

Labor Contracts and Labor Relations in Early Modern Central Japan

Based on a collection of labor contracts, letters and other documents, *Labor Contracts and Labor Relations in Early Modern Central Japan* examines the legal, economic and social relations of labor as they developed in the commercial enterprises of Tokugawa Japan. The urban focus is Kyoto, the cultural capital and smallest of the three great cities of the Tokugawa period, but the data comes from a wider region of commercial and castle towns and rural villages in central Japan.

Tokugawa businesses were family firms, but the system differed from that found in European cities at this time, and differences in family practice also resulted in a different organization adapted to business needs. This semi-public family environment also lent itself to conflict as outsiders were incorporated into family space, hierarchies and affairs. Conflict and its resolution is a topic of special interest in this study. Problems such as embezzling, stealing and absconding, and the mechanisms developed to address these problems in the paternalistic environment of family firms, are portrayed through letters and other documents of accusation, investigation, apology, reconciliation and punishment. Numerous translated excerpts of documents written by and for workers and employers bring the voice of the people to life in this analysis of labor relations.

Mary Louise Nagata is an Associate Member at the École des Hautes Études, and has also been teaching East Asian and Japanese History at the University of Minnesota.

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Labor Contracts and Labor Relations in Early Modern Central Japan

Mary Louise Nagata

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Acknowledgments

I fell into the topic of this research through a combination of coincidences. I was a non-degree research student at Kyoto University from 1984 to 1989. In 1988, Professor Asao Naohiro received a rich collection of documents from the Kamikawa family for Kyoto University Museum. The businesses of this family were publishing and tobacco shops during the Tokugawa period and they were also active in the *Shingaku* intellectual movement. Professor Asao laid piles of papers on tables around the room, in our class for reading historical documents, and indicated that we students should find a pile and start cataloging. The pile I happened to choose contained documents on labor contracts.

By chance, I had also begun the study and practice of kabuki-style narration called *katarimono* in the Tokiwazu tradition from 1984. At the time that I was cataloging the Kamikawa labor contracts, I also happened to be learning the tale “Ninokuchi mura Umegawa Chūbei” in the version where Chūbei is a young man from Ninokuchi village employed by an Osaka merchant. For the time being, I merely noted that Chūbei would have had a contract similar to those I was cataloging and the tale suggested that this sort of labor migration was rather common during the Tokugawa period.

I moved to Hawai‘i in 1989 and entered the graduate program there. While reviewing the research literature, I was surprised to discover that there was not very much published in English on the commercial and proto-industrial labor of Tokugawa Japan. Moreover, what little had been published contradicted what I had seen in the documents I cataloged. This then became my choice of research topic and the numerous miscellaneous documents that illustrated conflict resolution and other relations were a bonus I discovered while hunting contracts.

I have many people that deserve to be acknowledged for this research, beginning with Professor Asao Naohiro for my initial access to the Kamikawa documents and later use of the Sugiyama documents. Professor V. Dixon Morris, formerly of the University of Hawai‘i, directed me to focus on this topic and my dissertation committee led by Professors Paul Varley and Sharon Minichiello forced me to tighten things up in the original version of my dissertation. This research has come a long way since then.

I also had advisers in Japan for that early stage of the research, who I considered to be my unofficial dissertation committee, including Professors Hayami Akira and

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Hayami Akira also recruited me as a post-doctoral research fellow with the EurAsian Project (EAP) on Population and Family History at the International Research Center for Japanese Studies. The EurAsian Project introduced me to population registers and research in historical demography and family history. My understanding of the Japanese stem family system and its adaptation to business needs owes much to my association with the EAP. The work I did comparing labor migration in central and northeastern Japan, using the population registers of the project, nicely supplemented my work on labor contracts and contributed much to my understanding of the system. It had the added benefit of giving me more practice in reading original documents.

I must also mention my European colleagues, who work on European family firms, for showing me how family firms worked in a different family system and under different legal constraints.

Finally, I give many thanks to my husband Koki Nagata for insisting that I approach Kyoto University to further my studies in the beginning; finding me a shamisen teacher, who then introduced me to Tokiwazu narration, and generally supporting my studies and research while we raised two boys. He also endured periods of long-distance marriage so that I could complete various stages of the research and he played a crucial role in forcing me to bring the manuscript to completion.

1 Capitalism, industry and the organization of labor

Wage labor played an important role in the economic and social systems of early modern Japan. Labor migration was an integral part of the demographic and family systems influencing the age patterns of leaving home and marriage, as well as inheritance practice. The income generated by the wage labor of family members contributed to the economic stability of small farms and the skills learned through service and apprenticeship allowed the spread of skilled proto-industrial production in the countryside.

Wage labor was also an important part of the commercial economy. Commercial and manufacturing enterprises of varying sizes in a variety of industries such as textiles, paper, dyeing and brewing relied upon wage labor for both production and management. Skilled labor was generally trained in-house through apprenticeships, while unskilled or semi-skilled labor tended to be hired on a casual basis.

The commercial and industrial development of early modern Japan provided an important foundation for the economic development of modern Japan. Walk into any liquor store, or look at other businesses, and the evidence is there for anyone to see. The labels for various brands of sake and soy sauce proudly announce that their breweries were founded in the sixteenth or seventeenth centuries. Major department stores, such as Takashimaya, Daimaru and Mitsukoshi, were established in the seventeenth and eighteenth centuries. Mitsui and Sumitomo, two of the famous four *zaibatsu* monopoly capitalists of the early twentieth century that remain important financial and industrial capitalists today, established their businesses in the seventeenth century. In addition to these large, well-known businesses, there are numerous medium and small enterprises established during the early modern period that survive to the present.

The organization of labor, labor markets and labor relations play an important role in the histories of these older companies. Their traditions regarding labor have influenced later developments, the adaptation of new or foreign methods of management and the labor relations in newer businesses. Moreover, the very existence of these businesses – representing the commercial and industrial economy – is important to understanding this period of Japanese history, which is known also as the Tokugawa period (1603–1868) for the ruling political regime. The continued survival of small, medium and large businesses established during the Tokugawa period also suggests continuity in management practice and labor

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relations, as well as change and adaptation to later developments such as the Industrial Revolution.

Written labor contracts are an important aspect of labor relations. A written contract provides objective evidence of the contract relation and the contract agreement. Labor contracts reveal the economic relations of labor and the mechanisms developed to resolve conflict. Since contracts tend to specify preventive measures against potential conflict, this information can also reveal the areas considered as having potential for conflict. Information in a contract can also provide evidence of hiring patterns and the labor market. This study uses early modern labor contracts and other documents collected from a wide variety of businesses in central Japan.

The organization of labor in early modern Japan developed with little or no outside influence. Yet many enterprises from this period were able to meet the challenges of time, mechanization, and the global economy of the twentieth century. Economic and social historians have far too often focused on Britain or the United States as the only models for successful development. The labor and business practices of Tokugawa Japan provide an alternative developmental background for a successful modern national economy.

In this first chapter, I outline the historical and theoretical framework for this study, as well as survey the literature on the topic. A complete survey and discussion of the research literature on the economic history of Tokugawa Japan would be an entire book in itself. Therefore, the survey is limited to the major themes and debates regarding the social economy of Tokugawa Japan as they have changed over time. Finally, I introduce my data, sources and methodology and outline the remaining chapters of this study.

Changing perspectives on Tokugawa Japan

Much of the research on Tokugawa Japan can be characterized as a debate over which model taken from the Western European historical tradition best describes Tokugawa Japan and what can then be said about Tokugawa society based on the model. This debate has continued for more than a century and still continues today. The inability to gain a consensus on the appropriate model is partly due to changes in these models over time, but also because the fit of the closest models is uncomfortable.

In the debates that have unfolded since the end of the nineteenth century, the “feudal” point of view has probably been the most persistent. Great scholars like Max Weber considered Tokugawa Japan to be a feudal society, very much like Western Europe before the advent of capitalism, with the *shōgun* as the leader of a military aristocracy and the *daimyō* as his vassals. According to Weber, Japan’s peculiarity consisted in its strangulation of foreign trade, the absence of urban autonomy and the blocked development of a “bourgeois” class.¹

Several Marxist historians have supported a similar idea.² They interpret feudalism primarily as a specific mode of production, which is often characterized as follows: a society “dominated by the land and a natural economy, in which

neither labor nor the products of labor were commodities. The immediate producer – the peasant – was united to the means of production – the soil – by a specific social relationship. [...] The property was privately controlled by a class of feudal lords, who extracted a surplus from the peasants by politico-legal relations of compulsion”. This extra-economic coercion could take the form of “labor services, rents in kind, or customary dues owed to the individual lord by the peasant”.³

One of the first Japanese scholars arguing the feudal thesis was Uchida Ginzō, who emphasized Japan’s fragmentation into some 260 domains, each under the control of a lord called *daimyō*.⁴ From a Marxist perspective, Hattori Shisō made a similar argument in 1928.⁵

The feudal thesis was weakened, however, by scholars revealing the importance of non-feudal elements in Tokugawa society. Perhaps the first scholar arguing along these lines was Fukuda Tokuzō in 1900.⁶ Tsuchiya Takao, in 1927, discussed the development of a money economy and drew attention to its role in the breakdown of the feudal control of the Tokugawa house.⁷

Other scholars took up the debate from a cultural history perspective, arguing that Tokugawa society was quite modern and should be seen as a transitional period. This argument received the praise and support of the imperial Government and was therefore pushed aside in the post-war period. Hattori Shisō (1933) added to this perspective when he began the Manufactures Debate, arguing that the economy of the late Tokugawa period, particularly the manufactures, should be examined to determine its stage of capitalist development.⁸ Tsuchiya, in reply, argued that “manufacture” could not have been a common form of industrial organization during this period.⁹

The immediate post-war debate was further stimulated by the economic theory of Ōtsuka Hisao. Ōtsuka did not directly participate in the effort to characterize Tokugawa Japan. His concern was the application of Weberian theory upon European history. His major contribution to the Tokugawa debate was his thesis regarding the importance of the rise of manufactures to the transition to capitalism. By manufactures, Ōtsuka refers to the production in workshops and manufactories such as those found in eighteenth century England just before the Industrial Revolution. Thus, Ōtsuka saw manufactures as one step away from mechanized production.¹⁰ Ōtsuka’s thesis has many similarities to the later proto-industrialization theory developed by Franklin Mendels around 1970, although the Ōtsuka model also differs from the proto-industrial model in important ways. Most important for our purpose, however, is that Ōtsuka focused on the rise of manufactures as an important step in the transition from feudalism to capitalism, a topic of hot debate at this time. The manufactures of Ōtsuka’s model correspond to the proto-industries of the Mendels model.¹¹

In the post-war Tokugawa Manufactures Debate, all of the participants agreed that Tokugawa society was feudal, but their question now was whether it was *truly* feudal, or a transitional stage to capitalism. The feudal side of the debate also tended to see Tokugawa society as repressive and full of hardship for peasants and other commoners. The transitional side of the debate took a slightly more positive view. This debate took place at the same time as the Dobb–Sweezy debate and

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other debates regarding the nature of feudalism and the transition to capitalism, a period when the Western definitions of feudalism underwent some change.¹² The application of these models to Tokugawa Japan affected what scholars expected to find regarding labor and production in the Tokugawa economy.

One example of the “feudal” argument is from Honjō Eijirō, who argued that peasant hardship from feudal exploitation caused many peasants to be forced off the land. There is, however, little discussion as to what happened to these poor peasants after leaving the land, or where they went.¹³

An example of the manufactures and transition argument is a study by Fujita Gorō and Hatori Takuya on the economy of the Aizu domain. In this study, they examine the various types of labor relation – pawn service, wage service, and casual labor – for signs of the development of free labor and a proletariat. They concluded that these types could be considered free labor, but that only a portion of the last form, casual labor, could be considered a proletariat. Fujita and Hatori also examined the wealthy peasant class and their investment in manufactures. They concluded that this was largely private investment that was, however, not opposed by the feudal lord.¹⁴

The Manufactures Debate produced a large amount of excellent microlevel research that I rely upon as background for my analyses. This research has several general characteristics. The research focus was narrow, focusing upon one industry, one village, one district or one domain, such as the above research by Fujita and Hatori on the Aizu domain. Nevertheless, this narrow focus was often used to make broad generalizations regarding Tokugawa economy and society as a whole. They considered practices progressive and modern if similar to the Western European model and backwards if they differed from that model. In the study mentioned above, Fujita and Hatori made much of casual labor as free labor, but felt that much of it was backward, because it was seasonal labor performed by farmers in their off-season rather than by a landless proletariat.¹⁵

Around 1960, a new movement in the study of Tokugawa economic history appeared under the influence of Western scholars applying modernization theory to Tokugawa Japan. The Tokugawa regime could hardly be thought of as modernizing society in the Western sense, since many of the progressive practices noted in modernization theory were regarded as undesirable. Nevertheless, modernization theory led scholars to consider social and cultural developments during the Tokugawa period – such as the spread of literacy – as important factors in the economic development of the later Meiji economy. This research trend has several important characteristics for the historiography of Tokugawa economic history. First, it opened the possibility for a positive interpretation of the research in the Manufactures Debate. Second, it re-defined the debate, to focus on the Tokugawa origins of later economic development, particularly the origins of Japanese capitalism. Third, scholars began considering Tokugawa society in relation to the rest of the world, and as part of the rest of the world, instead of as being wholly independent.

The examination of the Tokugawa economy for the roots of later economic development also had two opposing interpretations. One interpretation considered that the economic development of the Meiji period had its roots in the

Tokugawa economy. The work of Thomas C. Smith is characteristic of this perspective in his book *The Agrarian Origins of Modern Japan*, published in 1959. In this study, Smith focuses largely on the types of labor and labor relations found in rural villages, arguing that change was not sudden and that Tokugawa practices continued into the twentieth century. Also notable is that Smith brings family history into consideration.¹⁶

The opposing interpretation saw Meiji economic development and later modernization as a sudden rapid change. Johannes Hirschmeier, for example, focuses upon the question of how Meiji Japan made a great leap into industrialization from feudal Japan. Hirschmeier argues that rural manufacturing in Tokugawa Japan failed to move to modern industrial enterprise because rural success prevented rural–urban migration, which he saw as necessary for successful entrepreneurship. He also argues that technological backwardness and lack of government promotion were further factors behind unsuccessful development.¹⁷ In other work, he continues the pattern of the post-war Manufactures Debate of continuous comparison with a Western European standard with any differences seen as backward or wrong.¹⁸ Lockwood also follows this trend claiming that there was little trade beyond rice and some luxuries while acknowledging the existence of widespread manufacturing.¹⁹

Nevertheless, Japanese economic development in the 1970s and later was accompanied by more positive interpretations of Japanese history, particularly of Tokugawa Japan as the origin of Japanese modernity. Research focused on commercial development and standard of living, as well as the commercial importance of manufactures. Demographic patterns and analysis also came under consideration from this time.²⁰ Scholars began to focus more on commercial enterprises, instead of the organization of production labor in manufactures. In particular, the labor organization and business structure of major commercial enterprises, such as the Mitsui businesses, the Omi merchants, and Kikkoman soy sauce breweries, attracted attention.²¹

Around 1980, new trends entered the Western historical debate and these were applied to Tokugawa Japan. The main new concept that redefined manufactures and the Manufactures Debate was proto-industry and the proto-industrialization theory of Mendels. Saitō Osamu focused on the application of proto-industrialization theory to the Tokugawa economy in 1985, while also comparing the theory to that of Ōtsuka Hisao. According to Ōtsuka, rural industry developed in areas where farming was productive and could build up basic capital. Mendels, however, claimed that proto-industrialization occurred in areas where farming was not very productive. Mendels also took a demographic perspective, relating the issue of mechanization to population pressure rather than market pressures. Neither theory directly addresses the transition to mechanized industry.²²

The differences in the two theories have a potentially major effect upon the interpretation of research findings. Scholars using Ōtsuka's theory to investigate the regions where manufactures were important in the late Tokugawa period would expect agriculture and the local markets to be relatively advanced compared to other regions, whereas those using the proto-industrialization theory

would expect the opposite. This difference became important later, when scholars began integrating the findings from micro research into a macro view of Tokugawa economic history.

