your letter of the 17th.

Please notify to the plaintiff that he has to appear at the time mentioned to prove his case.

I have, &c . .

Dft

B.V.C.

[146]

Mr.Dohmen

Yedo July 2. 1874

to

Honda Takakado Esq

No. 28

Sir,

With reference to my letter No. 25 of the 13th ultimo. I now beg to forward to you herewith a separate claim from Crossby against Sanada for \$75, and I trust that you will attend to this matter as soon as possible.

I have, &c . .

Dft

B.V.C.

[147]

Mr.Dohmen

Yedo July 2. 1874

to

Honda Takakado Esq

No. 29

Sir,

With reference to my letter No. 25 of the 13th ultimo. I now beg to forward to you herewith a separate claim from Crossby against Mikawaya

In reply to your letter of the 15th instant I beg to inform you that Williams no longer resides within my jurisdiction. According to information which has reached me, it appears that he left for Hongkong more than a month since.

He was temporarily employed in mounting some machinery at Senji where, as he told me, he expected to obtain permanent employment. He evidently is a dishonest man and should he ever return to Yedo, he will be dealt with according to law. As he made considerable improvements to the building which he occupied at Tsukiji as a public house — on which he spent upward of 700 rios, perhaps the owner of the said house might be induced to pay something to Uchiyama Yosuke, inasmuch as the said owner must be a considerable gainer by Williams having abandoned to him all the improvements made to his house. You will please take this only as a suggestion.

I have, &c.

Dft

B.V.C.

[154]

Mr.Dohmen

Yedo July 29. 1874

to

Honda Takakado Esq

No. 36

Sir,

With reference to Mr. Crossby's claim against Sanada Tsusui I beg to forward to you, herewith, a further communication which I have received from the plaintiff, showing that the defendant has property in Yedo sufficient to meet his claim.

I have, &c.

Dft B.V.C. [155]
Mr.Dohmen Yedo Sept. 16. 1874
to
Honda Takakado Esq
No. 37
Sir,

In my letter No. 33 of the 16th July I requested you to order a speedy settlement of the claim of Smith against Iwata Jihe and Miura Hejiro; and as now two months have elapsed since the date of that letter, I shall be glad to hear what has been done in the matter.

I have, &c.

Dft B.V.C. [156]
Mr.Dohmen Yedo Sept. 28. 1874
to
Honda Takakado Esq
No. 38
Sir,

I have read with great surprise your letter of the 26th Mr. Yamamoto Masami has entirely misrepresented what I told him about the judgment against Smith in the matter of Takahara Tomikichi. The arrangement to which □□□ I gave my assent to the effect that the 7 rios awarded to Takahara should be deducted from the instalment due to Smith by Iwata Jihe and Miura Hejiro, is entirely an invention on Mr. Yamamoto's part. I simply informed him, in answer to his enquiry, that Smith had just written to me to say that he had no means of satisfying the judgment, but that he would pay as soon as he was in a position to do so; and, moreover, in my letter No. 33 of the 16th

the statement made to me by Mr. Yamamoto Masami on the 6th of July last, to 350 rios. I do not understand why no mention is made of this in your letter. Neither do I comprehend why Miura Hejiro, who was reported by Mr. Yamamoto to be in a position to meet his liability of 20 rios per month, should only have paid 60 rios till now. I have the honour to request that you will furnish me as an early date with a clear reply to this letter.

I have, &c.

Dft
Mr.Dohmen
to
Honda Takakado Esq
No. 40
Sir,

B.V.C.
Yedo Sept. 16. 1874

[158]

With reference to my letter No. 38 of the 28th ultimo I now beg to inform you that Smith has paid the 7 rios for which Takahara Tomikichi has recovered judgment against him, and that the said amount is at the disposal of the plaintiff.

I have, &c.

Dft
Mr.Dohmen
to
Honda Takakado Esq
No. 41
Sir,

B.V.C.
Yedo Oct. 9. 1874

[159]

I have the honour to forward to you, herewith, a plaint from Mr. W. P.

Mitchell of Yokohama against a Japanese named Nishikawa whose address is inclosed herewith. The said debtor owes Mr. Mitchell about \$1500 and has absconded. I have accordingly to request that you will at once take steps for the arrest of this fraudulent individual, and deal with him according to law.

I have, &c.

Dft

B.V.C.

[160]

Mr.Dohmen

Yedo Oct. 9. 1874

to

Honda Takakado Esq.

No. 42

Sir,

I have the honour to forward to you a plaint which I have received from Richard Philipps, hitherto a teacher employed at the Kaiseigakko, against the proprietor of the Japanese newspaper called "Shimbun Zashi", for having published in the said paper, of the 28th of July last, an article of a defamatory character through which he has lost his position at the said school.