Saitō also made his comparison with England explicit, devoting several chapters in his study to analysis of English data and comparing these analyses with Japanese data. While the comparative approach was not new, former comparisons were implicit, based upon theories developed according to European models, rather than a direct comparison of data analyses. Saitō also argues that the Meiji Restoration was not an important watershed for Japanese economic history. Instead, he sees far more continuity and places the watershed in the early twentieth century. In other words, the Meiji economy was a continuation of the early modern economy that developed under the Tokugawa regime.²³

Even though Saitō took a comparative perspective, his work also signaled a new trend in Tokugawa economic historiography. From the late 1980s, Japanese scholars have begun to rebel against the implicit and negative comparison of Tokugawa Japan to Western historical models, particularly feudalism, and argue that analysis of the Tokugawa economy, now called early modern, should stand on its own. Behind this movement is recognition of the validity of difference and a confidence gained from Japan's post-war economic progress. In other words, scholars stopped insisting that Japan should have followed the same developmental path as Europe in order to reach a comparable economic standard in modern times. That is not to say that the feudal thesis has been overturned. Indeed, there are still scholars who insist upon the term. However, more and more scholars are avoiding the term, or arguing against it.

This viewpoint can be seen in the new efforts to integrate the microlevel research into a macro view of Tokugawa economic history. In 1988, Hayami Akira and Miyamoto Matao published the first of eight volumes on the economic history of modern Japan, beginning with the early modern period. In this first volume, Iwahashi Masaru argues that the definition of "feudalism" does not apply to Japan at any point in history.²⁴ Hayami Akira also argues for an "Industrious Revolution" as a counterbalance for the Industrial Revolution in raising the standard of living and as an engine for economic development during the Tokugawa period.²⁵

In the second volume, published in 1989, Saitō shows that although "farmers" comprised around ninety percent of the population of each domain, agricultural production accounted for only fifty to sixty percent of regional production. Thus non-agricultural production was an important part of the economic production in the "agricultural" sector of regional economies. Thomas Smith also made this argument in 1988 on a more local level. Now the argument is extended to the macro level.²⁶

John Whitney Hall also discusses this new view in his introduction to the early modern volume of the *Cambridge History of Japan*, in 1991, noting that the vocabulary evolved by historians working with primary sources is "perfectly capable of identifying and analyzing the Japanese case on its own terms".²⁷

Also important to the historiography of the Tokugawa period is the eighteen volume series focusing on early modern Japan, published under the leadership of

Asao Naohiro, beginning in 1991.²⁸ Asao opens the first volume of the series with a critical review of the historiography of the Tokugawa period, questioning how Tokugawa Japan gained the “feudal” characterization and the negative reputation. Although Asao had previously taken the feudal perspective himself, he now argues that the feudal model does not correctly characterize Tokugawa society. Instead, Asao makes a strong argument that the application of models from the historical background of advanced nations denies the historical validity of political losers, both between nations and within nations. He further argues that each group should be examined on its own merit, as each followed a variety of paths to modern society as it exists today.²⁹

One of the most aggressively revisionist studies published recently is Tanaka Keiichi’s study of rural society in Sado island and Kōzuke and Echigo provinces. He uses primary data, such as village records, contracts, diaries, domain records and other data, to address and refute point by point the arguments and claims of the feudal hardship model. He argues that domain and even “national” policies and edicts were situation-specific reactions to specific events and should not be interpreted as permanent or taken out of context. One of the strengths of his argument is that his data is taken from land under the direct administration of the Tokugawa house and therefore represents the management practices of the ruling regime that were highly influential upon other “private” domains.³⁰

Another trend since the 1990s is greater attention paid by Western scholars to original research in Tokugawa economic history from a variety of perspectives. Gary Leupp, for example, uses the feudal model to characterize Tokugawa society in his study of urban labor published in 1992. Nevertheless, he admits in the prologue that his focus is on wage labor and the development of capitalist production relations.³¹ Conrad Totman, however, avoids such models and uses the “early modern” characterization in his 1995 study of the lumber industry.³² “Proto-industrial” is the characterization that Edward Pratt uses in his study of the rural elite.³³

In short, the historiography of Tokugawa Japan, particularly with regard to economic and political development, was long characterized by comparison to models derived from European history. The models changed and developed over time and the fit, when applied to Tokugawa Japan, has never been a comfortable one. In recent years, a new trend has been to allow Tokugawa history to stand on its own merits rather than insist upon judging it by outside models. The historiography of Tokugawa Japan shows how easily interpretation is influenced by contemporary politics. At the same time, this historiography also testifies to the relevance Tokugawa society had and continues to have for modern Japan.

Capitalism, proto-industry and labor in Tokugawa Japan

Theoretical models are useful tools for making sense of the immense wealth of historical evidence. This evidence, in turn, should be used to modify the models that are a mere starting point for understanding. An important point to remember is that “different” does not equal “backward”.

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

By “capitalism”, I refer to a system in which people with money and resources, called capital, invest this capital to make a profit. Capital investment includes the tools and raw materials to manufacture products for sale, as well as the labor-power needed to produce and sell those products. The skills of the laborers are important assets and the value of labor-power as a commodity can vary with the value placed upon these skills. When capital investment is directly used primarily to buy and sell products produced or manufactured by others, the system is called “mercantile capitalism”. When capital investment is used for manufacturing, this system is called “industrial capitalism”. However, industrial capitalism usually refers to mechanized manufacturing, so perhaps there should be another term called “manufacturing capitalism” that would encompass both mechanized and pre-mechanization manufacturing industry. “Financial capitalism” refers to a system in which money as capital is loaned to manufacturers, merchants and individuals for profit.

Ferdinand Braudel proposed a social model in which various forms of capitalism coexist. In his study of capitalism during the early modern period, he concludes with several pertinent points. He argues that capitalism has been potentially visible throughout time, and developed “down the ages”. He notes that there is a stage theory for the development of capitalism: mercantile capitalism to industrial capitalism to financial capitalism, in regular progression, until “true capitalism” is reached only in the final stages. Braudel rejects this theory, however, claiming that all the various forms were already in coexistence long before the eighteenth century. Furthermore, he sees the entire range of forms, including non-capitalist or “pre-capitalist” forms, coexisting today in modern society.³⁴

This model of an economy in which these various forms of capitalism coexist easily describes Japanese society during the Tokugawa period. Mercantile, financial and industrial (or manufacturing) capitalist enterprises certainly coexisted in Tokugawa Japan. Expanding labor opportunities and rural industry combined with labor shortage to shape the social and legal relations of labor and management, and the general social, economic and political framework of Tokugawa society. The economy was a continuum of capitalist forms with small-scale handicraft production, proto-industry, manufactory production, and managerial capital, coexisting in a society with considerable social, economic and geographic mobility.

The products of many industries were an essential part of the Tokugawa lifestyle. Sake, soy sauce, cotton textiles, paper, pottery, books, and ink are some examples of these products. Scholars have paid some attention to the production processes of these products and the organization of the market, as in the Manufactures Debate mentioned in the previous section, but little attention has focused upon the labor involved in overall production and marketing. This study explores

the structures of commercial and industrial labor in Tokugawa Japan. The focus is specifically upon contract labor and labor contracts, addressing three areas of interest, involving the organization of labor in larger manufacturing enterprises, the contract labor market and labor-management relations.

Karl Marx defined capitalist labor-power in his theory of capitalism as a commodity bought by the employer. The worker receives a wage paid by the employer and the employer profits from the worker's labor-power and skills, without passing that profit to the worker. Marx also gave further conditions. The worker must be a free laborer without the means to manufacture the product himself and the period of his hire must be set. The key point, however, is that the labor-power itself is the commodity and not the worker (as with slavery), or his products (as in petty commodity production).³⁵ This definition of capitalist labor-power also describes the labor relations in Tokugawa Japan. In later chapters, I show how legal agreements, labor-management relations and government policy treated the labor-power and the skills of a worker as commodities, even when the worker was essentially indentured, as well as when he was free.

Some scholars of early modern Europe apply the term "pre-industrial" to the several centuries before the Industrial Revolution to emphasize continuity with the medieval past. These scholars choose to emphasize the great rupture caused by the mechanization and factory production of the Industrial Revolution and the use of steam or other types of power to operate these mechanisms. Europe went through substantial changes during this period, however, including the spread of industry to new areas in the countryside and urbanization. Therefore, other scholars have chosen to emphasize industrialization as a long and slow process, rather than as a sharp change with mechanization. These scholars characterize this early modern period as "early industrial" or "proto-industrial".³⁶ Even so, the term "proto-industrial" seems to imply that these industries are not quite "real", as if only mechanized industries can be thought of in that way. When talking about the industrial production of this period, I would avoid the oxymoron of the term "pre-industrial industries", preferring to consider this period as one of early industry recognizing the validity of these processes.

Proto-industry is generally identified with cottage industry or the "putting-out system" in the ongoing debate regarding European industrialization, in terms of the sudden change of the Industrial Revolution or the slow change beginning with proto-industry. Urban merchant capitalists provided the tools and supplies for manufacture to rural cottagers, often farmers, who sold the finished product back to the capitalist less the original capital expenditure. The merchant capitalists, also called wholesaler merchants, subsequently sold the finished product for profit in distant markets.³⁷

Two changes in labor organization brought cottage industry closer to the social structures associated with the Industrial Revolution and industrial capitalism in the West. The centralized artisan workshop gathered many artisans together under one roof. Although each artisan continued to perform the entire production process from start to finish individually, the concentration of labor later allowed the capitalist to invest in machinery that would speed up production. Another

innovation was the division of the production process into several stages, each accomplished by a different household or group of households under the cottage industry system. When this division of labor was combined with the centralized workshop, the next logical step was the factory.³⁸

Sidney Pollard points out that manufactories, or “proto-factories”, developed simultaneously with the putting-out system. Some of these manufactories used the labor organization described above as centralized workshops. Others used the “modern” division of labor, in which workers, or groups of workers, accomplished each step of the production process in an assembly line.³⁹ He notes that proto-industrial labor was primarily involved in the textile industry, whereas the manufactories produced paper, glass and pottery. Larger, more complex organizations were found in mines, shipyards and breweries.

Paul Hohenburg claims that the scope of proto-industrial development was more revolutionary than subsequent technological advances. He notes that proto-industry flourished in many regions of England in 1800.⁴⁰ Certainly, if the manufactory organization described above developed before steam power was applied to mass production, then this change in labor organization cannot be attributed to the use of steam power and the technological development of the Industrial Revolution.

Much of the discussion regarding proto-industry and early industrialization assumes that factory production is naturally associated with the Industrial Revolution and mechanization using modern technology. The Japanese silk industry in Kyoto, however, shows that this is not necessarily the case. Tamara Hareven, in her study of the Nishijin silk weaving industry in Kyoto, points out that mechanization in the early twentieth century actually resulted in the reverse process. An industry characterized by centralized workshops and small factories in the nineteenth century became a cottage industry with the introduction of modern technology, even including recent innovations using computer technology. Thus, the process is not necessarily one of progress in a single direction toward mass factory production. Other factors can play an important role leading to unexpected results.⁴¹

The development of proto-industry in England contributed to several demographic changes that subsequently led to urbanization and industrialization. Cottagers participating in the cottage industry often did not continue their work as farmers. At the same time, developments in agriculture and enclosure allowed for higher agricultural production, while the cottage industry took up the labor slack. According to one version of the story, increases in the population resulting from affluence and better nutrition, together with new agricultural techniques requiring less labor, contributed to a labor surplus, and many workers were forced off the land.⁴² These workers migrated to the cities looking for employment and contributed to the urban labor surplus, becoming the proletariat of industrial capitalism.

Arthur Redford, however, proffers a different view of industrialization in England from a demographic perspective. Early factory owners actually had trouble finding full-time factory workers who would stay with their employers. One strategy they took to solve this problem was to hire children and young people as

parish apprentices, using the Poor Laws to gain access to this labor source. It was not until the mid-nineteenth century that population increases produced a surplus proletariat. Moreover, migration appears to have moved in ripples and waves, so people who left the farm for work did not migrate to distant cities and towns. Rather, they moved to the neighboring county displacing other workers who moved from there and so forth. Examination of the labor force hired by factories and other businesses during the peak of the Industrial Revolution shows that they migrated to the cities from the surrounding countryside and were probably not displaced because of enclosures or population excess.⁴³

In Tokugawa Japan, early industry took several forms. Rural households participated in the proto-industrial system in two fashions. Many households produced textiles, paper, pottery and other products as a form of agricultural by-employment. These villagers were farmers who either produced these market products in their free time, or divided their labor so the men worked the fields and the women manufactured the product. The latter division was common for cotton textile production.⁴⁴

Another form of production was what I call village-based cooperative industry, in which a number of villagers, all the men for example, cooperated to manufacture a product in a factory-style production. The villagers in this case pooled their capital to invest in the necessary tools, or received capital investment from wholesaler merchants.⁴⁵ Their profits were presumably divided according to the number of shares the household of each worker held in the village shareholding association that could be termed the “village corporation”. I regard this system as loosely based upon a proto-industrial “putting-out” system in which wholesaler merchants “put out” to village units instead of households. In both of these Japanese forms of rural industry, peasants that participated did not stop farming, nor did they leave their land. Early industrialization in Tokugawa Japan was shaped by labor shortage similar to that found by scholars of migration in early industrial England. However, the strategies taken by Tokugawa employers to deal with the labor shortage were different from those taken by English employers.

Politics is an important factor that distinguishes Tokugawa Japan from Western counterparts. Tokugawa enterprises operated in an economy that was subject to micro-management and manipulation by both central and local political authorities. Political authorities controlled or tried to control at various times money valuation, interest rates, commodity prices, migration, the right to participate in an industry, and numerous other factors relating to commerce, industry and the labor market. These authorities were not at all interested in modernization or innovation.⁴⁶ The story of commercial and early industrial labor in Tokugawa Japan is also the story of how Tokugawa employers operated within or bent these restrictions and constraints to survive and prosper.

Even though demographic issues such as labor migration, labor markets and hiring patterns are important to many of the above arguments, there is surprisingly little research on the demographics of contract labor in early modern Japan. In this study I investigate a number of issues using statistical and textual analysis of contracts and other documents. I investigate the labor sources for Tokugawa

enterprises focusing on the identity of the workers and how they found contract employment. I also look for differences and changes in hiring practices and the labor market. Finally, I focus on the guarantors of labor contracts, their relation to employees and employers and their role in the contract relation.

Labor organization in business and industry

The overall organization of labor in larger manufacturing enterprises is rarely addressed in the literature regarding Tokugawa Japan. In particular, scholars have largely ignored the relation between contract and non-contract labor. Much of the research on labor has focused on merchant houses, and research on manufacturing has focused only upon labor in the production process. Tokugawa enterprises are usually characterized as merchant houses. The term “house” is a direct translation of the Japanese term *ie* or family. Although there is still some debate, recent research suggests that the *ie* should be regarded as a stem family. Tokugawa enterprises were organized on this stem family framework, as I will explain in Chapter 2, and this is why many scholars use the term “house”.⁴⁷

Tokugawa enterprises included many manufacturers who were members of the rural elite.⁴⁸ Some of these Tokugawa manufacturers had their own multiple retail shops, provided for their own market transport, and often profited in diverse areas of business such as banking, dyeing, real estate and public transport. These various business types also call into question their characterization as “merchants”, particularly when so many were artisans and manufacturers. The larger diversified enterprises imply an organization more complex than a small family business or single proprietorship, which is a common description of Tokugawa enterprises. These larger and more complex enterprises usually took the stem and branch organization of a stem family lineage called *dōzoku* in Japanese, that was therefore much larger than a single household. The organization of stem family and lineage businesses and the dichotomy between contract and non-contract or casual labor in these larger Tokugawa enterprises requires examination as well. These considerations also make the term “merchant house” seem too limited as a description of Tokugawa enterprises. For simplicity, I will use the terms “stem family business” and “lineage business”.

The differences between the Japanese and Western family businesses have not been entirely ignored. Mito Tadashi, for example, argues that the merchant house was essentially different from the family business discussed by Max Weber, but Mito treats the two organizations as identical after arguing their differences.⁴⁹ There are, of course, certain similarities in the household communism Weber described for the merchant houses of northern Italy and the stem family businesses of Tokugawa Japan.⁵⁰ Nakano Takashi, however, clearly points out some essential differences between the two organizations and goes on to discuss what he calls “merchant federations”, or what I would call “lineage businesses”. One major difference is the council of directors that developed in Tokugawa lineage businesses. This council had the power to remove and disown the head of the lineage, and to adopt a capable successor from outside the lineage, if necessary.⁵¹ Other

scholars have chosen to stay with case studies of individual stem family and lineage businesses, or groups thereof. There are excellent studies by several scholars of the lineage businesses of Omi province, and Yasuoka Shigeaki has written comparable case studies of the management of the Mitsui and Kōnoike lineage businesses.⁵²

There are numerous studies of the cotton and silk textile industries, but other industries have received less attention. Yunoki Manabu has written several studies of the sake breweries in Itami, Ikeda and Nada, examining brewery labor for the division of labor, specifically in the production process and the scale of production.⁵³ However, production labor was only one small part of the overall labor organization for breweries that included multiple retail shops, handled their own shipping and transport, and did business on the side in real estate and money lending. Other scholars have used the same method for other industries as well, such as paper manufacture and safflower processing.⁵⁴

More recently, a group of scholars led by Hayashi Reiko has been researching the history of soy sauce brewing. Several scholars in this group have written excellent studies of soy sauce brewery labor, noting not just the brewing process and the division of labor, but the skill requirements, the origins of the workers and the methods the breweries used to keep track of newcomers.⁵⁵ Nevertheless, little effort has been made to fit these results into the larger business or social context.

In the West, factory organization facilitated mechanization and is often regarded as the main new labor organization of the Industrial Revolution. Mechanization in the West seems to have been a result, rather than the cause, of factory production. In Tokugawa Japan, however, factory-like production developed in a primarily wooden technology prior to mechanization. Much of the Tokugawa production in some industries qualified as factory production because the production workers in many enterprises met the definition of factory workers rather than artisans.

Although artisans and factory workers have many similarities, and many factory workers began as artisans, there are some basic differences. An artisan owns his tools; the employer owns the tools of the factory worker. Consumers evaluate the individual skill of the artisan, but the quality of a factory product depends upon the group, so consumers evaluate the quality of the factory and not the skill of the individual worker. The artisan possesses all the skills necessary to produce the product, and these skills are gained only after several years of training, often through apprenticeship. The workers in a factory, however, cooperate to produce the product with no single worker possessing the necessary skills for the entire process. Much of the work may be simple, making on-the-job training possible, because skilled workers work together with the unskilled. Moreover, an artisan controls the pace of his labor, taking breaks or vacations when he wishes, whereas the factory management determines the work pace and rest breaks of factory workers.⁵⁶

Casual laborers in Tokugawa Japan were usually farmers who used whatever free time they could spare from their agricultural labor to earn money in a manufactory. Seasonal workers were common, because farmers used their agricultural off-season for factory work. Workers found employment by the day, several days, the month or the season and were paid accordingly, usually by the number of

days they worked.⁵⁷ These workers were unskilled or semi-skilled and did not own the tools of the trade. Instead, they used the tools provided and followed the instructions of their supervisors, who were the experts in the production process. I find that these casual laborers meet the definition of “factory workers” when participating in non-agricultural production.

The combination of casual labor in production and contract labor used as production experts and management labor, together with diversified businesses, leads me to claim that larger Tokugawa enterprises had a complicated management hierarchy that met the definition of “managerial capitalism”. Alfred Chandler’s theory of managerial capitalism is based on the twentieth century emergence of big business and the bureaucratic management structure found in big business. In managerial capitalism, teams of salaried managers with little or no equity ownership in the businesses they manage make basic decisions concerning the production and distribution of goods and services. Chandler contrasts this business organization with smaller businesses, often family businesses or single proprietorships, in which the owners manage the business and make all the important decisions. He theorizes that salaried managers and a managerial hierarchy became necessary only with developments accompanying the advent of big business.⁵⁸

According to Chandler, managerial capitalist labor organization arose in the United States and Europe as the direct result of at least two developments in business expansion. One such development was the expansion of a shop into a chain store. Managers were required for each shop in the chain, and the central or home office needed a hierarchy to coordinate the multiple stores in the chain. Another development was the forward or backward integration of various parts of the production process from raw materials to sale of finished product. A manufacturer integrated back to ensure a continuous supply of the raw materials needed for production, and integrated forward to control advertising and sales, sometimes investing in franchise shops specializing in his product. He then needed managers to oversee the supply of raw materials, advertising and sales, as well as manufacture. Chandler assumes these developments belong to the period after the second Industrial Revolution, or the development of mass transport, mass communications and mass production by mechanized assembly line.⁵⁹

Tokugawa businesses, like the modern enterprises described by Chandler, also expanded by establishing branches that eventually formed chains similar to franchise chains. This was a normal business adaptation of the stem family lineage organization, which might include non-kin branches, even when not a commercial enterprise.⁶⁰ Larger manufacturers, such as sake and soy sauce breweries, owned some of the land that supplied their raw materials, brewed or manufactured their products, sometimes in multiple breweries or manufactories, transported them to distant markets and established multiple retail shops to sell their products and the products of other manufacturers. Contrary to Chandler’s theory, this kind of backward and forward integration developed in Japan without the technological advances of the first and second Industrial Revolutions.

Labor, labor contracts, and society

The topic of labor–management relations in Tokugawa Japan, or simply employee–employer relations, if one ignores the larger enterprises, includes a number of issues for which there is little or no research in either English or Japanese. One such issue is the legal basis for the labor contract and the contract relationship. Another issue is the mechanisms for conflict management and what happened when conflict occurred. There could be differences between contract and reality in this respect. Finally, there is the question of the nature of labor–management relations.

Merchant ideology provides some insight into these issues and Gary Leupp has used contemporary literature by Ihara Saikaku and Chikamatsu Monzaemon for another approach to understanding the labor–management relationship.⁶¹ Ideology, however, only presents the ideal as society envisioned the relationship ought to be, and popular literature similarly caters to the popular perception of the relationship, often over-emphasizing scandalous or unusual practices or relations for dramatic effect. Moreover, Leupp frequently cites the work of Ihara Saikaku (1642–93) for his graphic images of urban life, but Saikaku died before written contracts became common or necessary. Even the official legal records of praise or punishment used by Leupp reveal only the extremes deemed worthy of public recognition.⁶² We need to know about the normal cases and the hidden assumptions behind the actions taken that contrasted with the stated ideals.

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

During much of the seventeenth century, contracts tended to be verbal agreements between the employee, his parent, his guarantor(s) and the employer. Employers frequently paid wages in advance and apprentices often worked an extra year to repay the cost of their upkeep during their training. This verbal agreement was effective when all parties to the contract were related or well known to each other. During the rapid urbanization of the seventeenth century, however, these contracts increasingly became agreements between strangers and therefore difficult to enforce. Numerous scams designed to cheat the employer out of the labor he paid for caused employers to require guarantors to labor agreements. The labor contract established who would be responsible for settling any problems during the contract period.⁶³ This legal background defines labor contracts as a means to protect the employer from possible illegal action and loss caused by the employee. This definition, in turn, affected the structure of labor contracts and labor relations.

The written contracts of the Tokugawa period share a common structure. Each has three basic sections of text, followed by other contract formalities. The first

section usually identifies the employee and sets the basic terms of the contract. The second section guarantees that the employee is an honest person registered as required by law at a Buddhist temple, who will obey government laws and the rules of the employer's household. The third section explains the prohibitions and penalties applied to delinquent employees. The employee, as well as a combination of people in both kin and non-kin relations to the employee, date, sign and witness the contract at the end of the text. Finally the contract is addressed to the head of the business or the person ultimately responsible as employer. Sometimes parties to the contract later added postscripts noting changes in the witnessing guarantors, their addresses, the employee's name, or other pertinent information.

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

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

Wage labor underwent major transformations during the Tokugawa period. In the early seventeenth century, at the beginning of the Tokugawa period, wage labor was not the most common labor relation. People still sold kin and other dependents into service, or voluntarily entered into service relations in exchange for economic support and physical protection. By the mid-seventeenth century, however, the permanent sale of people was illegal and forms of wage labor were becoming common. At the end of the seventeenth century, wage labor was common and written contracts identifying one or more guarantors were the main mechanism for controlling abuses of the system. Thus the seventeenth century saw a major transformation in the legal and economic relations of labor, as well as the foundation of the legal framework for wage labor.

The transformation of labor under the Tokugawa regime, however, did not stop there. In the late seventeenth century, wages for labor contracts still tended to be paid in advance to the employee's family, making wage labor an indentured relation. By the early eighteenth century, contracts began to specify that the wage would be paid directly to the employee at the end of the contract, or at periodic intervals during the contract. Moreover, labor contracts show signs of wage standardization, at least under the same employer. This tendency spread during the eighteenth century.

The eighteenth century was also a time of increasing competition for labor between agriculture and commercial enterprise. The question of how to supply both the agricultural labor force and the needs of the commercial labor market was negotiated in various regions of Japan through protests, uprisings and other means. One result, from the latter part of the eighteenth century, was an increase in the use of casual labor, where possible, since casual labor could be drawn from the agricultural labor force.

Contract labor, particularly skilled labor, largely took the form of live-in service labor throughout the Tokugawa period, with employers providing bed, board, clothing and medical care for employees who lived on site. From the late eighteenth century, however, employers began using more casual labor for unskilled or semi-skilled tasks, as a result of the above negotiation process. Moreover, live-in labor contracts began clearly to polarize between long-term contracts for apprentices through management employees and skilled labor, and short contracts of six months to a year for domestic servants.

By the end of the Tokugawa period in the mid-nineteenth century, the move toward casual labor and commuting relationships had grown, but had not replaced the live-in contracts. Rather, skilled laborers, whether in craft manufacturing or commercial management, continued to gain their skills through apprenticeships and live on site until reaching advanced levels in the management hierarchy, when they could move out and become commuters. At the same time, the mid-nineteenth century also saw the beginning of the separation of the employer's family and business.

During the Tokugawa period, commercial enterprises were almost exclusively family businesses, best characterized as families that were also businesses. In such families, all members of the family, except small children, were contributing members of the business, with non-contributing members rotated out through marriage, adoption and outside service. Live-in employees, on the other hand, were identified as members of the employer's household and, although not kin, could become kin. By the end of the Tokugawa period, however, the separation of family and business opened the way for new developments and changes in labor relations during the Meiji period that, nevertheless, were outgrowths of trends toward commuting and casual labor begun in the late eighteenth century.

This study examines wage labor in Tokugawa Japan. The main focus is on labor contracts and the skilled labor that required such contracts. Important topics are the organization of labor in business, including manufacturing enterprises and the legal and economic relations of wage labor. Also important is the relation of wage labor to migration and the individual life course.

Data and methodology

For data, I have collected more than three hundred contracts and more than one hundred other miscellaneous documents from twenty-three Tokugawa enterprises in central Japan.⁶⁴ Comparison and analysis of the contract texts gives a picture of the legal contract relationship that may be somewhat different from some previous

assumptions. Statistical analysis provides evidence for the scope of the contract labor market, hiring practices, guarantors and the effect the guarantor requirement may have had on employment prospects. The relations between employee, employer and guarantor also reveal employment and migration networks.

Kyoto, the smallest of the three great cities of Tokugawa Japan, has not attracted much attention from scholars engaged in economic research. Instead, research has understandably focused on Edo, the huge political center with a population of over one million by 1700, and Osaka, the economic center of western Japan, with major port facilities. Kyoto was undeniably a cultural center, home of the imperial court, numerous temples and shrines, and equally numerous scholars, doctors and artists of various professions. Nevertheless, Kyoto was an industrial center as well. Silk textiles from the Nishijin weavers were a prized luxury item. Kyoto also boasted local sake and soy sauce brewers' associations and a ceramics industry. Moreover, Kyoto was the nearest major city for many people migrating from the western side of northeastern Japan and from the northern part of western Japan in search of work.

Kyoto is the urban center for this research, partly because it was not as economically important as Osaka or Edo, and partly because there is a hole in existing research, which has tended to focus upon Osaka and Edo. Because of the nature of Edo and Osaka as the political and economic centers of Tokugawa Japan, the migration of people from many distant parts of Japan in search of work to these cities is not surprising. The labor sources for Kyoto and other towns and villages in central Japan reveal a broader picture of the employment opportunities and labor migration in general. This research is supplemented with findings from studies of labor migration, using data from villages in central and northeastern Japan. Nevertheless, the data and analysis for this study is largely limited to central Japan. The demographic systems and the agricultural and early industrial development of northeastern and southwestern Japan were different from central Japan, so I can only offer a rough picture of those regions at this time.

The basis for the contract analysis is 327 contracts collected from twenty-three businesses. The contracts span 159 years, from 1714 to 1873. In addition, the data sample includes a registry of fifty-two laborers from the temple town Tondabayashi, recorded in 1672. The entries in this registry give no information as to guarantors or witnessing patterns, so this data cannot be used in the same analyses as the contract data. Nevertheless, the demographic data given in the registry provide a useful seventeenth century comparison to the later contract data, as well as a source for analysis of migration and networks.

Nineteenth century contracts outnumber eighteenth century contracts by a ratio of nearly two to one in the data sample. This imbalance is the result of numerous factors, beginning with differences in document age, and does not necessarily reflect any differences in the scope of business between the two centuries. Older documents, of course, have had longer exposure to the elements and the possibilities of natural damage from worms, mold, mildew, or other disasters.⁶⁵ Moreover, fire demolished much of Kyoto in 1788, which may explain the relatively small number of contracts from Kyoto predating the fire.⁶⁶ These documents

Table 1.1 Distribution of the contracts by decade

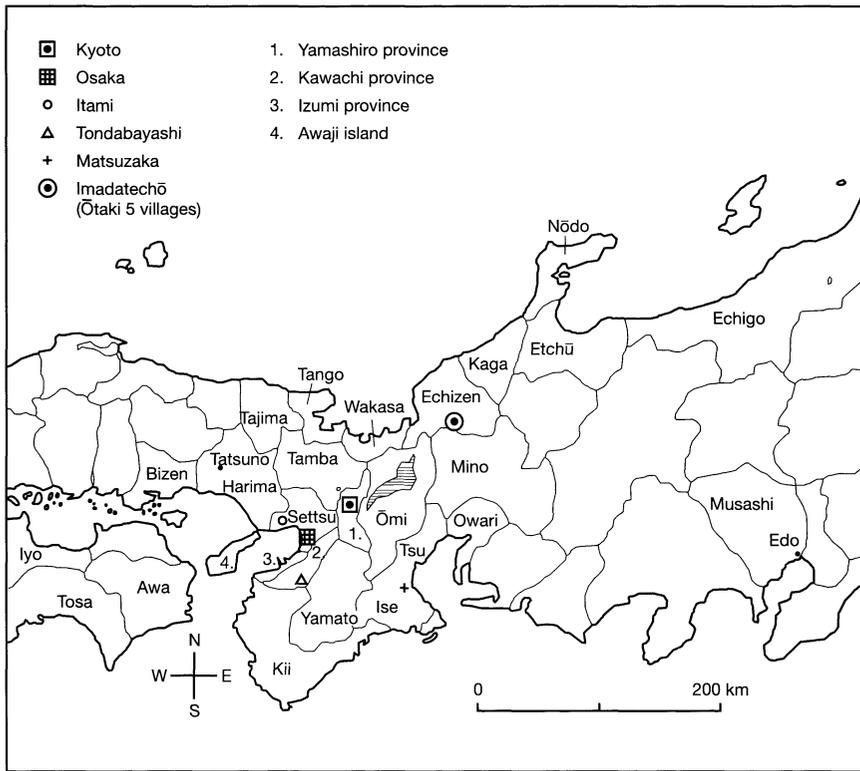
<i>Decades</i>	<i>Contracts</i>	<i>Decades</i>	<i>Contracts</i>
1710–39	11	1800–09	29
1740–49	26	1810–19	22
1750–59	19	1820–29	29
1760–69	8	1830–39	53
1770–79	8	1840–49	20
1780–89	20	1850–59	28
1790–99	17	1860–79	37
<i>Subtotal</i>	109	<i>Subtotal</i>	218
<i>Average per decade</i>	15.6	<i>Average per decade</i>	31.1

are more often available from businesses that remain in operation today than from those that later failed. Therefore the criterion for choosing this data sample is largely one of chance by availability and survival. Table 1.1 shows a decade-by-decade breakdown of the contracts. The data sample includes only a few contracts from the earliest decades, so they are grouped together for a more balanced comparison. The first eleven contracts are dated 1714, 1717, 1723, 1726, 1729, 1730, 1732 (two contracts), 1733, 1738, and 1739. There are only two contracts in the sample from the decade 1870 to 1879, so they are grouped with the contracts from the previous decade. These two contracts are dated 1870 and 1873.⁶⁷

As Table 1.1 shows, the contract data sample is not evenly spread throughout the data period. This distribution is partly the result of the histories of the businesses supplying the contract data and partly due to chance survival because of data lost by fire or other disaster. The Sugiyama family, for example, expanded its brewery production and labor force during the years 1741–58.⁶⁸ Thirty-two of the contracts from these years belong to the Sugiyama collection. Similarly, the Endō lineage expanded its labor force during the years 1829–41. Fifty of the contracts from these years belong to the Endō lineage business. The Konishi lineage also expanded its business during this decade and opened a second Edo shop in 1832.⁶⁹ Nine contracts from the decade 1830–39 belong to the Konishi lineage business, of which six represent management employees sent to Edo.