Mr. Philipps' plaint is accompanied by a statement of the case. He claims from the proprietor of the said paper damages in the sum of \$1080 for the loss of his position in the Educational Department. A copy of the number of the "Shimbun Zashi" containing the libelous article, is also inclosed herewith. This is an affair of a very serious nature, and I trust that you will appoint an early day for the hearing of the case and inform me several days beforehand of such hearing in order that I may notify the plaintiff of the time when he will be required to attend your court.

I have, &c.

Dft

B.V.C.

[161]

Mr.Dohmen

Yedo Oct. 9. 1874

to

Honda Takakado Esq

No. 43

Sir,

In your letter of the 4th of August last you state with reference to the claim of Escombe against Ito Shimbei, that the debtor has absconded and that it is not known where he has gone to; that you however have ordered strict search to be made for him and that you will communicate again with me as soon as anything definite shall have been ascertained about him.

More than two months have now elapsed since the receipt of your letter, and I am still left on your part in ignorance as to what has become of this fraudulent debtor. I have reason to doubt that your order for his arrest has been carried out, since it appears that his movements are no mystery to the people who know him. Indeed, Mr. Escombe has been more successful in searching for him than the Japanese officers entrusted with that task; for he has just informed me that he knows where the man is, and that he will see him arrested if you will only provide him with a warrant to that effect. It is a matter of great surprise to me to hear that Ito Shimbe's movements are known to every one, except to those whose duty it is to have him arrested and punished.

I have now the honour to request that you will either furnish me with a warrant for the arrest of Ito Shimbei at whatever place he may be found throughout Japan, or that you will place at the disposal of Mr. Escombe an officer of your court to accompany him for the purpose of searching for and of arresting the said debtor. As you have signally failed to secure the arrest of this man yourself, I trust you will see no objection to his being arrested in the

manner aforesaid; and I further trust that you will consider this step on my part as one of extreme necessity in order that the ends of justice should no longer be evaded by this man.

I have, &c.

Dft

B.V.C.

[162]

Mr.Dohmen

Yedo Oct. 30. 1874

to

Honda Takakado Esq

No. 44

Sir,

With reference to your letter of the 23rd instant asking to be made acquainted with the present place of abode of Ito Shimbei in order to cause him to be arrested, I beg to inclose to you herewith a letter which has been addressed to me by Mr. Escombe on the same subject, from which it appears that his former banto Shida Minore residing at Kiobashi knows where Ito Shimbei is and also under what name he is hiding himself, but that the said Shida Minore refuses to give Escombe any information unless he pays him money for that information. I have accordingly to request that the said Shida Minore be examined without delay, especially as according to Escombe's statement he contemplates leaving Yedo.

Mr. Escombe, in another letter which I also inclose, complains that the said Shida Minore refuses to settle his account with him and I must therefore ask you to be so good to compel Shida Minore to render at once an account to Escombe of the goods which he sold on Escombe's account. This matter is urgent and I trust that you will give it your immediate attention.

I have, &c.

Honda Takakado Esq B.V.C. [163]

Judge of Saibansho, Tsukiji Yedo Nov. 10. 1874

No. 45

Sir,

A month has now elapsed since I forwarded to you a plaint from Mr. Philips against the proprietor of the Japanese newspaper "Shimbun Zashi" for having published a libelous article against the plaintiff, and although I called your attention to the serious nature of the plaint, yet I am still without any answer from you in this subject. It is therefore my duty to request you to furnish me without any further delay, with a reply to my letter No. 42 of the 9th ultimo.

I have, &c.

Honda Takakado Esq B.V.C. [164]

Judge of Saibansho Yedo Nov. 19. 1874

Tsukiji

No. 46

Sir,

With reference to my letter No. 44 of the 30th October I beg to inform you that Mr. Escombe wants Shida Minore to accompany him to Osaka for the purpose of settling some business there, prior to his settling his account with the plaintiff here; and I have accordingly the honour to request that you will allow Shida Minore to proceed with Mr. Escombe to Osaka for the purpose aforesaid.

I have, &c.

Dft Yedo [165]

No. 47 December 7. 1874

Sir,

With reference to our previous consequence respecting the case of Mr. F. Escombe v. Ito Shimbei, I have now the honour to inform you that the latter is at □□□ staying at Mr. Escombe's house, No. 1 Minami Odawara Cho Tsukiji, I shall be obliged by you taking immediate steps for his assert.

Honda Takakado Esq

I have, &c.

Saibansho

Cs Mr. Dohmen

Yedo

Honda Takakado Esq

B.V.C.

[166]

Judge of Saibansho

Yedo Dec. 12. 1874

Tsukiji

No. 48

Sir,

In accordance with your request I return to you, herewith, the documents in the case of Escombe against Ito Shimbei. I have also informed the plaintiff that his attendance is required in your court on the 14th instant at 11 a.m.

I have, &c.

Honda Takakado Esq

B.V.C.