The geographic distribution of the contracts shows 204 contracts from Kyoto and 123 contracts from rural towns and villages in central Japan. When geographic distribution is combined with distribution over time, only thirty-two of the Kyoto contracts were written during the eighteenth century as compared to seventy-seven from other areas. On the other hand, 172 Kyoto contracts were written during the nineteenth century, as compared to forty-six contracts from other areas.

The 123 contracts from outside of Kyoto are taken from six rural-based businesses. Two of these businesses were based in castle towns, one in a temple town and three in smaller villages (see map below). Two of the villages were within a



Map of Central Japan showing locations appearing in the data and the sources for that data.

day's walk from Kyoto to the west in Tamba province and the third was in an isolated part of Echizen province. The Tamba villages were close to Kyoto, suggesting that the hiring practices of Kyoto could have influenced those of the Tamba villages, but this was not the case. There are eighty-one contracts from rural towns and forty-two contracts from villages, of which twenty-six contracts came from villages in Tamba. The contracts from each of these areas, with the exception of the temple town Tondabayashi, span both centuries. Therefore the data should reveal geographical differences and changes over time. The analyses reveal few differences in practice between the two centuries in the data period, but the nineteenth century data reveal an intensification of patterns and practice developing during the eighteenth century. This, of course, is in itself an important change.

Although six businesses were based in rural towns and villages, four of these businesses were selling their products in the big cities of Edo, Osaka and Kyoto. At least one employee from Tatsuno in Harima province was sent to work in Kyoto and many of the employees hired in Itami in Settsu province were sent to Edo or Osaka because these were lineage businesses. Although these lineage businesses

had their main branches in rural villages, they had other branches in major cities and towns so there might not be any differences between urban and rural practice. The Itami business showed more of an urban pattern, while the Tatsuno business showed more of a rural pattern, as I will discuss in later chapters.

Although differences in industry or type of business might also result in differing hiring practices, the major differences for contract labor were between rural and urban businesses. There were also differences in the organization of labor by industry and in the amount of contract labor a business used, according to the skill requirements of production. However, these differences did not affect the contract type or the general hiring practices in any obvious pattern. I will discuss differences in labor organization and skill requirements in Chapter 3. The influence of skill requirements upon labor-management relations will be part of the discussion in Chapter 7.

Let me note here some aspects of Tondabayashi that affect the hiring practices of the Sugiyama family of Tondabayashi in the data sample. Many of the Tokugawa domains, or *han*, were not single geographical units. Instead, some *daimyō* were given rights to tax the rice produce of a great many geographical pieces spread out over a wide geographical area and mixed up with the political pieces of other domains. Furthermore, the Government periodically exercised its right to change the domain allotments of various *daimyō* and transfer them, so a political unit sometimes changed hands several times during the Tokugawa period.

Tondabayashi village was one such political unit. The contracts in the data sample from Tondabayashi span the years 1732–90 and then 1835, with a heavy concentration of contracts from 1741–67 (see Table 1.1 for the full distribution of all contracts in the data sample). During this period, Tondabayashi changed management several times. Tondabayashi was a part of Sakura domain, based in Shimōsa province east of Edo 1723–46. Then it came under the direct management of the central Government, 1746–56. Tondabayashi was attached to the Osaka castellan (*Ōsaka jōdai*) 1756–59 and then returned to central government management, 1759–77. The village then became a part of Kasama domain, based in Mutsu province on the northeast coast of Honshu 1777–91, after which it returned to central government management in 1791. Altogether, Tondabayashi changed hands nine times during the Tokugawa period and five times during the period covered by the data sample.⁷⁰

The sample of 327 contracts includes 227 for men and one hundred for women, of which fourteen contracts were for wet-nurses or nannies (*uba*). These men and women were of varying ages from eleven to fifty, came from various places and classes, and both genders worked for both rural and urban businesses. Although the gender division in the sample is uneven, gender differences are also part of the analyses.

This study explores industrial and commercial labor as both a social and an economic structure. Moreover, one question addresses the implications this structure has for understanding Tokugawa society. Four lines of analysis are used to reach the conclusions.

Chapters 2 and 3 examine the economic structures in society, as revealed in the organization of labor in commercial and manufacturing enterprises. Exploring the structures of the businesses and industries in the data shows the economic

continuum of Tokugawa society, with various types of commercial and industrial organization coexisting.

Chapters 4 and 5 analyze the demographic aspects of contract labor, addressing the workers, their guarantors, and how workers found employment in Chapter 4. This chapter also examines status and social mobility from the standpoint of social class and occupation. The analysis also shows the scope of employment opportunities available in central Japan. Hiring and migration patterns are the topic for Chapter 5. The analyses in these two chapters reveal a society with numerous opportunities for social and geographical mobility, as well as signs of increasing labor shortage and population stagnation.

Chapters 6 and 7 address labor–management relations, beginning with examination of the agreements and mechanisms for conflict management in labor contracts in Chapter 6 and then what really happened in Chapter 7. The analysis shows the consequences of labor shortage in a society with expanding labor opportunities and how these circumstances shaped the social and legal relations of society.

The concluding chapter discusses the implications of these findings for understanding Tokugawa society and later economic and social development. Western theories of labor, capitalism and industrialization are also an important part of the discussion. Industrialization should not be defined solely by technological change and the structures of capitalism do not necessarily develop in predetermined stages.

2 Stem family and lineage businesses

Businesses in Tokugawa Japan were generally family businesses. Indeed, it is difficult to find an enterprise that was not a family business or became one eventually. This chapter examines and discusses the organization of Tokugawa enterprises on the framework of the Japanese stem family and lineage and the labor hierarchy within this organization. The stem family business adapted the structure and survival strategies of the Japanese stem family to corporate needs. Therefore, the chapter begins with a description of the stem family, followed by a description and discussion of the stem family business and its variations for smaller and larger enterprises and artisan stem family and lineage businesses. This organization formed a framework that was highly visible, because it was based upon the stem family and easily adaptable to the needs of manufacturing.

Next comes a detailed description of the organization of the Konishi breweries as an example of a major lineage business. To avoid confusion, the term “stem family business” is used to refer to a single household business and “lineage business” to refer to a business using the stem (main) and branch combination of households as divisions or branches of the businesses, or as branch shops. The Konishi breweries, for example, used casual labor in their multiple breweries, managed by skilled workers trained in-house through apprenticeship. They also had several retail shops in other major cities, as well as contracts to sell their sake to other places around Japan.

Finally, the chapter discusses the age at hire of employees embarking on this process. In this discussion, studies of population registers that reveal the demographic pattern from the viewpoint of the families and communities that supplied the labor supplement the data examining age at hire from employer data. Age at hire is yet another important factor for understanding the organization of Tokugawa enterprises and the labor hierarchy.

Stem family and lineage in Tokugawa Japan

Businesses in Tokugawa Japan were organized on the framework of the Japanese form of the stem family and lineage. A stem family consists of two or more generations under a house-head. A key factor that distinguishes the stem family from other family structures is inheritance. All of the capital and responsibilities of the

family are passed to one person, usually the eldest son of the head of the family. Frequently, younger siblings of the successor may be rotated out of the family by adoption, fostering, or – if the family has sufficient capital – by encouraging these collateral members to establish branch households of the family. In this fashion, the stem family household can expand to become a stem family lineage called a *dōzoku*.¹

The Japanese form of the stem family is characterized, as are other stem families, by impartible inheritance, although inheritance was not entirely impartible, as can be seen in the lineage organizations, which I will explain. Headship succession in early modern Japan was less a transfer of property and assets than a transfer and acceptance of the responsibilities of headship to manage the financial assets and labor of the family or lineage. This can be seen in the change made in the inheritance laws in 1878, when inheritance came to mean inheritance of the family assets instead of just the family name.² I should mention here that commoners were not normally allowed to use surnames during the Tokugawa period, although many did. Nevertheless, the family name included the personal name of the head of the family and whatever house or business name (called *yagō*) the family used. Many families that did not use surnames nevertheless used a specific headship name that was passed from head to head as part of the inheritance process requiring a complicated system of name changing.³

The head of a stem family generally had five responsibilities. The head kept the accounts and managed the family finances, managed the family labor force including servants in varying capacities, and represented and oversaw the relations between the family and the larger community. He also ensured the continuity of the family to future generations and he performed religious duties toward the family tutelary deity and ancestors. Family survival strategies, therefore, represent various strategies taken to fulfill the responsibilities of headship in these five general areas.⁴

One of the rules of the Japanese stem family in many regions was that married siblings with children would not live together in the same household. When this situation occurred, one of the siblings moved out and established a branch household, but branch households were often not entirely independent. The economic and labor resources of the main and branch households were often pooled to varying degrees and the whole combination of stem and branch households was known as a *dōzoku*. I will use the term “lineage” in this study, as explained above. Such a lineage might include branches and sub-branches that could be founded by both kin and non-kin members of the lineage.

In agricultural villages, hereditary servants sometimes established non-kin branches and they often went on to become independent householders. A stem family could only form a lineage if it had enough land or assets to divide between and support all its various branch members.⁵ When it could not provide this support, other strategies were adopted. Inheritance was partible only in this fashion, but the head of the main branch of the lineage remained responsible for the entire lineage in most cases. Collateral non-inheriting kin usually left the household through marriage, adoption, branching out or labor migration, usually

around the time of the marriage of the heir, or at least by the time the first child was born to the heir.⁶

Headship succession was often a process that could take several years. The heir began by taking over some of the headship responsibilities, such as labor management or representing the family in the larger community. In some regions, the completion of the headship succession process waited for the death of the former head. However, heads often chose to retire and pass headship responsibilities to the heir. In this way, the former head could control the choice of the next head and so ensure family continuity.⁷ He could also be available to advise the new head on the various headship responsibilities. Ensuring the succession to a capable heir was one of the duties of the head, as noted above. In an agricultural village, this usually meant fertility and the requirement that one of the sons remained to fulfill the duties of the next head. Distant kin and non-kin were sometimes adopted as heirs when the head of the family had no children or no sons. Many were adopted as husbands to daughters of the head.⁸ Household servants, however, were not generally eligible for inheritance, although they may have been family members in every other sense.

Inheritance and adoption practices gave the Japanese form of the stem family a flexibility that was easily adaptable to business. The view of headship as the responsibility to manage labor and assets was also ideally suited to the commercial environment. There is still some debate in Japan whether the *ie* should be considered a family, since it worked so well as a business and institution.⁹

The next section discusses the stem family and lineage as the business framework.

The organization of stem family and lineage businesses

The standard labor hierarchy in a commercial stem family business was to begin as an apprentice (*detchi*) at around age thirteen and graduate to become a *tedai* clerk at about age eighteen. The apprentices were considered the children of the house, with the employer and his wife as father and mother. This attitude is apparent in the following excerpt of a letter accompanying a new apprentice to the Konishi brewery business in Itami.

I hope that Teikichi will work hard for you and obey your wishes. Please use him as the other children for various tasks and I will be grateful.¹⁰

A worker who entered the business in this fashion performed various tasks as a clerk until he became the leader of the shop labor at around age thirty as the *bantō* or moved out and became a commuter. At that time, he was eligible to live independently and could either commute to work at the main shop, become the director of a branch of the business or establish a semi-independent branch business (*bekke*). He usually married at this time, was provided his accumulated wages and was loaned the capital necessary to establish a branch, if that was his choice.

Although this was the ideal path, most *tedai* did not successfully reach this point. A study of the labor in the various branches of the Mitsui lineage business reveals that only about fifteen percent of the *tedai* managed to become *bekke tedai* or commuters.¹¹ Those who did receive the start-up capital to establish their own branch also were not always successful. The following excerpt is from a *bekke tedai* called Jihei, who lost the original investment amount and thereby lost his status as a trading partner with his former employer.

I [Jihei] worked for you and received my start-up capital from you to work on my own when I completed my service period, but I carelessly lost the capital you provided me and in understandable anger you revoked my right to do business with you. Since then I have tried to work on my own and now regret my actions, but find there is nothing I can do but request that you allow me to do business with you again. I sincerely request that you hire me again and I will be very happy if you will grant my request in all humility.¹²

The branch business might be an independent business, managing its own capital, while relying on the network of the parent business, as with Jihei in the example above, or it might be an integral part of the lineage business. If the employee became the director (*shihainin*) of a branch establishment within a lineage business, he also became eligible to join the council of advisors to the lineage head.¹³

This stem and branch structure characterizes a lineage business and was the method normally used for business expansion. The expansion might occur in the same profession or industry as the parent or stem business, creating a kind of chain store, or the branch might enter into other industries. For example, Mitsui began with textiles and added medicines and money changing and other products and services. The merchants of the Hino district of Ōmi began with medicines and lacquerware and expanded into textiles, straw mats and other products.¹⁴

When a stem family expanded in this fashion, the organization depended upon kinship ties, both real and fictional. When a business expanded in this way, the various branches usually, but not always, remained under the same capital umbrella; the directors of the various branches also participated in general management by the lineage council, and they tended to share labor force and training. One pattern of specialized labor migration common to lineage businesses was for the contract labor force to be trained at the stem (main) branch and then be sent to various other branches for further experience, much like Japanese salarymen are regularly transferred today. This directed migration pattern was typical of merchant groups, such as those with a home base in the Hino district of Ōmi province or those in Ise province around Matsuzaka town. Manufacturers also took advantage of this pattern, as revealed in the contracts for the Konishi breweries discussed in the next section. Soy sauce breweries in the Kantō region also show evidence of using this strategy. The skilled labor employed by the Tanaka family at the Higeta brewery in modern Chiba, for example, was shipped from Kii province in modern Wakayama. The Chiba brewery in Chōshi was a branch of the main brewery in Yuasa.¹⁵

The council that advised the lineage head was given various names in different lineages: *rōbun* (the elders), *shihaininchū* (the directors) and *honke shihainin toshiyori* (the directors and elders of the main [stem] house) are some of the terms found in the data. The council was typically formed to set policy. No single member had sole, autocratic jurisdiction over any one branch, or the independent right to establish a new branch, not even the head of the family lineage.¹⁶

When the Endō lineage hired a drifter, Shōhachi, in 1823, he wrote a letter of thanks instead of the standard letter of guarantee. His letter was addressed to Hiranoya Chūbei and Zenbei, both of whom appear together and separately as the addressees for many other apologies and letters in the Endō collection, together with a third director, Mohei, and the lineage head, Endō Yasaburō.¹⁷ I presume that they formed the advisory council of directors of the Endō lineage business at that time.

When Magoshichi of the Hakutsuru breweries was fired for illegal actions, the document was signed by the lineage head Jihei, his wife Yusa, and seven other people I presume to have been the Hakutsuru council of directors and elders. Three of the people thus listed – Risuke, Shōbei, and Heizō – were instrumental in having Magoshichi forgiven and re-hired half a year later.¹⁸

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

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

The Mitsui lineage council forced Mitsui Takami, who became head of the Mitsui lineage business in 1741, to step down for incompetence in 1747, in favor of his younger brother Takaya. Takami not only stepped down from his position as head of the lineage, but the family and lineage officially disowned him. The final document of the separation, a *ridatsu todoke*, was submitted in 1756, when Takami accepted 1,200 *kanme* of silver as compensation for being disowned.¹⁹

The head was the main representative of the business, a leader of the lineage council, and ultimately responsible for the members of the stem family or lineage and their actions. Who was eligible to become the head? In most cases, the eldest or most capable son of the former head became the new head, but this was not an automatic choice, as shown above. One of the characteristics of Tokugawa stem family and lineage businesses was that little distinction was made between close-kin, distant-kin and non-kin members. If the son of the head was incompetent or unreliable, then someone else was adopted in his place. At such times, or if the head

had no obvious successor, a capable and reliable employee might be chosen from among the management or skilled employees (*tedai*) and adopted to become the successor to the head.²⁰ The kabuki theater repertoire of this period is full of plots in which leading employees or other persons hope to be adopted or appointed as heir in the place of the designated heir, even the natural son, if they can only discredit him so he is disowned.²¹

There are several examples of adopted heirs becoming head of a stem family or lineage business in the data set. Sugiyama Zenzaemon, the head of the Sugiyama family brewery who developed the finances of the business and improved its sake production, was the adopted son of the former head Shirōzaemon.²² Similarly, Fukui Sakuzaemon adopted Hisakawa Kanshichirō, the son of his major creditor, to become his successor in 1819.²³ Kanshichirō became the head of the Fukui family business and took the name Fukui Sakuzaemon in 1821 when his adoptive father retired, taking the name Sōuemon.²⁴ The succession process was completed in 1823, when Sōuemon moved to a separate retirement residence.²⁵

Women were also eligible for headship, although women were commonly the interim choice of last resort. The business documents of the Kimura collection, addressed to Sasaya O-Sai in 1807 and to Izutsuya O-Ume in 1793, suggest two women who acted either as head or interim director of a branch and who were members of the council managing the lineage business.²⁶ The two shops, Sasaya and Izutsuya were two branches of the Kimura lineage business. Of course, these women may have been wives or widows of different heads of the lineage business at different times. If so, the role of the wife of the head may have included interim headship responsibilities if the head died before a successor was ready to inherit. This practice of widows becoming interim heads is also found in some agricultural villages in central Japan.²⁷

The Konishi breweries

The Konishi sake breweries are best known today for their Shirayuki brand label. On this modern label, the company claims to have been brewing sake since 1550. Like many stem families and stem family businesses during the Tokugawa period, the Konishi family has a specific name used always and only by the head of the family and business. This name – Shin’uemon in the case of the Konishi family – was inherited together with the headship of the family and business and given up on retirement as head. Since the first Shin’uemon was born in 1592, Yunoki Manabu has argued that the Konishi family probably did not start brewing sake until the early seventeenth century.²⁸ However, the practice of name inheritance in general has not received much attention in the research literature and may have started only in the seventeenth century. Moreover, this headship name may simply reflect the name of the head when the business was first registered under Tokugawa Government laws. Clearly this issue will require further research.

The Konishi family adopted an outsider named Den’uemon in 1673. At that time, they gave him a number of shares in the brewery and provided him with the capital to establish a branch business. Some time before 1694, Den’uemon

established a retail shop in Edo to sell Konishi sake. In 1737, this Edo branch was officially registered with the Government under the name of Ri'uemon, who had been the head of the Edo branch for a number of years. The earliest contract in the Konishi data set for the Edo branch is dated 1732 and shows that the head of the Edo branch at that time was already Ri'uemon. With the official registration of the Edo shop under the Konishi Ri'uemon name, Ri'uemon became the headship name used by the head of the Edo branch. Konishi Risaku opened a second Edo shop in 1832 as a sub-branch of the Ri'uemon branch.

During the seventeenth century, the sake brewers of Itami all shipped their sake to Edo as a trade association together with the trade associations of manufacturers of a number of other products. In 1730, the sake wholesalers trade association separated from the larger group and shipped their sake separately from the other products. The sake brewed in Itami was sent to Kamizaki on horseback, from Kamizaki to Tenbo in Osaka by barge and from Tenbo to Edo in regular cargo ships. Eventually, the various breweries, including the Konishi lineage brewery, separately established their own shipping outlets in the Tenbo and Ajikawa districts of Osaka to provide this transportation to Edo, as well as to sell sake in Osaka. The Konishi lineage brewery consolidated its Tenbo and Ajikawa branches into one shop in Ajikawa in 1772. This branch was, however, under the direct management of the stem business under Shin'uemon. The family adopted Shinroku as a son-in-law in 1802 and he established a branch that took over management of the Ajikawa shop. However, the contracts suggest that the shop remained under at least co-management with the stem business until about 1830. Contracts for the Ajikawa shop are addressed to Shinroku only from 1829. Shinroku's branch remained in charge of the Ajikawa shop until his death in 1847, after which management reverted to the main house.

In summary, the stem Konishi brewery business was located in Itami and expanded through non-kin or adopted-kin branches and sub-branches to Edo and Osaka. This process of expansion also brought transport and retail under their control, together with brewing. The Konishi breweries maintained all of their branches under the same capital umbrella and further financed their business through buying land and warehouses in Osaka and leasing them out. Money lending was another important additional source of capital income to the brewery.²⁹ Thus the Konishi lineage business integrated many aspects of the brewing business from manufacture to transport and retail and at the same time expanded into real estate and money lending.

The contracts for *tedai* at the various branches of the Konishi breweries are all addressed first to Shin'uemon, head of the stem business and lineage, and then to Ri'uemon or Risaku, or whoever was head of the branch where the *tedai* would be employed. This form of address suggests that the employee underwent his basic apprenticeship at the stem business in Itami and was sent to a branch business as a *tedai*. The addresses on these contracts also reveal that the Ajikawa shop was under the direct management of Shin'uemon until 1830 and under the management of Shinroku from 1829.

One of the miscellaneous documents in the Konishi collection is a letter from a

tedai at the Edo shop, introducing a new apprentice to be trained at the stem business in Itami. This letter is addressed to the directors and elders of the stem household or *honke*, showing the Konishi lineage business was also managed by a council of directors as described above, although Shin'uemon was head of the stem business and the lineage.³⁰ All of the twenty-six contracts in the collection are for *tedai* who would work as managers or clerks in one of the branches, or even as skilled workers in the brewery itself. The main brewery labor, however, was provided by casual labor hired for the winter season each year or hired on a daily wage basis during the warmer months.³¹ The brewery labor and brewing process will be discussed more fully in the next chapter.

Another miscellaneous document shows that at least some *tedai* were provided with the capital financing to establish their own businesses that were not branches of the Konishi brewery business. Unfortunately, the *tedai* represented in the document failed and lost even the start-up money he was given by his former employer. The document records that he apologizes and is re-hired by the brewery to work for them.³²

Age at hire in stem family businesses

Studies of stem family business organization and labor have given various ages for the start of a contract. Charles Sheldon and Ishii Ryōsuke give the ages 8–10 as typical for new apprentices.³³ The stem family businesses of Ōmi, however, typically hired apprentices at about ages 12–13.³⁴ Yasuoka Shigeaki has found the same to be true for the Shimomura, Kōnoike and Mitsui lineage businesses. He notes, however, that older youths were also taken on as apprentices, and sometimes the families hired skilled adults, although this was rare.³⁵

Of course, some contract workers were not hired as apprentices requiring training for management or other skilled labor positions. Indeed, all contract workers were considered domestic servants, regardless of their work or position in the employer's household and business. Fourteen of the women in the data sample were wet-nurses or nannies (*uba*). Some others were undoubtedly domestic servants such as maids or cooks, and yet others were skilled workers who had obtained training elsewhere. Wet-nurse contracts are easy to recognize, because they are identified as wet-nurse contracts in their titles. Other contracts are less obvious, as will be discussed later.

Only ninety-three of the 327 contracts in the data sample give the age of the employee in the contract. These ninety-three workers appear to be a random sample. Their contracts came from fourteen of the twenty-three businesses supplying data for this analysis, and only 33.1 percent of all contracts in the sample from these fourteen businesses give the age of the worker. There were neither geographical nor gender relations to explain why these contracts give the ages of the workers and the others do not.

This sample consists of seventy-one men and twenty-two women. Forty-three of these employees were in their teens, but the average age for both men and women was twenty. These contracts were analyzed for sex, employer and industry,

Table 2.1 Comparison of age and sex

<i>Age groups</i>	<i>Male</i>	<i>Male %</i>	<i>Female</i>	<i>Female %</i>	<i>Totals</i>
11–14	16	22.5%	2	9.1%	19.4%
15–19	20	28.2%	5	22.7%	26.9%
20–24	17	23.9%	11	50.0%	30.1%
25–29	9	12.7%	2	9.1%	11.8%
30+	9	12.7%	2	9.1%	11.8%
<i>n</i>	71	100%	22	100%	93

employment period, and changes over time. The results show certain patterns useful to understanding Tokugawa labor.

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

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

Although there are some later contracts in the collection, most of the contracts in the Sugiyama collection were written 1744–67 and most of the contracts in the

Table 2.2 Age-at-hire for Kyoto and rural-based businesses

<i>Age groups</i>	<i>Kyoto</i> ^a	<i>Matsuya</i>	<i>Other</i> ^b	<i>Sugiyama</i>
11–14	5	—	12	—
15–19	10	1	16	3
20–24	14	6	3	5
25–29	—	3	—	8
30+	1	—	—	10
<i>Totals</i>	29	10	31	26

Notes

a These figures do not include the Matsuya data.

b These figures do not include the Sugiyama data.

Matsuya collection were written 1863–73. Since the contracts in these two collections were for older workers and all other contracts were for younger workers, changes over time in the age of the worker when hired seem difficult to find during the 150-year period covered by the data, if the examination is limited to the contract data. This topic will appear again later in the discussion. Similarly, the Sugiyama family brewery was located in a rural town, whereas Matsuya was located in the northern part of Kyoto. Therefore, urban–rural differences are also difficult to maintain beyond those mentioned above. There were no other apparent industry- or employer-related differences.

The draft population registers of two of the employers in the data provide further clues to the relation between the reported age for apprenticeship and age at the beginning of a contract. These draft registers come from the documents in the Endō and Tanaka collections. Neighborhoods in Kyoto kept religious and population registers similar to those kept in agricultural villages. These population registers, called *shūmon aratame chō* (SAC), record each member of the community or neighborhood as a member of a household in his relation to the household head. The Endō and Tanaka registers are the draft registers for their households, used to keep track of their employees in preparation for the annual compilation of their mutual neighborhood registers. Cross-referencing the entries for employees in the draft registers with the contracts for these family businesses provides information important to understanding the system.

The Endō lineage business was textiles, specializing in cotton and silk textiles. Their shop name or *yagō* was Hiranoya, suggesting that the family originally moved to Kyoto from the Hirano group of villages east of Osaka, or had some other connection, perhaps gaining much of their cotton supply from these villages.³⁶ Their supply of silk textiles, of course, was manufactured in the Nishijin district of Kyoto. The customers of the Endō lineage included nobles, *daimyō* and some of the Tokugawa *shōguns*, so they had quite a large business. The peak period for their business was 1912–26 and they remain in business today.³⁷

The registers are in three groups. First, there are the four years 1840–43, under lineage head Jinsaburo and his wife Taki. Each year, they employed three *tedai* and three to five *genin* or servants/workers. These records do not include ages until the final year, 1843. Age in Tokugawa Japan was not reckoned by the same method used in the West. Children were considered a year old at birth and everyone gained a year in age at the beginning of each New Year, rather than on a specific birth date. In population registers, children usually first appear in the first registration after birth at the Japanese age two. Exact ages by the Western system are not important for this analysis, so the analysis uses the social ages that appear in the data. The second group of registers follows the household through fourteen years, 1853–66, and the third group of registers appears to follow a branch household, 1857–67. The details of the family members appearing in these registers are not important, because the focus is on the labor employed by the businesses represented in the registers. The second and third groups include the ages of the people appearing in the registers.

Each of the employees is identified by place of birth, temple of registration including address, and status as *genin* or *tedai*. The position *genin* could represent

either a servant or an apprentice, but examination of the records reveals that nearly all of the *genin* became *tedai* at around age seventeen if they remained with the employer. The eldest *genin* in the record is eighteen and *genin* who did not become *tedai* left the household before the age of twenty. Therefore *genin* appear to have been apprentices as well as servants, with some dropping out before gaining promotion to *tedai*. The record also reveals that *genin* changed their names when they became *tedai*. Murai Masuo has noted the same practice among the employees of a money-changing shop in Osaka during the same period.³⁸

Name changing by commoners in Tokugawa society often represented a change in family membership. Frequently, the name change was part of a ceremony called *gempuku* that marked coming-of-age. In the ceremony, a sponsor is chosen to act as a mentor, who would give the new adult a new name, thus establishing a fictional parent-child relationship between the two. Studies of rural population registers, however, reveal that a name change tended to represent a change in family membership, rather than coming-of-age. In the transition from apprentice to *tedai*, such a ceremony probably established the employer as the mentor. Therefore, this name change would probably have represented the recognition of the worker as a full member of the employer's family or lineage business.³⁹

A total of sixty-three male employees appear in the Endō household records during this short period and twenty-nine of these employees were *tedai*. The data sample includes fifteen contracts from the Endō collection that should overlap the register data period, including some contracts written during the period and others with notations regarding events that occurred during the period. Unfortunately, only two contracts could be matched to the register entries. The other workers were probably sent to work in other branch shops of the Endō lineage business that did not need to be included on these registers, because of their location elsewhere. The two contracts that could be matched were written the years the workers became *tedai*. In short, the contracts appear to represent workers who had become *tedai* and, therefore, professionals in the business.

The second data subset with population registry data is from the Tanaka family. The Tanaka family business was carpentry and their data collection includes floor plans for many temples and shrines, as well as for private houses.⁴⁰ Their data also includes the draft registers for the household for 1780–81 and 1784–88, or roughly nine years, with two years missing. These registers do not record ages, so we can make no assumptions based upon age. Nevertheless, cross-referencing the entries for employees with contracts contributes to our understanding of the overall pattern.

The live-in labor force of the Tanaka family business, called Ōmiya, was much smaller than the labor force of the Endō households. Each year, they had an average of three male servants and one female servant listed on the register. The Tanaka family employed a total of seven male servants during the data period and the contracts from this period matched the entries for six of these workers. The Tanaka registers do not use the term *tedai* at any time during the period. However, two workers change their names about four years after they appear in the registers. Moreover, cross-referencing their register entries with their contracts reveals that the name changes occurred the years each contract was written. This suggests that,

similar to the Endō family, business employees received contracts after completing their apprenticeship and the name change represented recognition of the worker as a member of the employer's family and business.

This analysis also suggests that “domestic servants” employed by family businesses were actually employed by the business in some form, as all family members contributed to the business. In other words, apprentices, shop assistants, clerks and other employees that were not employed as casual labor and had not yet attained the status of commuters were “domestic servants”.

Although the above analysis used data from only two of the twenty-three businesses in the data set, contracts from other sources in the data set also suggest that contracts were commonly written for skilled workers, or when the apprentice made the transition to skilled worker or *tedai*. The contracts for the Konishi breweries, for example, specify that they are contracts for *tedai* service.

The skills of skilled employees were important assets for stem family and lineage businesses. Moreover, each family had its own quirks and rules about how to run their business. Therefore, while a family might hire skilled workers who gained their training elsewhere, greater value and trust appeared to attach to workers who entered the household as apprentices. This difference is reflected in the relation between age and contract period. The longer contracts, and many of the opened contracts, were probably for apprentices the employer had decided to keep, or those workers who had just successfully completed an in-house apprenticeship. The shorter contracts could have been for either household servants or workers who had already completed their training elsewhere.

The above analysis suggests seventeen as a common age for completing a basic apprenticeship and gaining a contract as a skilled worker or clerk. This may explain why seventeen was both the most common age-at-hire for men and the pivotal age for contract length. The seventeen-year-olds represented in the contracts were hired for every period length, from one year to twelve years, and indefinite periods. Workers younger than seventeen tended to have longer contracts, and workers older than seventeen tended to have shorter contracts. Contracts for workers twenty-three years old and older came almost exclusively from the Sugiyama and Matsuya collections, as explained above. The age groups in table 2.3 reflect these circumstances.

Table 2.3 Age and contract period

<i>Period</i>	<i>11–16</i>	<i>17</i>	<i>18–22</i>	<i>23+</i>	<i>Per totals</i>
6 months	1	—	8	13	22
1 year	—	2	10	16	28
1.5–5 years	1	2	2	1	6
6–9 years	2	2	2	—	6
10–12 years	12	4	1	—	17
Indefinite	10	3	2	1	16
<i>Age totals</i>	26	13	25	31	95

The Sugiyama collection includes data from a 1672 population register that provide a further comparison with seventeenth century data. Population registers varied in form by region and domain in Tokugawa Japan. One of the more useful forms records all domicile residents, noting who was present and who was not. In this form, the registers also record where absent villagers had gone and the reason for their absence. Akira Hayami and other historical demographers have made this type of register well known in the research literature.⁴¹ The Tondabayashi register only records domicile residents who were working outside of town that year in cities, towns and other villages. Tondabayashi apparently kept the registers of migrants separate from the standard population registers. The fifty-two entries in the Tondabayashi register follow two formats: artisan apprentices called *deshi* and *hōkōnin* who had service contracts of some sort.

A survey of the contract data, together with data from population registers, including the Tondabayashi register and supplemented with findings from other research, reveals several chronological trends regarding age and the contract period 1672–1873.

The 1672 register of Tondabayashi residents working outside of town reveals something of the labor practices of the late seventeenth century. The register contains entries for fifty-two male workers. No women are listed in the register. This may be because no women went into service outside of the town, or because the authorities were not concerned with the absence of women when calculating their agricultural labor force. The entries include sixteen apprentices and thirty-six “servants”. Although the registers give the age of each employee in 1672, the listings also tell which year of the service term the employee was serving and the length of the service contract. This information also allows calculation of the age the contract began. The ages on the registers appear without adjustment (see table 2.4).