[167]

Judge of Saibansho

Yedo Dec. 14. 1874

Tsukiji

No. 49

Sir,

An Englishman of the name of John Wynn, who is in the employ of the department of the Kaitakushi as sailing master on board the steamer "Behar", being indebted to Thomas James Waters of Yedo in the sum of \$2572 — for

which the said Waters has recovered judgment in this court against the said Wynn — and the plaintiff having filed a motion in this court praying that the sum of one hundred yen per month may be attached out of the salary which the defendant receiving from the Kaitakushi during the period of his employment, by that department, I have the honour to request that you will be so good as to cause an order to be served on the paymaster (or any other officer whom it may concern) of the Kaitakushi, directing him to stop the said sum of one hundred yen monthly out of the salary to be paid to the defendant until such time as his agreement with that department shall either have expired, or until the defendant shall have discharged his debt to the plaintiff, and to hold the said sum is the disposal of this court.

I have, &c.

Honda Takakado Esq

B.V.C.

[168]

Judge of Saibansho

Yedo December 16. 1874

No. 50

Sir,

I have received with surprise and regret the inclosed letter from Mr. Escombe in which he complains of the manner in which he has been treated by you at the hearing, on the 14th instant, of the case of Escombe against Ito Shimbei. From this letter it appears that the plaintiff who from the nature of his case and from his ignorance of the Japanese language is entitled to every assistance and consideration on the part of your court, has been treated by you with marked discourtesy, while his fraudulent debtor Ito Shimbei has been shown undisguised sympathy and good-will by you.

I know from my own experience that it is the practice with some Japanese judges to assume a more respectful attitude towards the Japanese defendants

(however serious the plaint against them may be) if the latter happen to be either men of influence themselves, or to be related to men of rank, than to the foreign plaintiff generally. Now such a practice does not exist in any English court of law. On the contrary Japanese suitors in our courts are afforded special protection and assistance because they are ignorant of our language and of our law.

I have advised Mr. Escombe when the case is again coming on for trial to leave your court room on the slightest sign of partiality that may be shown towards the prisoner Ito Shimbei, and to report the case to me in order that it may be laid before the Japanese government. It is a singular fact, that while you have all along asserted to me your inability to find out where Ito Shimbei was hiding himself, this man was actually again employed by the Japanese government at Osaka, where Mr. Escombe discovered him with the slightest difficulty. Facts like these indicate too strongly how partially the administration of Japanese justice is carried on. I request very much to be compelled to address to you this remonstrance, but it is my duty to take care of the interests of my countrymen when I see that those interests are disregarded by those whose mission it is to protect them, and to render justice with dispatch and impartiality.

I have, &c.

Honda Takakado Esq

B.V.C.

[169]

Judge of Saibansho

Yedo December 17. 1874

Tsukiji

No. 51

Sir,

I have the honour to inclose to you, herewith, a copy of a letter which I have received from W. L. Stevens, a British subject of Yedo, relative to a breach

of contract on the part of a Japanese iron founder named Kitamura, whose address in Japanese you will find in the margin, for which breach of contract the plaintiff claims from the defendant the sum of \$1335 damages.

The documents which Stevens has handed to me in support of his claim, are so numerous that I do not think it advisable to forward them to you on this occasion. If the case comes to a hearing, it will be time enough to produce them at the trial. All that is wanted for the present in an answer from the defendant to this letter, stating whether he acknowledges the claim or not, in the latter case he should give his reasons fully for not admitting the claim. I shall feel obliged if you will call upon the defendant to put in his answer to the petition with as little delay as possible.

I have, &c.

Honda Takakado Esq B.V.C. [170]

Judge of Saibansho Yedo December 21. 1874

No. 52

Sir,

In reply to your letter of the 15th instant relative to the debt owing by Cartman to Yoshida Kosaku, I beg to inform you that I have issued an order on the defendant directing him to discharge the said debt forthwith, but that he states to be unable to do so until the 15th of January next. Should he fail to pay on that date the amounts still due by him, I shall take further proceedings against him.

I have, &c.

Dft B.V.C. [171]

Honda Takakado Esq Yedo January 4. 1875

Judge of Saibansho

Tsukiji

No. 1

Sir,

John H. Smith being no longer a resident of Yedo, I beg to return to you, herewith, the plaint of Miyanaga Yosaburo, which you have forwarded to me in your letter of the 28th ultimo. The defendant now resides at Yokohama and is in the employ of Lane, Crawford & Co No. 59.

The plaint must therefore be filed in the British court of that port.

I have, &c.

Honda Takakado Esq

B.V.C.

[172]

No. 2

Yedo Jan. 12. 1875

Sir,

With reference to your letter of the 29th ultimo on the subject of the claim of Stevens against Kitamura, I beg to inclose a copy of a further communication which I have received from the plaintiff requesting that the case may be set down for hearing as soon as possible. I have accordingly the honour to request that you will appoint an early day for the hearing of the case and that you will give me due notice of such hearing in order that the plaintiff may be informed of it. I also inclose a statement of the sum which Stevens claims from Kitamura and which amounts to \$1335 and not to \$3330 as erroneously stated in your letter.