According to the 1672 register, the sixteen apprentices began their apprenticeships at ages 1–19, with one boy entering apprenticeship the year he was born.⁴² The average age for entering apprenticeship was twelve. The servants were older than the apprentices, with start ages of 5–41, although only ten of the thirty-six servants entered service at age twenty or older and the average age for entering

Table 2.4 Tondabayashi migrant workers in 1672 by age-at-hire

Age groups	Service type		Service contract length		N
	Labor	Apprentice	1–4 years	5+ years	
0–9	4	4	—	4	8
10–14	9	8	3	6	17
15–19	13	4	3	10	17
20–24	6	—	4	2	6
25+	4	—	4	—	4
Totals	36	16	14	22	52

service was seventeen. This age shows continuity with the labor contracts in the data sample examined in table 2.4.

The service periods also varied with age. Several of the apprentices were in their sixth to eighth year of apprenticeship, suggesting that an apprenticeship might last around ten years. The servants, however, had service periods of 1–10 years, with eight servants hired for one year and fourteen hired for ten years. Overall, fourteen servants had contracts of 1–4 years and twenty-two servants had contracts of 5–10 years, making the longer contracts more common. The average contract period for servants was six years. The shorter contracts were designed for the older servants and the longer ones for the younger servants. This again shows some similarity with the contract data sample. The single-year contracts were probably intended for farm labor, but no such details are provided in the record.

The labor contracts and population registers for central Japan show that the age range for the start of the service period narrowed during the eighteenth century, until wage labor contracts took on the characteristics of life-cycle service. The population registers for Nishijo village in central Japan (1773–1872) show villagers entering service aged 10–25, with a peak period of 14–20. Labor migration in this village was largely finished by the age of thirty.⁴³ The population registers of mid-nineteenth century Kyoto neighborhoods also show this life-cycle pattern, with few “servants” of either sex listed under the age of ten, or beyond the age of thirty. The main age for female servants was 12–24, and for male servants 11–26, with a large portion of all people appearing in the population registers during these age periods listed as servants (see table 2.5).⁴⁴

Contract length also changed over time and there were gender differences in the trend. In central Japan, female labor contracts became shorter, with the longer contracts of five years or more largely disappearing from the data by 1800 (with the possible exception of weavers). Later contracts tended to be short – six months or a year – with many contracts giving no specific contract period. The situation for male employees was more complicated, since those destined to become skilled employees and managers in the employer’s business had long contracts of 10–15 years, and this continued in the nineteenth century, as with the contracts of the Endō lineage business. Nevertheless, short contracts of six months also become more visible in the nineteenth century, as with the contracts from Matsuya.

This trend is supported by research on the account books and diaries of wealthy peasants in suburban Edo, the traditional name for modern Tokyo and the political capital of the Tokugawa regime. In the mid-eighteenth century, servants had relatively longer contracts of three years or more. In the late eighteenth century, short-term agreements of one year or less began to appear. The short-term agreements increased during the early nineteenth century and became quite flexible, with some servants hired by the day and others hired for several days per month, for the year. For example, one agreement hired a servant for around three days per month for twelve months and a total of thirty-six days. By the mid-nineteenth century, the account books listed no more yearly contracts. Instead, servants were hired by short-term arrangements of working several days per month and more servants were hired by the day as casual labor.⁴⁵

Table 2.5 Servants as a proportion of the population ages 10–30 in a combined sample of five Kyoto neighborhood population registers 1843–68

<i>Age</i>	<i>% Female servants</i>	<i>% Male servants</i>	<i>% Total servants</i>
10	8	13	11
11	18	36	28
12	23	44	35
13	27	46	39
14	30	54	46
15	39	61	52
16	40	56	50
17	47	56	53
18	50	58	55
19	45	51	49
20	37	49	43
21	31	43	38
22	26	36	32
23	15	34	25
24	20	26	23
25	11	21	15
26	6	21	15
27	7	12	9
28	5	8	6
29	3	12	8
30	6	10	8
<i>Totals</i>	24	39	33

In summary, these analyses suggest several tentative conclusions. There seems to have been a change in employment practices between the seventeenth and eighteenth centuries regarding the age a worker entered into service. No such change is apparent in the contract data 1726–1873, except that the age range for entering employment narrows considerably and takes the form of life-cycle service. On the other hand, labor migration patterns were shaped by local political factors, as well as economic and structural ones, and will require further research to understand. Moreover, the seventeenth century data comes from only one community that may have just been unusual in its demographic system. Finally, the overall employment patterns show continuity as well. Young people entered into apprenticeship around ages 10–14 and completed their basic training around age seventeen, or generally before the age of twenty. Ages 15–19 were the most common ages for gaining a contract and, in many cases, this coincided with the transition from apprentice to skilled worker and acceptance as a full member of the employer's household and business.

The longer contracts tended to be more prevalent in the younger (11–16) age group, suggesting that employers preferred to train younger apprentices. However,

older men and women were not excluded from the longer contracts and the possibility of apprenticeship and training, at least in the earlier periods. One possible explanation for the older ages of workers for the Matsuya and Sugiyama businesses, with shorter contracts, may have been a need to hire skilled workers. The next chapter addresses this possibility. The contract period also tends to polarize over time into two groups: long contracts for the skilled apprentices and managers and short contracts for the unskilled, or for those who were hired with outside training. This development also paralleled the increasing use of casual labor where unskilled or semi-skilled labor could be employed.

The largest age group for women, 15–24, reflects both the inclusion of ten wet-nurses in the sample and the practice of using service for pre-marital training. Wet-nurses were probably necessary in stem family businesses to relieve the responsibilities of the wife of the head. Employment as a maid, or artisan training in the textile or paper industries that used female labor, was probably a valuable marriage asset for a young woman, whether she married the head or future head of a stem family business, or used her skills for agricultural by-employment. This also reflects the life-cycle nature of this employment.

Early modern Japanese businesses had a stem family framework. The head of the business and his wife were the father and mother of the family. The retired head was the grandfather. The *tedai* were the adult children, regardless of their kin relation to the head, or their lack of kinship ties. The apprentices were the children of the family business and many employers referred to their apprentices as children or *kodomo*.⁴⁶ However, employees of the stem family business worked for a wage they would eventually receive after completing their basic terms as *tedai* and they shared neither ownership nor liability with the head of the business. Moreover, they were professional managers, who were expected to be capable of establishing and managing either a branch of their employer's business, or their own business, after some years of experience upon completion of their apprenticeships.

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

3 Labor organization in industry

Tokugawa enterprises employed a combination of contract and casual labor that matched their needs for skilled and semi-skilled or unskilled labor. These needs were determined in part by the production process, the organization of production labor, and the size of the business. The combination of contract and casual labor formed a continuum. At one end of the continuum, manufacturers relied entirely upon contract labor and, at the other end, they relied almost entirely upon casual labor for the production process.

The previous chapter outlined the organization of businesses in early modern Japan. The organization followed a stem family and lineage framework, similar to the family system found in much of Japan at this time. However, the organization of labor, and particularly the use of contract or casual labor, depended upon the product and aspects of the production process as well as available labor. This chapter analyzes the structure of labor and production for four industries in the data set: textiles, paper, safflower products and dyes, and brewing. The data from these industries show the full range of economic and labor organizations on the continuum described above. The other enterprises in the data fall within the continuum thus described. Finally, the chapter discusses the implications these analyses have for understanding Tokugawa society at large.

Textiles

The cotton and silk textile industries of the Tokugawa period are well known as proto-industries. They have probably received the most attention in the research literature, so the description of these industries is brief and limited to showing the roles the businesses in the data sample played in them.

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

the former domination of urban merchants. The finished textiles were then sold to urban wholesaler merchants.¹

The cotton textile industry of Ise, for example, was a village-based cottage industry. The village girls spun the thread and the women wove the cloth, as a household cottage industry. Older girls were apprenticed to older women, skilled in weaving as part of their pre-marital training, and one woman might supervise ten girls in her household as servant-apprentices. The men cooperated in factory-style production to dye thread and cotton cloth as necessary to produce the designs in the cloth woven by the women. Mitsui and other lineage businesses based in Ise province provided the capital for this industry and sold the cloth produced by the villagers of the region at their various retail branches established in Kyoto, Edo and provincial towns in other parts of the country.²

The Endō lineage business in this data sample also acted as a textile wholesale merchant of this kind, but the lineage had no apparent exclusive provincial connection like those of the Ise merchants. The family had some business connection with villagers in Izumi province, as shown by an agreement regarding the cultivation of rape.³ At the same time, their shop name or *yagō* was “Hiranoya”, implying some sort of connection with the Hirano group of villages in Kawachi province. The Endō lineage business sold silk and cotton textiles to court nobles and various *daimyō* that were part of their clientele for tailored products.⁴

The contracts in the Endō collection include twenty-eight long-term contracts for men. Postscripts on many of these contracts record when the apprentices represented took new names as *tedai*. Fifty women were hired on open-ended contracts and twenty-nine of them were hired during the ten-year period 1828–38 (see table 3.1). Although these women could have been maids, the nature of the Endō business and clientele suggests that many may have worked as seamstresses. This assumption is also consistent with the findings for the Kimura lineage business that trained and employed women weavers.

The Kimura family participated in the silk textile industry of the Nishijin neighborhood in Kyoto. They supplied silk thread to independent weavers and bought their cloth as wholesaler brokers called *nakagai*. Numerous contracts show that the Kimura family supplied silk thread to weavers and paid them a weaving fee for the finished cloth.⁵ The contract excerpt below is one example of this relationship.

Kameya Kashichi of Nishijin [] has borrowed thread from you which he will weave according to your instructions and send back to you.⁶

The family also hired wage weavers, as shown in a document regarding a wage weaver named Uhei excerpted below, implying that they also had a weaving workshop or manufactory. The term “weaving service” or *orite bōkō* suggests weavers who live in the household of the employer, as explained in Chapter 2.

While Uhei worked for you he sometimes was disobedient and he gradually borrowed more and more against his weaving. Nevertheless, he entered into outside weaving service against your wishes and you revoked his relation

Table 3.1 Contracts for laborers in the textile industry by gender and contract period

<i>Contracts</i>	<i>Male</i>	<i>Female</i>	<i>Totals</i>
6 months	1	—	1
1 year	—	6	6
6–9 years	1	—	1
10–15 years	30	2	32
Indefinite	7	50	57
<i>n</i>	39	58	97

with your business. Now he is ill and unable to reach you, so I have brought his request for permission to work for you again.⁷

Uhei had borrowed money against his weaving and eventually accumulated a large debt. His apology was for entering weaving service with another manufacturer, even though he had a large debt with the Kimura family business. As a wage weaver, Uhei did not own his own loom, but worked in the Kimura weaving workshop.⁸

The Kimura family also trained weavers in their business, taking them on as both employees and students. There is not enough information in the above apology of 1796 to positively identify wage weaver Uhei as the apprentice Uhei whose parents paid for his upkeep during training in 1793, but the two documents may have been for the same person.⁹ The Kimura family also contracted their workers out to other businesses, as shown in the complaint regarding a young woman named O-Man who was contracted out to Yawataya Kahei and managed to form a separate private contract with Wakasaya Rihei at the same time.

Your O-Man has been serving a contract with Yawataya Kahei while at the same time she has contracted with us under the same terms.¹⁰

What was the difference between apprentices employed by the business and students whose parents paid for their apprenticeship? I suspect that students had the option of returning to their families and working independently after completing their training. Apprentices employed in the business remained with the business, becoming members when they gained the skills to work in the workshop or in management.

The nature of the Kimura business – as suppliers of silk thread, brokers, weaving workshop owners and textile retailers – required a skilled labor force, which they either trained themselves or hired from outside, and which included both men and women. The Kimura business included at least two shops or manufactories, Sasaya and Izutsuya. Miscellaneous documents sent from their employees to the Kimura business reveal a bureaucratic management hierarchy similar to that described for the lineage businesses above. They also definitely played an integral part in the proto-industrial system of Nishijin silk textile manufacture. The same is

true for the Endō business, although they were less involved in textile manufacture and more involved in retail and tailoring.

Table 3.1 shows the contract lengths for employees of the Endō and Kimura businesses by gender. Ninety-one of the ninety-seven contracts are from the Endō collection, but the six contracts from the Kimura collection follow the same pattern. The six women with one-year contracts were wet-nurses for the Endō family. The man with a six-month contract may have been a servant for the Kimura family, or he may have filled a need for skilled labor that was temporarily unavailable. All of the contracts of indefinite length are from the Endō collection.

This analysis shows a heavy concentration of female labor and long-term or open-ended contracts for workers of both genders. The Kimura data already show that female workers were employed as skilled artisans in this industry. Furthermore, postscripts to the long-term Endō contracts record when these workers took new names as *tedai* and sometimes describe what happened afterwards. Iwakichi, for example, was hired in 1812, with a fifteen-year contract. He changed his name to Hanbei as a *tedai* and began his own business in 1833 (*shōbai hajimeru koto*).¹¹ Tōkichi, who had a similar contract, beginning in 1805, took the name Shichibei. He remained with the Endō business until 1825, when he went to work for a dyeing business (*some ten e ai tsutome*).¹² As these examples show, *tedai* were trained as skilled artisans and management workers capable of establishing their own businesses, or finding other work in the industry.

The skill requirements of the textile industry, the nature of the manufacturing process in which the various parts of the process can be widely separated by time, and the existing paradigm of the stem family, as adapted for business, probably contributed to the organizational form this industry took.

Paper

The paper industry represents the next step in the continuum of industrial forms and labor organization. Paper was a common agricultural by-employment in many regions of Japan. In the province of Ise, paper was a village-based household industry, second only to cotton textiles, and limited to winter production.¹³ Even in Minō province, a center for paper manufacture since the Nara period (715–806), paper manufacture was primarily a rural agricultural, by-employment household industry.¹⁴ In Echizen province, however, the Mitamura family – and the five villages of the Ōtaki district where the Mitamura lineage business was based – managed to turn paper manufacturing into a year-round, full-time industry. The best quality paper was manufactured during the winter months, but poorer grades were also produced in the spring and summer months.¹⁵

According to documents of 1742, the Mitamura family employed twenty-seven men and seventeen women as contract workers for their production labor, plus an unknown amount of casual wage labor. In 1748, the family employed thirty-two men and twenty-one women as their contract labor force, after which they generally maintained a labor force of fifty workers. The family preferred not to use much casual labor because they feared their production secrets would leak to competing

regions, so the family hired casual labor mostly for the lowest positions, such as janitors or cooks. Paper manufacture was a relatively simple process and the secrets of Mitamura production and quality were easily recognizable by anyone who had knowledge of paper manufacturing if they participated in, or knew anything about, the process. Most of their contract labor was hired from within the Ōtaki five-village district, but the business contracts show that they hired some workers from other districts in Echizen province as well.¹⁶

There were seventeen steps to the process described by Kobata Atsushi in his study of Okamoto village, which was formed from the five villages of the Ōtaki district:

- 1 harvest or buy the paper mulberry,
- 2 steam it,
- 3 strip the bark,
- 4 hang dry,
- 5 soak in water,
- 6 stamp on it to remove more bark,
- 7 strip the remaining bark with knives,
- 8 dry,
- 9 soak in water to expand,
- 10 boil with wood coal,
- 11 rinse,
- 12 beat on an anvil,
- 13 rinse beaten pulp in a bag,
- 14 place washed pulp in a trough of water,
- 15 add soupy rice mixture,
- 16 dip paper from mix on bamboo slats,
- 17 remove paper and hang dry.

Notice that the purpose of five of these steps is removing every trace of bark or other impurities. The rinsed pulp is dried twice, after which it is soaked in water twice. The “secret” of the Mitamura production process was in the extra care taken to remove impurities. Each trough of mix produced eight sheets of paper at one time and workers at each trough produced 60–70 sheets per day.¹⁷

This production also included a sexual division of labor. Women were responsible for the early stages; men for the latter stages. The Mitamura family compound included *nagaya* dormitory apartments for their contract workers and two buildings for the factory. Men and women were segregated in the dormitories and given different break times and meal times. All of the factory workers lived on site.¹⁸

By the nineteenth century, the Mitamura lineage business was acting as the broker for the other manufacturers of the Ōtaki district, as well as selling paper in Kyoto and Edo and taking orders from all over Japan.¹⁹ Mitamura *myōdai* were in charge of transporting Ōtaki paper to the various markets and special order customers.²⁰ A *myōdai* appears to have been a management employee at a high level

in the management hierarchy with the authority to represent the business when the head was not available. One such worker, Katsu Shichirō of Yokkaichi town in Ise province, reported the results of his work in Edo to the main household in 1763.²¹ Another *myōdai* of the Mitamura business was in charge of the financial records. When he died, his son continued his work, but did a poor job and was fired. He returned all the records and receipts with his letter of apology in 1757 excerpted below.