I have, &c.

Honda Takakado Esq

B.V.C.

[173]

No. 3

Yedo Jan. 26. 1875

Sir,

In your letter of the 23rd instant you notify me that the case of Stevens against Kitamura will be heard on the 28th instant at 10 o'clock in the forenoon, and in your letter of yesterday's date you acquaint me that the hearing of the case of Escombe against Ito Shimbei has also been fixed for the 28th at 10 a.m. Stevens has been directed by me to attend your court at the appointed time; but before notifying Escombe of the time of hearing of his case, I must ask you to be so good as to inform me whether there has been no mistake in naming the same hour for the hearing of two important cases, each of which may occupy the court the whole day.

I have, &c.

Honda Takakado Esq

B.V.C.

[174]

No. 4

Yedo January 26. 1875

Sir,

On the receipt of your letter of this date I caused Mr. Stevens to be informed that his case is coming on for hearing on the 2nd of February at 11 a.m. and I notified Mr. Escombe that his case will be heard on the 28th instant at 10 a.m. Pressure of business prevents my accepting your invitation to attend your court in connexion with the latter case, but Mr. Gubbins of the British legation, who is well acquainted with the Japanese language, will represent the consulate at the hearing. I trust that you will kindly provide a seat on the bench for that officer and allow him to assist the plaintiff in conducting his case.

I have, &c.

Honda Takakado Esq B.V.C. [175]

Judge of Saibansho Yedo Feb. 9. 1875

Tsukiji

No. 5

Sir,

With reference to your letter of the 30th ultimo inclosing a plaint of Uyeno Kohachi against George Marshall, I have the honour to inclose, herewith, the answer of the defendant to the petition of the plaintiff.

I have, &c.

Honda Takakado Esq B.V.C. [176]

Judge of Saibansho Yedo Feb. 11. 1875

Tsukiji

No. 6

Sir,

I have received the inclosed letter from Mr. Crosby on the subject of his claims, pending before your court, against Tamagawa Taizo and Sanada Tsusui. Having had no communication from you since I forwarded to you Mr. Crosby's letter in No. 36 of the 29th July last, I have to request that you will be so good as to inform me without delay how these cases stand.

I have, &c.

Honda Takakado Esq B.V.C. [177]

Judge of Saibansho Feb. 11. 1875

Tsukiji

No. 7

Sir,

The last communication which I received from you relative to the affairs of Iwata Jihei and Miura Hejiro, is dated the 18th of September of last year. I have now the honour to inquire whether any further instalments have been paid by these debtors, and, if not, what arrangements they have made, or propose to make, to discharge their obligations towards their English creditor.

I have, &c.

Honda Takakado Esq

B.V.C.

[178]

Judge of Saibansho

Yedo March 6. 1875

Tsukiji

No. 8

Sir,

With reference to your letter of the 23rd ultimo relative to the plaint of Uyeno Kohachi against George Marshall, I beg to inform you that this case is set down for hearing on the 16th instant at 10 o'clock in the forenoon; and to request that you will notify the plaintiff of the said time of hearing.

I have, &c.

Honda Takakado Esq

B.V.C.

[179]

Judge of Saibansho

Yedo March 20. 1875

Tsukiji

No. 9

Sir,

I beg to inclose to you herewith copies of two Japanese documents referring to a loan contracted by Shimada Hachirozayemon on his silk store in Owaricho, Tokio. The paper A is a deed of mortgage from Shimada to the Horaisha which that bank has transferred to Messrs. Strachau and Thomas of No. 63

Yokohama. The paper B is a list of the goods on which the money has been advanced.

Messrs. Strachau and Thomas desire to have their mortgage registered in the Japanese court having jurisdiction in the matter; and I have therefore the honour to request that you will cause the said mortgage to be registered in the name of that firm with as little delay as possible. The speedy registration of the security for the loan in question is of great importance, and I shall be glad to be informed by you that my request has been attended to at once.

I have, &c.

Honda Takakado Esq

B.V.C.

[180]

Judge of Saibansho

Yedo March 20. 1875

Tsukiji

No. 10

Sir,

I have received your letter of the 16th instant forwarding a claim from one Yamazaki Hanyema against Heyadebe (Hare David) for a balance of accounts of 80 yen on which the plaintiff claims no less than 272.49 yen for interest. This claim is so preposterous that it amounts to a contempt of court. People preferring such ridiculous claims should be punished rather than assisted. Unless the plaintiff sues the defendant simply for the balance of the principal (80 yen) leaving the interest, if any, due to him to be determined by the court, I cannot entertain his claim.

I have, &c.

Honda Takakado Esq

B.V.C.