My father Kyūbei worked for you as your agent [*myōdai yaku*] protecting the house for twelve years. He died of illness, so I continued his work for you. However, you were not satisfied with my work and fired me permanently, so I remand to you the records and will no longer have business relations with you. Of course, I am delivering all the records and certificates to you so you will have no trouble. If there is any problem in the financial records, I will go over them with you and investigate any discrepancies in the work of myself or my father.²²

The Mitamura business had several major ongoing contracts. Probably their largest contract was with the national Government, to supply it with paper. The size and importance of this contract led the Mitamura family to establish a permanent retail branch shop in Edo to deal with Government demands. The branch shop was managed by the leading *tedai* called the *shimariyaku*.

As the broker and wholesaler merchant representative for the five-village district, the Mitamura business loaned capital to other manufacturers in the district, and was thus in some respects similar to merchant capitalists in the proto-industrial system. In some cases, a small independent manufacturer was forced to work in the Mitamura factory when he could not pay his debts as in the contract excerpted below.

As I am in arrears for the above amount in paper orders, I will go to work for you from the last month of this year of the ram. My wage is set at five *ryō* five *bu* per year. I will ask if I need anything more. One *ryō* per year will be applied to the debt above according to your directions.²³

This method for settling debts was possible because the Mitamura family was also a local manufacturer. Before the family became the broker for the villages in the Ōtaki district the *daimyō* of the Fukui domain, which encompassed much of Echizen province, had appointed various other merchants to act as brokers.

The domain was largely interested in ensuring its own paper supply, controlling the domain paper trade, and protecting the paper manufacturers in the Ōtaki district. The manufacturers needed capital to buy or cultivate high-quality paper mulberry, so the domain appointed merchants who could loan the necessary capital. However, the domain did not allow the merchants to foreclose on any unpaid loans and limited the commission percentage these merchants could make, so many of these merchants went bankrupt after acting as brokers for a few short years.²⁴ When the Mitamura family took over the role, their business could

Table 3.2 Mitamura contracts by gender and contract period

	<i>Male</i>	<i>Female</i>	<i>Total by period</i>
5–9 years	1	1	2
10–12 years	2	1	3
Indefinite	11	—	11
<i>Total by sex</i>	14	2	16

make up the bad loans in labor and repossessed supplies meaning that the business benefited. At the same time, the family could market the other paper together with its own so its investment in the marketing process was not an extra burden.

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

The Mitamura family business largely depended upon a skilled labor force usually trained in-house, although they hired skilled local artisans as well. However, the main reason for depending heavily upon skilled contract labor was the need to control technical leaks rather than an absolute need for all workers to be skilled professionals, and the family hired unskilled workers when necessary to maintain the labor force required.²⁵ After all, unskilled workers could accomplish much of the process described, with direction. Moreover, any knowledgeable worker could easily recognize that the Mitamura business used more steps in their manufacturing process to remove impurities from the final product.

Table 3.2 shows the contract period analyzed by gender for the sixteen Mitamura business contracts in the data sample. The shortest contract with a stated length was five years, so I do not show the shorter periods on the table.

The paper manufacturing process required certain steps to be immediately consecutive, for reasons of quality control, so that the raw materials did not spoil in the process. This concern was the reason why villagers in other regions who manufactured paper as a cottage industry limited their production to the winter months. By doing so, they could control the temperature and avoid spoilage.

This particular manufacturing process was also why the cottage industry production did not break up into steps in which different households specialized in different parts of the production process, in the way that households involved in textile production did.

The manufacturers of the Ōtaki villages including the Mitamura family became full-time professional manufacturers, because they developed ways to work around these difficulties.

Safflower

The processing of safflower, to make reddish dyes, inks, paints and cosmetics, represents another step along the continuum of industrial forms. Safflower was cultivated in many provinces. The flowers were processed after harvesting to produce a small, flat cookie shape and sent to safflower wholesalers in the urban centers. Some farmers processed the safflower themselves. Others sold the flowers to a local dealer, who would process the flowers for shipment. When the safflower cakes reached Kyoto, wholesalers bought the cakes and sold them to various dyers.²⁶

A variety of products were made from the safflower cakes. Red textile dyes were important, but so were red ink, red food coloring and red cosmetics, such as lipstick, blush and the face-paint used in the kabuki theater. The safflower wholesaler Matsuya apparently employed both skilled and unskilled laborers, which suggests that they processed the safflower cakes and sold the various products made from the safflower.

Like the Kimura lineage business discussed above, Matsuya accepted students for training as artisan apprentices called *deshi*. Nishimura Gen'uemon sent his foster son Gennosuke to Matsuya for a three-year apprenticeship in 1863. The apprenticeship agreement is excerpted below.

We leave the boy Gennosuke with you from this year of the boar month twelve for three years until the coming year of the tiger. We will pay you the agreed amount of ten *monme* per year for his care on top of the five pieces (*mai*) of silver we gave him.²⁷

The fact that the parents of these students paid Matsuya to apprentice their children implies that Matsuya employed skilled artisans for safflower processing. In another document, Matsuya offered two *ryō* of gold to Tōsuke, one of their wage laborers, for an employment contract. This document, excerpted below, shows that Matsuya also employed casual labor for safflower processing and Tōsuke had shown a skill Matsuya valued.

Tōsuke should be here to negotiate, but he has returned to his home province due to illness. In the past he has worked for you as a day laborer. Now you want to offer him a contract and we accept this money as his agent as an advance for him when he returns.²⁸

The implication was that Tōsuke had already gained training in some form, either by an apprenticeship somewhere else, or by picking up skills as he worked as a casual laborer for various dyers over an extended period of time. The casual laborers were probably largely unskilled or semi-skilled and simply followed the instructions of the skilled artisans in the manufactory. When a skilled worker like Tōsuke appeared, they offered him a contract.

Matsuya was not satisfied to wait for the safflower cakes sent to Kyoto by provincial producers. Instead, Matsuya *tedai* went to the provinces to find the best supplies of safflower and to arrange to fulfill the needs of the business. The following excerpt

Table 3.3 Matsuya contracts by gender and contract period

	<i>Male</i>	<i>Female</i>	<i>Total</i>
6 months	17	1	18
1–9 yrs	—	—	—
10–12 yrs	5	—	5
Indefinite	3	—	3
<i>Total by sex</i>	25	1	26

is from an apology written by Sensuke, a Matsuya *tedai*. From the text, we can see that he was in western Japan, probably looking for safflower suppliers.

As I made the rounds of the western provinces, I used the money you had advanced to me to get drunk and found myself sick in an inn in Shikoku.²⁹

Matsuya shows a management structure similar to the Endō lineage business in its business practices and similar to the Mitamura family business in its labor. Table 3.3 shows the Matsuya contracts by contract length and gender. The previous section showed that Matsuya employees tended to be older than those of most other enterprises. This table shows also that many Matsuya employees had shorter contracts, as well.

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

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

Brewing

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

The average labor force of sake breweries in Itami, Ikeda, and Nada – the three main sake brewing districts in the Kobe and Osaka region – was an average of forty workers per day during the eighteenth century and grew larger in the nineteenth century. The brewery labor force was headed by the *tōji*, or main brewer, who had full responsibility for the brewing process; followed by the *kashira*, or assistant brewer, and the *emon*, who was responsible for the yeast. Two other important positions were the *motomawari*, who was responsible for the fermentation process, and the *kanaya*, who was responsible for steaming and cooling the rice. These five workers needed the knowledge and skills of the brewing process. The remaining workers merely followed their orders.³⁰

Although a stem family brewery might supply the five major brewery positions from within the immediate family, many breweries found it more practical to train apprentices for these key positions within the main household. Hakutsuru apparently followed this practice. Magoshichi, the director of a *bekke* or semi-independent branch of Hakutsuru, secretly brewed sake on the side, using rice spilled from the bag and steamed rice stuck to the sides and lid of the rice steamer, and pocketed the profits.³¹ He could not have brewed this sake in secret if he had not been trained in the brewing process. Therefore, although he had become an important member of Hakutsuru management, he probably spent a portion of his career as part of the skilled brewery labor.

Sake brewers generally produced only during the cold months of the year, for temperature and quality control. Production usually lasted 130 days, including the time needed for fermentation. The casual wage laborers of the breweries in Itami and Nada included many farmers from Harima, Kawachi, and Tamba provinces, who migrated to the breweries during the agricultural “off” season, which conveniently coincided with the prime season for sake brewing. Many stayed for a whole season, rather than a mere day or a week, because they migrated some distance and were called “one-hundred-day laborers” (*hyaku nichi kasegi*). These seasonal laborers were the nucleus for the Konishi and Hakutsuru brewery labor.³²

The Sugiyama family was a smaller local brewer that entered the brewing business from an unrelated industry.³³ The brewery hired skilled freelance brewers as contract workers in the 1740s and used them to train others, in an effort to upgrade its product. This explains the highly-paid, older workers hired by the Sugiyama brewery on short contracts, several years after the Tondabayashi brewers gained the right to send their sake to the Edo market. This right was granted in 1715, but the brewers probably did not exercise the right until later, possibly due to changes in the location of the political administrators of the town.

Tondabayashi became part of Sakura domain east of Edo, 1723–46, and then under the direct management of the central Government in Edo, 1746–56. These

affiliations were probably important factors behind the timing of the decision to export to Edo. When the breweries began exporting to Edo, however, all the Kawachi province brewers combined sent only 600–800 barrels of sake per year, as compared to the 45,000–58,000 barrels exported by the Itami brewers, including the Konishi breweries, and the 123,000–156,000 barrels exported by the Nada brewers, including Hakutsuru.³⁴

The Maruo brewery in Tatsuno was relatively large, compared to other soy sauce breweries such as Higeta or Yamasa in the Kanto region. The Maruo family brewed both sake and soy sauce. Their sake was sold exclusively in the Tatsuno local market, whereas they regularly shipped their soy sauce to Kyoto and Osaka from 1688 and to Edo from 1710. Nevertheless, Maruo sake production was always greater than their soy sauce production, until they gave up brewing sake and focused on soy sauce from 1813.³⁵ The family probably chose to focus on soy sauce production because their soy sauce had been such a popular product in Osaka and Kyoto. Prominent chefs of Kyoto cuisine praised Maruo soy sauce in 1745 as the most appropriate soy sauce for Kyoto taste and this reputation continues today.³⁶

Maruo brewery production labor was exclusively casual labor. The brewery used 46–56 workers daily, 1818–30, and 58–71 workers daily, 1861–68, paying them a basic wage of 1.2 *monme* of silver per day.³⁷ Until 1804, half of the brewery labor came from the town of Tatsuno and half from local villages in the province. From 1804 to 1843, the proportion of local, urban laborers gradually decreased to about forty percent, as the brewery hired more labor from rural villages.³⁸

The casual laborers were free to come and go, because they had no contracts.³⁹ In many breweries with a strong local base, these laborers wandered in to work for a day, a week, or several months, as they took time off from their farm labor. They were paid on a daily basis and slept in the brewery dormitory, where hot food and drink was available throughout the day.⁴⁰ Three casual laborers at the Maruo brewery, however, actually worked year-round, with no time off. Another ten laborers regularly worked more than 250 days per year. These regular workers probably filled the responsible and skilled positions in the brewery, even though they had no written contracts. The Maruo brewery produced year-round, at least from the nineteenth century. The Maruo family probably acted as their own *tōji* brewers, since they developed the *usukuchi* recipe for their soy sauce.⁴¹

The casual labor of the Tatsuno brewery was not the entire labor force of the Maruo business. The Maruo collection includes a number of contracts. The family established a branch brewery and retail shop in Kyoto called “Kikuya”, in 1754, and they had a branch retail shop there even earlier, as shown in the following contract excerpt.

I am unable to pay the rice tax at the end of this year, so from the twelfth month of this year of the rabbit to the twelfth month of the coming year of the dragon I affirm that I will work at the shop of your elder brother Miyake Genbei in Kyoto.⁴²

Already in the Kyōhō era (1716–36) the Maruo brewery was exporting 110–160 thousand barrels of soy sauce per year to Edo alone.⁴³ The need to oversee the coopers who made the barrels, the barges that transported the soy sauce down the river, the retail shops, the deals with independent wholesalers and retailers, the necessary supplies of raw materials – soy beans, wheat, and salt – for brewing the soy sauce, the account books, and all the necessary aspects of managing business production, implies the existence of a management hierarchy of some sort. Since their contract labor was not used in the brewery, I presume that contract labor was used for the business management hierarchy and possibly household service labor. The 1747 contract supports this assumption.

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

The three larger breweries were fully-integrated businesses, with evidence of a managerial hierarchy of contract workers. Both Hakutsuru and the Konishi breweries had branch retail shops in Edo and Osaka, and supplied their own transport. Furthermore, the Konishi contracts specify that they were for *tedai*, and a variety of clues in the contracts – the addressees and postscripts – reveal that these contract workers were sent from the home branch to various other branches, implying a well-integrated managerial hierarchy.

The Tokugawa economic continuum

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

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

For example, spinning, weaving, and the various techniques used to weave complicated designs and patterns into cloth require considerable skill. An unskilled

person following directions cannot accomplish these processes, and an unskilled worker could not easily pick up the skills through observation. An unskilled worker, however, can easily rake cooked rice cool, or empty a cooked rice mixture out of a vat. He may not know how long to cook the rice or any of the ingredients that go into the mixture, and when to add them, but he can follow directions. Moreover, he can learn these skills through experience, as he follows orders.

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

The brewing processes for sake and soy sauce, however, were relatively complicated. There was a general understanding that learning these processes would take three years of constant work in the production process.⁴⁴ Under these conditions, brewers were not concerned that unknown casual laborers could easily steal their production technology. Moreover, establishing a brewery required considerable capital investment and was not practical for the average farmer or peasant.⁴⁵ This was yet another reason brewing was not easily adaptable to cottage industry and brewers did not much worry about leaks in production technology through the use of casual labor.

Another aspect of labor control and industrial organization was timing in the production process. In the textile industry, except for the dyeing process, the speed and timing of the process does not affect the quality of the final product. The work pace and even the various processes that contribute to the final product can be broken up. Such is not the case for the production processes of paper, sake, soy sauce, or dye. These processes all involve the use and preparation of perishable materials, so variations in speed and timing greatly affect the quality of the final product and must be carried out under a single roof, whether in a workshop, household or factory.

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

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

4 Labor contracts and contract labor

Contract labor, or labor hired with written contracts, played an important role in the corporate structure of Tokugawa stem family businesses. Contract workers were sometimes trained and hired as artisans and manufacturing labor, but larger businesses also used contract labor in their managerial hierarchy. Because the corporate structure developed from the stem family, the employment of contract workers and their inclusion in the business management hierarchy was comparable to accepting outsiders into a family.

This chapter focuses on labor contracts and contract labor. Labor contracts during the early modern period were letters of guarantee and this chapter addresses the legal and historical background to their development. These contracts developed partly from the need to protect the employer from the dangers of integrating strangers into the corporate structure of the family business and therefore into the family. The increasing need for greater supplies of industrial and commercial labor led to social as well as geographic mobility in opposition to local and national government policies regarding population control. The next chapter addresses the issue of geographic mobility and government policies regarding migration. This chapter examines the opportunities this system provided for social mobility in spite of the official ideology of dividing the population into four separate and distinct classes.

Key ingredients to the labor contract were the contract guarantor and the contract guarantee. Guarantors have attracted little attention from scholars of Tokugawa Japan, even scholars who have paid some attention to labor and business. Yet the employment contract was a letter of guarantee, and one of its main purposes was to define the responsibilities of the guarantors.¹ Therefore, I begin with a discussion of the legal history of Tokugawa labor contracts. I follow this with analysis of the contract guarantee and the guarantors.

Guarantors were among several possible witnesses to a contract and the combination of these witnesses reveals some aspects of hiring practices. Moreover, the address and identification of the head of the employee's home household reveal some of the opportunities contract employment provided for social mobility. Finally, the chapter discusses the social implications of these findings for Tokugawa society.

The legal-historical background of contract labor

At the beginning of the seventeenth century, selling a person into service was still common and this was one of the standard ways of gaining a servant. Other methods included employing kin, such as nieces, nephews or cousins, and taking in the children of friends or other members of a larger network of people known and trusted by the employer. Thus, an informal network of contacts supplied labor needs.

In times of economic crisis such as famine, a family might sell one or more of its members into service. Indeed, the sixteenth century was a period of constant war in Japan and smaller families would voluntarily enter into dependent service relations with a local powerful family, providing labor in return for economic support and other protection.²

Several changes during the course of the early modern period caused this type of labor relation to decline, although at different rates in different regions of Japan. Agricultural land was divided and re-allocated at the national level through a system of cadastral registration in the early seventeenth century under the Tokugawa regime, so the local powerful families were not so powerful and the poorer families were not so poor. The national Government also enacted two laws prohibiting the sale of people, in 1616 and 1619. A third change was rapid economic development and labor shortage during the course of the Tokugawa period that offered alternative sources of income to the servant households.