[181]

Judge of Saibansho

Yedo March 23. 1875

Tsukiji

No. 11

Sir,

The inclosed letter from Mr. Eaton refers to a fraud committed upon him by one Mori Kiuske who by means of false representations has succeeded in obtaining from Mr. Eaton the delivery of medicines to the value of 1257 yen for which the said Mori Kiuske has given him a promissory note, and of which the inclosed Japanese document is a copy. I have the honour to request that you will be so good as to cause the said Mori Kiuske and his banto at once to be arrested and to be dealt with according to law.

I have, &c.

Honda Takakado Esq

B.V.C.

[182]

Judge of Saibaŋsho

Yedo March 25. 1875

Tsukiji

Yedo

No. 12

Sir,

With reference to my letter No. 9 of the 20th instant I now beg to state to you that Messrs. Strachau and Thomas have informed me that they intend to take legal proceedings against the Horaisha for the recovery of the money advanced by them to Shimada, and that it is therefore desirable that the registration of the securities on the property of their debtor, should for the present be deferred until further notice. I have accordingly the honour to request that the registration of the securities in question be allowed to stand over until you again hear from me on the subject.

I have, &c.

Honda Takakado Esq B.V.C. [183]

No. 13 Yedo April 9. 1875

Sir,

With reference to the plaint of the Saito Otokichi against Blockley forwarded to me in your letter of the 30th of March, I have the honour to inclose to you herewith the answer of the defendant for transmission to the plaintiff.

I have, &c.

Honda Takakado Esq B.V.C. [184]

Judge of Saibansho Yedo April 17. 1875

Tsukiji

No. 14

Sir,

With reference to your letter of the 6th instant forwarding a claim from Okada Heima against J. C. Hayes for 1750 yen due on a promissory note, I beg to state to you, for the information of the plaintiff, that I have this day issued a decree ordering the defendant to pay forthwith into the registry of this court the sum of 1750 yen principal, together with 70 yen for four months interest.

Honda Takakado Esq B.V.C. [185]

Judge of Saibansho Yedo April 19. 1875

Tsukiji

No. 15

Sir,

My attention has been drawn to the use by you in your letters to me of the character 入 which, I understand, is only employed when a superior writes to an inferior. I trust that you will discontinue to use that character when

writing to me and that you will substitute for it the proper character 進 .

I have, &c.

Honda Takakado Esq

B.V.C.

[186]

Judge of Saibansho

Yedo April 23. 1875

Tsukiji

No. 16

Sir,

On the receipt of your letter of the 14th instant stating that Kohachi cannot accept the proposal of George Marshall to pay off his debt by monthly instalments of 10 yen, I ordered the said defendant to appear before me for the purpose of ascertaining what means he possesses to discharge his debt; and he has informed me that the Yedo butchery is the property of an American citizen named Clarke, that he himself is only an employee of the said Clarke, and that his wages do not admit of his paying more than what he has offered to pay, namely, 10 yen per month. Under these circumstances I do not see that I can do anything more in the matter, unless the plaintiff be in a position to prove that what Marshall has stated to me is untrue.

I have, &c.

Dft

B.V.C.

[187]

Honda Takakado Esq

Yedo April 29. 1875

Judge of Saibansho

No. 17

Sir,

I have duly considered the agreements of the plaintiff in the case of Saito Otokichi against Blockley, which you forward to me in your letter of the 26th

instant, and I now beg to inform you that I shall hear the agreements on both sides in open court on 15th day of May at 10 o'clock in the forenoon.

I shall also cause to appear the two witnesses Peummer and Wills; but as they both reside at Yokohama. I must ask the plaintiff to deposit in my court the sum of ten dollars to defray the travelling expenses of the said witnesses, \$5 being usually allowed to each witness. As soon as the above mentioned sum has been lodged at the consulate, I shall issue the summonses to the said witnesses.

I have, &c.

Honda Takakado Esq

B.V.C.

[188]

Judge of Saibansho

Yedo May 4. 1875

Tsukiji

No. 18

Sir,

Mr. Woothan has complained to me that the Japanese subject, whose name I inclose herewith, owes him ten rios and that he is unable to obtain payment of the same. I forward the promissory note in original, and shall be glad to hear from you that the Japanese debtor has been ordered to pay the amount due to Mr. Woothan.

I have, &c.

Honda Takakado Esq

B.V.C.

[189]

Judge of Saibansho

Yedo May 4. 1875

Tsukiji

No. 19

Sir,

I beg to forward to you, herewith, copy of a letter which I have received from Mr. I. H. Smith complaining that his former banto Sokichi owes him money and also refuses to deliver some goods belonging to Smith but which Sokichi keeps in his godown. I shall feel obliged if you will give this matter your early attention.

I have.

Honda Takakado Esq

B.V.C.

[190]

Judge of Saibansho

Yedo May 8. 1875

No. 20

Sir,

In reply to your letter of the 30th ultimo relative to the claim of Kohachi against Marshall I beg to inform you that the defendant is very ill and that is doubtful whether he will recover from his illness. Under these circumstances I am unable for the present to re-examine him as to his means of discharging his debt to the plaintiff; but I have no reason to doubt that he has made a correct statement of his affairs, and that he is not in a position to do more than pay 10 rios a month.

As regards the statement of Kohachi that he trusted to me that Marshall would duly discharge his obligation because the seal of my office is attached to the document, I think it hardly necessary to permit out to you that this office in affixing its seal to documents which are signed between parties at the consulate, does not assume any responsibility whatsoever, nor guarantee in any way that the contracts so signed and sealed will be carried out.

I have, &c.

Honda Takakado Esq B.V.C. [191]

Judge of Saibansho Yedo May 8. 1875

No. 21

Sir,

In reply to your letter of the 6th instant I beg to congratulate you on your promotion as an officer of the 6th class.

I have, &c.

Honda Takakado Esq B.V.C. [192]

No. 22 Yedo May 19. 1875

Sir,

I have the honour to forward to you, herewith, a plaint from Mr. Dunbar against Kubo Riozou for breach of contract. I shall be glad if you will give this matter your early attention and inform me when the case is coming on for hearing.

I have, &c.

Yamamoto Masami Esq B.V.C. [193]

Acting Judge Yedo May 22. 1875

Tsukiji

No. 23

Sir,

Judgment has this day been delivered in this court in the action of Saito Otokichi against Blockley, and the defendant has been ordered to surrender the house at once to the plaintiff. The plaintiff did not appear to hear the judgment.

I have, &c.

Dft B.V.C. [199]

Matsuoka Yasunori Esq Yedo Sept. 13. 1875

Judge of Saibansho

No. 29

Sir,

I have the honour to forward to you herewith, in original, a claim from I. H. Smith, of No. 87 Yokohama, against Takata Shinsky, of No. 11 Toshimacho Sanchomi Yedo, for breach of contract. The plaintiff claims from the defendant the sum of 50 rios being the amount of bargain money advanced to the defendant on a contract which he has not fulfilled. I trust that you will deal with the matter at your earliest convenience according to law.

I have, &c.

Matsuoka Yasunori Esq B.V.C. [200]

Judge of Tokio Saibansho Yedo Sept. 27. 1875

No. 30

Sir,

I have the honour to forward herewith a petition from W. P. Kent, a British subject, against a Japanese named Kinoshita of No. 81 Gakwunsha Shiba Sannai Yedo. The plaintiff claims from the defendant the sum of \$291.50 for wages due to him, for money advanced to the defendant and for loss incurred by the plaintiff in consequence of breach of contract. I trust that you will at your earliest convenience deal with the matter according to law.

I have, &c.

Matsuoka Yasunori Esq B.V.C. [201]

Judge of Tokio Saibansho Yedo Sept. 27. 1875

No. 31

Sir,

Mr. Crossby having transferred to Yoshimidzu Gengiu of No. 58 Tashimacho Asakusa his claim against Tamagawa Taizo, I have the honour to request that you will pay the said Yoshimidzu the 62 yen and 82 which you have recovered from the defendant as reported in your letter to me of the 15th July last.

I have, &c.

Matsuoka Yasunori Esq B.V.C.

[202]

President of Tokio Saibansho Yedo Oct. 2. 1875

No. 32

Sir,

With reference to your letter of the 3rd of August relative to the absconding of Mr. Smith's former banto, I have now the honour to request that pending the return to Yedo of the defendant, you will allow the plaintiff to take delivery of a case of waterproof coats which the defendant has stored for him in his godown. Be so good as to direct one of the officers of your court to accompany Mr. Smith to the godown in which the said waterproof coats are deposited, and to inform me of the day and hour at which the plaintiff can take delivery of his property.

I have, &c.

Matsuoka Yasunori Esq B.V.C.

[203]

President of Tokio Saibansho Yedo Oct. 20. 1875

No. 33

Sir,

had rejected the appeal of Kubo Rioson and that he had been ordered to satisfy the judgment which had been given against him in the lower Court. Mr. Dunbar informs me that the defendant has as yet only paid him \$20 although he has promised in the inclosed letter to pay the whole amount due to the plaintiff. I beg to request that you will be so good as to order the defendant to discharge his debt without further delay.

I have, &c.

Matsuoka Yasunori Esq B.V.C. [206]

President of Tokio Saibansho Yedo December 28. 1875

No. 36

Sir,

In your letter of the 20th of November you say with reference to Mr. Smith's waterproof coats; "even if Mr. Smith can bring unmistakable proof that the box is his, I cannot arrange to have it given up until I have learnt from Sokichi whether it is true or false that he received it from Mr. Smith."

As, however, the said Sokichi has absconded and his present place of abode is unknown to you, I do not think that you are justified in withholding from its legitimate owner the said box of waterproofs. This box is the property of Messrs. Lane Crawford & Co of No.59 Yokohama, whose agent Mr. Smith was at the time he delivered it to Sokichi, and I inclose herewith a sworn declaration or affidavit which ought to leave no doubt in your mind that the box is the property of the people who claim it. I trust that you will order the immediate delivery of the box to Messrs. Lane Crawford & Co or their agent.

Dft B.V.C. [207]

Mr. Dohmen Yedo May 20. 1874

to

Ozaki Tadaharu

President of Judicial Court Yokohama

Sir,

I have the honour to acknowledge the receipt of your letter of the 5th instant forwarding a claim for 625 yen of Akimoto Kihei of Yokohama against W. Dunbar of Yedo on account of an alleged breach of contract. The petition having been served with defendant, I now beg to inclose herewith a motion by Mr. Nep, defendant's counsel, praying that the plaintiff be ordered to give security in the sum of \$500 on account of his being a Japanese subject and out of the jurisdiction of this court.

This motion being in accordance with the rules of procedure, I have granted the same and made an order accordingly; and as soon as this order is complied with, the defendant will be called upon to put in his answer to the petition. The said security should consist of a bond instead of a deposit in money, it will be necessary for you to inform me that the plaintiff has the means of meeting the bond in the event of his being called upon to do so.

I have, &c.

Dft

B.V.C.

[208]

Mr. Dohmen

Yedo June 8. 1874

to

Ozaki Tadaharu Esq

Yokohama

Sir,

In reply to your letter of the 21st instant requesting the order made by me on the motion of the defendant in the case of Akimoto Kihei vs. Dunbar, that

the plaintiff do give security in the penal sum of \$500 for costs in the said suit, be cancelled, on the ground that in suits between my countrymen and Japanese no security has ever been called for, I can only refer you to the clear and precise wording of the rule under which I have granted the motion. This rule (253) says; "He (the plaintiff) must also give security for costs and fees by deposit or by bond in the penal sum of 500 dollars."

This is out law in the subject, and I have no power to alter or ignore that law in favour of Japanese suitors. It is otherwise as regards "court fees" which are not demanded from Japanese, because rule 343 under which they are levied leaves it to the discretion of the court to reinstate any such fee, wholly or in part, as it thinks fit. Under these circumstances I regret to be unable to accede to your request.

Dft

B.V.C.

[209]

Mr. Dohmen

Yedo Sept. 19 / 74

to

Kitabatake Harufusa Esq

Chief Judge

Tokei Saibansho

Yedo

Sir,

In reply to your letter of the 13th instant complaining that the wife of my countryman Thompson residing at Tsukiji, has been assaulting a Japanese named Date Soyemon, I beg to inform you that no married British subject of that name is residing at Tsukiji or anywhere else in Yedo. Perhaps you mean the foreign woman who keeps the Yedo Hotel at Tsukiji which had formerly been kept by Thompson an American citizen, but which, as I understand, now

belongs to that woman alone. If so, I really do not know to what nationality she belongs. She once told my constable that she was an American citizen, but I have reason to doubt that the American consul will recognize as such. Her proper name, I believe, is Allmond, and to the best of my knowledge she is not under the protection of my foreign consulate. If, therefore, the American consul should also decline to deal with the case, you might, I think, summon her before a Japanese court, to answer to the charge, as a non-treaty subject.

I have, &c.

Kitabatake Harufusa Esq B.V.C.

[210]

President of Tokio Saibansho Yedo Nov. 19. 1874

Sir,

I cannot express myself more clearly on the subject of the money paid into my court by G. Marshall, than I did in my letter of the 3rd instant. If you are unable or unwilling to understand the meaning of that letter, this surely is not my fault. In acknowledging the receipt of your letter of the 18th instant. I can therefore only refer you to my previous communications of the 22nd October and 3rd November.

I have, &c.

Kitabatake Harufusa Esq B.V.C.

[211]

President of Tokio Saibansho Yedo Nov. 3. 1874

Sir,

With reference to your letters of the 23rd and 30th ultimo on the subject of the compensation paid by George Marshall on account of the jinrikisha man Matsumoto Kanejiro, I beg to refer you to my letter of the 22nd of October, in which I informed you that the amount paid by Marshall was at your disposal,

which means that it will be paid to your order whenever you choose to send for it.

I have, &c.

Kitabatake Harufusa Esq B.V.C. [212]

President of Tokio Saibansho Yedo Nov. 3. 1874

Sir,

In reply to your letter of the 28th ultimo informing me that you have recovered some stolen property belonging to the English firm of Togusukoru & Co, I beg to inform you that no such English name exists in Yedo or anywhere else in Japan.

I have the honour to be,

Sir

Your obedient servant

Dft B.V.C. [213]

Mr. Dohmen Yedo Oct. 22. 1874

to

Kitabatake Harufusa Esq

Tokei Saibansho

Sir,

I have the honour to acknowledge the receipt of your letters of the 15th and 19th instant on the subject of a claim made by Matsumoto Kanejiro against George Marshall on account of some damage done by Marshall's carriage to plaintiff's jinrikisha; and to inform you that Marshall has paid to this office the amount claimed in your communications and that the same is at the disposal of your court.

informed you that the amount paid by Marshall was at your disposal, which means that it will be paid to your order whenever you choose to send for it."

Surely I could not express myself more plainly to make you understand that I had not the slightest intention of complying with your request to forward the money to your office; and I must therefore express to you my surprise that you have nevertheless repeated your unreasonable request. I trust that you will consider this unnecessary correspondence as closed.

I have, &c.

Dft

B.V.C.

[216]

Kitabatake Harufusa Esq

Yedo Dec. 1. 1874

President of Tokio Saibansho

Sir,

In your letter of the 29th ultimo you request me to furnish you with my reasons in full for not forwarding to your court the money paid into this office by G. Marshall on behalf of Matsumoto Kanejiro. Although I do not feel called upon to explain to you my action in this or any other matter with which I may have occasion to deal in my capacity of British magistrate for Yedo, still as you seem to be ignorant of the usages and practices between courts, I beg to inform you that the rule is, that money payments are made to the parties entitled to receive them, in the court of the nationality to which belongs the party who has been ordered to pay the money. Thus, if a Japanese is ordered by a native court to pay money to an Englishman, the latter receives his money in the Japanese court; and if, on the other hand, an Englishman is ordered by a court of his own country to pay money to a Japanese, the latter receives the money in the English court. This rule is invariably adhered to at all the open ports of this country, and in asking me to depart from it, you merely consult the

convenience and dignity of your own court, but utterly disregard the convenience and dignity of my court.

The case of Inspector Peacock of the Legation Escort, to which you refer, is altogether of a different character, inasmuch as the money payment by order of the British Minister to the injured woman was a voluntary compensation and not the result of any judicial proceedings, and this case does not, therefore, constitute a precedent in support of your request.

To prevent the recurrence of a similar correspondence it seems to me desirable that all Japanese claims against British subjects should in future be forwarded to this court by the judicial court at Tsukiji which has been established for the especial purpose of dealing with international cases, and the judge of which is thoroughly acquainted with the consideration due to foreign courts, of which you seem to be ignorant. I cannot undertake to answer any further letters which you may seem fit to address me on this subject.

I have, &c.

Kitabatake Harufusa Esq

B.V.C.

[217]

Judge of Tokio Saibansho

Yedo Feb. 4. 1875

Sir,

I am sorry to learn from your letter of the 31st January that my not answering your letter of the 10th December has caused you inconvenience; but if you tell me in one letter that the stolen articles belong to my countryman Zetanison, and in another that they are the property of my countryman I. Towhin, both of which names are utterly unknown to me, I do not see what advantage is to be gained by replying to such communications.

Having informed you, in answer to another letter from you dated the 28th October, that the name of the so-called Englishman Togusukoru did not exist in

Japan nor anywhere else, I should have thought that you would have taken a little more □□□ to ascertain the real names or at least the residences of the individuals concerned in the matter. I can only say, in answer to your last communication, that the name of Towhin is as unknown to me as the other names mentioned in your previous letters.

I have, &c.

Kitabatake Harufusa Esq B.V.C. [218]
President of Tokio Saibansho Yedo March 2. 1875
Sir,

I have the honour to acknowledge the receipt of your letter of this date referring to an indecent assault committed by an Englishman named Macrae on a Japanese woman; and I □□□ to inform you that as the said Macrae belongs to Yokohama, the complaint must be laid before Her Britannic Majesty's Court of that port. In order to save you the trouble to copy these documents again, I return the same to you herewith in original.

I have, &c.

Kitabatake Harufusa Esq B.V.C. [219]
President of Tokio Saibansho Yedo March 3. 1875
Sir,

With reference to your charge against Mackay I beg to inform you that I shall hold a preliminary examination tomorrow at 2 o'clock in the afternoon, and for this purpose it is necessary that the witnesses for the prosecution do attend my court at that time.

Should the witness Osetsu be too ill to appear, the other witnesses must appear all the same as it will depend upon the evidence of those witnesses whether

interest thereon as per agreement. As this is a case of great importance I beg to request that the petition be at once served on the defendants and that they be ordered to file their answer with as little delay as possible.

With respect and consideration.

M : D

Kitabatake Harufusa Esq B.V.C.

[222]

President of Tokio Saibansho Yedo April 15. 1875

Sir,

In your letter of the 10th instant you state that you wrote to me on the 7th of last month to request that I should ascertain from George Marshall the value of a sheep which Ito Gingiro has stolen from him, and that you now remind me of that request.

I beg to state to you, in reply, that I have received no such communication from you as mentioned in your letter and that I feel surprised that you should remind me of a request which has never come to my knowledge. As the same mistake on your part has occurred before in the case of an Austrian subject, (see my reply dated 25 February 1875) I must ask you to make sure in future as to the correctness of what you write to me, for such reminders are exceedingly objectionable if they are based on mistakes. Marshall has informed me that the value of the stolen sheep was twelve dollars.