The 1616 law prohibiting the sale of people was aimed at the criminal activities of robber gangs. According to the 1616 law, both the seller and the buyer would be fined the amount of the sale. Thus the seller made no profit and the buyer paid out double the price. The real penalty, however, was for kidnapping a person and selling him or her. In this case, the kidnapper would be executed and the kidnapped person returned to his guardian, who might be the former owner.³

The most famous law against the sale of people was enacted three years later in 1619. Now, in addition to the death penalty for kidnapping and selling a person, anyone buying a person or selling a person to another was punished by one hundred days in prison and confiscation of the profit. The penalty for refusing to give up the profit from the sale was death. Moreover, if a person sold a family member, even a hereditary servant, the price would be confiscated from both seller and buyer and the person who was sold was to be freed.⁴ Although the law did not immediately stop the sale of people, this practice disappeared in central Japan by the 1670s. Certainly, the law was a major deterrent, perhaps not only for the penalties, but also because the person being sold actually gained his or her freedom.

After the 1619 law prohibiting the sale of people, the informal network became the main source of labor.⁵ The sale of people devolved into two types of service agreements. One type was called "pawn service" or *shichi ire bōkō*, in which a head of household borrowed money on the collateral of the labor of a member of his household. Sometimes the labor of the servant was considered the interest for the debt. Often, however, the servant received a wage for his service after the debt was repaid.⁶

The 1619 law actually prohibited the permanent sale of people, so many families sent their children into service as a temporary sale and this developed into wage employment. In the earlier forms of this arrangement, the employer would pay the wage in advance for the agreed service period. The following contract, written in 1753, gives an example of this arrangement. The written contract is a receipt for the advanced payment.

Kiheiji of Kawachi province Tannan district Yamahigashi Shinden age 23 has been well known to us for years, so we stand as his guarantors and send him to work for you for a half term from this year of the cock eleventh month until the coming year of the dog seventh month fifteenth day, so we certify. His wage is set at 85 *monme* of silver, which we have certainly received without mistake ...⁷

When wages are paid in advance, one natural concern is keeping the employee working for the full contract period. Indeed, this was the problem negotiated during the seventeenth century. Since labor was recruited through informal relations at the beginning of the century, there was an assumption that these informal connections would provide their own enforcement. However, as the economy expanded and labor was recruited from a wider labor market, problems arose.

Usually the prospective employee would enter the household of the employer for a five-day trial period called *me mie*. If both parties were agreeable at the end of the period, then the contract would be finalized and the wage paid in advance. When the family of the employee had personal connections to the employer, then there was probably no problem. However, more and more employers had to use employment agents called *kuchiire* to recruit servants. In this case, the employer paid a commission to the agent to find a likely person to employ. The employment agent often would pocket the commission and disappear without producing an employee. Or the agent would receive the wage at the final agreement, ostensibly to send it to the family of the employee, but then pocket the money, so that the employee's family received no compensation for his work.

A third scam was for the agent to pocket the money he later shared with the employee. A few days later, the employee would abscond from the employer's household, sometimes stealing household valuables, and disappear. Actually, the employment agent would often send the employee to another household in a different area, using the same process. The employers would lose money, labor and whatever the employee took with him. The agent would receive the commissions and share the wages and the value of the stolen goods with the former employee. In an effort to eradicate or control such practices and protect employers, the central Government required employees to have reliable guarantors in 1665. When the problems continued, the Government passed laws to punish the guarantors, 1666–68.⁸

One problem of enforcement was that many contracts were verbal. Without written proof and the addresses of the employee and the guarantors, there was plenty of room for dispute and both employee and guarantor could easily disappear. Let me note that changing one's personal name was both legal and common at this time. Moreover, surnames were not normally in use and technically disallowed for people

who were not members of the warrior class.⁹ Of course, the religious and population investigation registers called *shūmon aratame chō* were already in common use at this time, so technically “disappearing” would not be easy. However, finding an individual in the registers without knowing his present or previous address would have been extremely difficult. Moreover, urban registers did not record where people went when they moved away.¹⁰ One obvious action was for a written contract to be drawn up that recorded all of the necessary information regarding the guarantors, their responsibilities and how to contact them.

An investigation by the central Government in 1710 revealed a little over 390 professional employment agents in Edo alone. The Government organized them into thirteen groups of thirty agents each, all under the control of a union (*kumiai*). People who were not part of the union were barred from acting as employment agents or guarantors unless they had close, personal connections with the worker, such as being members of the kin group, or coming from the same province as the worker. If the contract worker absconded, employment agents and guarantors were made liable and required to either reimburse any wage paid in advance, find and return the employee, or provide a substitute. They were also liable for the value of any goods or money the employee took when he left.¹¹

The problems continued, however, as wages increased, together with the opportunities for high commissions from both worker and employer. In 1730, the Government limited employment agents in Edo to 202, and ruled that agents could only receive a flat fee from the worker for the introduction and nothing from the employer. After the opportunities for high commissions disappeared, the problems decreased.¹²

The contract guarantee

With the above background, the title of early modern labor contracts as “Guarantee of Service” is unsurprising. Guarantors commonly used three methods to show the honesty and reliability of a worker. The only essential one found on all contracts was a claim that the worker’s family had long been members of some specific Buddhist sect, followed by some assurance that the guarantors could produce the worker’s temple registration certificate. Often the temple was identified and further assurances were given that the employee was specifically not a Christian and not a member of any prohibited religions or Buddhist sects. The following excerpts show the various forms this guarantee could take.

As for religious affiliation, his family has long been registered at Genkokuji temple in Tatsuno.¹³

His religious affiliation has long been Higashi Honganji and his temple of registration is at Kawachi province, Shibukawa district, Daichi village, Entokuji temple. As guarantors we confirm that we have his registration certificate.¹⁴

Her religious affiliation has long been Nishi Honganji. We have her temple

registration certificate and she is not a member of the prohibited Christian religion. If she should become a member, tell us immediately.¹⁵

His religious affiliation is not with a prohibited sect. His temple registration certificate will be immediately available any time you wish to have it.¹⁶

This guarantee implies that there were people who were not registered with a Buddhist temple, and that this lack somehow made them unacceptable as members of the employer household. Furthermore, the fact that this clause was a part of every written contract, regardless of other differences in contracts and employers, suggests that the Government required this clause, probably as a method for keeping track of people. Indeed, the primary function of the registration certificate may have been address verification.

The Tokugawa Government banned Christianity in 1612.¹⁷ In 1614, the third shogun Tokugawa Ieyasu published a statement written by a monk of Konchi-in temple that declared Christianity to be an evil religion and claimed that Christians sought to take over Japan. By the 1630s, people were expected to produce a Buddhist temple registration certificate as proof of social acceptability and loyalty to the Tokugawa regime, as well as proof of religious orthodoxy.¹⁸

This practice was probably one reason for the guarantee of temple registration in the labor contract. The registration was proof of social acceptability and loyalty, but it would have had little meaning if all members of the population were indeed registered at birth, as Elisonas claims happened from the early eighteenth century.¹⁹ However, there was an unregistered population in Japan. Many of these people were homeless vagabonds with no home village or temple to be registered at. Matsudaira Sadanobu recognized them in the Kansei reforms of 1787–93, when he planned to grant parcels of land to “honest vagabonds” among the *mushukumono* or unregistered population.²⁰

How could this population exist if everyone was registered at birth? This group could include abandoned children unless some family adopted them. It also included people who had left their communities without officially telling anyone where they were going. “Disappearing” in this manner was illegal throughout Japan, although there was leeway in the enforcement of this policy. Of course, many of them went for secret labor migration, but they may have had trouble gaining long-term labor contracts without their temple registration certificates, so it is likely that they mainly found work as casual labor without contract.²¹

These homeless people probably comprised the groups of “honest vagabonds” targeted by Sadanobu, but there was no particular reason for employers to avoid these groups. *Mushukumono*, however, also included other groups of people. Petty criminals receiving the light punishment of banishment from a specific area were also removed from temple registries and became *mushukumono*.²² Furthermore, many villages and communities banished the mentally ill and the mentally handicapped.²³ Therefore, the unregistered population included many people who were socially unacceptable and certainly undesirable as contract employees who would become members of the employer’s household or lineage.

Some employers were satisfied with the temple registration for the guarantee.

Further assurances that the employee would obey national laws and the rules of the employer's household were common additions to this section. The contracts of many Kyoto businesses also required the assurance that the employee was not "a masterless warrior, a ruffian, or the child thereof". The following excerpts show some examples of this assurance.

She will not turn her back on government laws. Furthermore, she is not a warrior, a masterless warrior or the daughter of one.²⁴

He is not a member of any religious sect prohibited by the government nor is he a masterless warrior. However, he will follow your religion while working for you.²⁵

This person is not a member of the prohibited Christian sect, a ruffian, or a masterless warrior.²⁶

The Government instituted various means for controlling "masterless warriors", or *rōnin*, in Kyoto. These measures began immediately after the battle of Sekigahara, in 1600, and were further strengthened after the battles of Osaka, in 1615, and Shimabara, in 1637. Originally, the Tokugawa Government feared warriors from the losing side of these battles would gather in Kyoto and plot to overthrow the Government. The people of Kyoto were admonished not to hide masterless warriors in their homes and such warriors were not to wear their swords in town. The temple registration system was another method used to keep track of this portion of the population by requiring a temple registration for each resident of Kyoto, regardless of whether the residence was owned or rented, and whether the person was a kin or non-kin member of the household. Later, various neighborhoods in Kyoto decided not to sell or rent housing to masterless warriors. These neighborhoods required residents to have local guarantors to vouch for them before moving into the area.²⁷

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

These strictures should have eased after the seventeenth century when the

power of the Tokugawa regime was entrenched and stable. The excerpts presented above show, however, that many Kyoto businesses cooperated to deny employment to such warriors even as late as the nineteenth century. At the same time, the fact that these warriors tried to find employment as contract labor shows the blurring of class lines at a relatively early stage. The Kumagai contract excerpted above, for example, is dated 1714 and is the earliest contract in the data sample. Furthermore, this prejudice was not limited to any specific industry or guild. The Noguchi family business was dyeing and tailoring, but the Kumagai family manufactured incense and sold writing materials. The Mizutani family, whose contracts contain the same clause, sold vegetable oil.

Guarantors and other witnesses

At the end of the contract text came the date and a list of names. These names represent whom the “letter of guarantee” was from. In other words, the people listed were the parties to the contract. An identification of the role in the contract agreement of each person on the list accompanied each name as well as his address and his social identification. Finally, each person listed as a party to the contract had the option of affixing his or her seal, which in Japanese society has the weight of an official signature in Western societies. A seal, called *inkan*, is a stamp carved with a signature and usually registered with civil authorities. Since a seal is carved by hand, a specific seal is nearly impossible to duplicate.

There were three alternatives to the carved seal. The simplest alternative was a dot of ink applied where a seal would normally go, similar to the “X” of an illiterate person in the West. A more reliable method was the fingerprint of the person, called a *tsumein* or literally his fingernail seal. Finally, there were freehand-drawn ciphers called *kaō*. The *kaō* were commonly used as official seals, or signatures, on medieval documents at the highest levels of society, but were generally replaced by carved seals by the seventeenth century.

Figures 4.1, 4.2 and 4.3 show the signature sections of three documents with examples of *tsumein*, seals and *kaō*. I refer to all of the people listed in the last section of a contract as witnesses to the contract. In Western terminology, they were the signatories, but this term does not quite apply here, as the names are not signatures, and not all names have some form of seal affixed to them.²⁸

Examination of the witnesses to Tokugawa labor contracts thus includes four factors: the role of each witness; the address of each witness; the social status of each witness; and whether the witness actually “signed” the contract.

The witnessing pattern on the contracts includes five factors: which roles are represented; how many people fulfill each role; the total number of people witnessing a contract; the geographical relations of the various witnesses; and the social relations of the various witnesses.

The roles that appear on Tokugawa labor contracts include: the employee (*hōkōnin*); the head of the employee’s home household, usually the parent (*oya*); the guarantor(s) (*ukenin*); and sometimes a person identified as a *kuchiire*. The role of the employee is self-explanatory. The head of the employee’s home household was



Fig. 4.1 The “signature” section of a contract for Heisuke, from Ōmiya Kanbei, Hyakushō Heiuemon and Heisuke, [to Hishiya Shōuemon], “Hōkōnin ukejō no koto,” 9/1843, Nakaji collection no. 209, Kyoto City Library of Historical Documents, Kyoto. Kanbei and Heiuemon use carved seals while Heisuke uses his fingerprint as a *tsumein*.

usually the father, but sometimes the mother, older brother, a surrogate parent called *oyadai*, or some other person with a claim to the labor of the employee, called the *hitonushi*. The claims these people had to the employee’s labor will be addressed, together with wages and debts in a later chapter. The endorsement of the head of the employee’s home household on a contract at least represented the permission of the family for the employee to enter into contract employment. However, this endorsement also made the head of the employee’s home household partially responsible for the contract, as one of the guarantors.

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

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

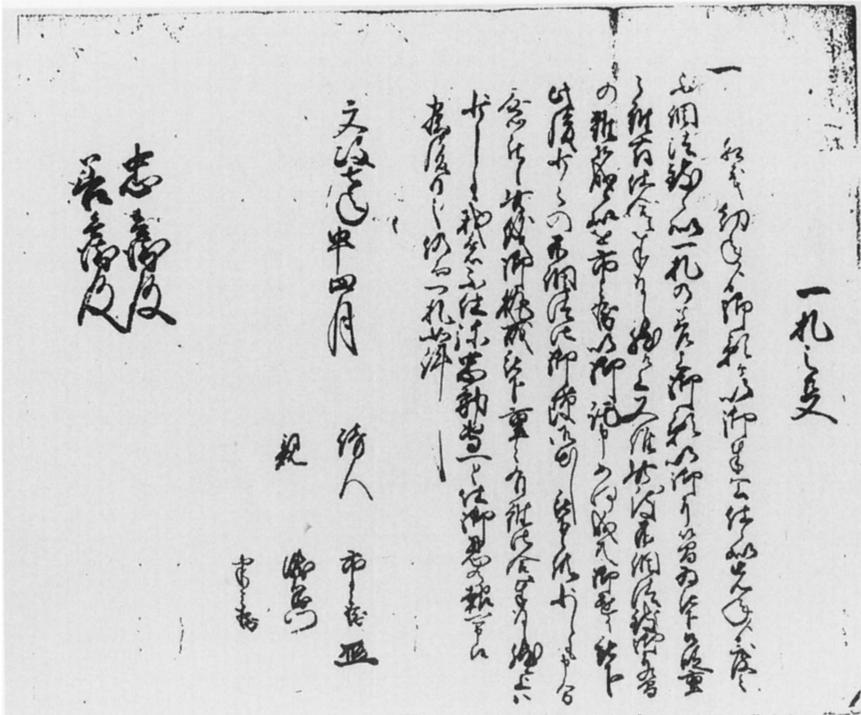


Fig. 4.2 Ichizō, Shōuemon, and Hanbei, [to Chūbei dono and Zenbei dono] “Issatsu no koto,” Apology 4/1824, Endō collection no. 662, Kyoto City Library of Historical Documents, Kyoto. Ichizō uses a *kaō* cipher to witness this agreement.

Ishii Ryōsuke describes *kuchiire* as professional employment agents, and Gary Leupp retains this definition in his study of Tokugawa labor.²⁹ *Kuchiire*, however, are rare in the data sample and only appear in the contracts of two businesses in the collections of twenty-three businesses: the Sugiyama family brewery of Tondabayashi in Kawachi province, and the Mitamura family business of Iwamoto village in Echizen province. Furthermore, *kuchiire* only appear as witnesses to nine contracts, eight of which were written during the eighteenth century, and none of these *kuchiire* appears on a contract without another person represented as an *ukenin* guarantor. None of the *kuchiire* appears as such on more than one contract. Only one person appearing as a *kuchiire* appears on more than one contract in any capacity, even though six of the nine contracts were written for the Sugiyama family brewery during the ten-year period, 1745–55, representing workers from three districts adjacent to Tondabayashi.

All of the contracts that include *kuchiire* among the witnesses represent workers from rural villages in the same province as the employer. Their regular guarantors often included the village headman or some other village official and the *kuchiire* usually came from a different village. One can almost see in the signatures the



Fig. 4.3 The “signature” section of a contract for Chūbei from Ogawayaya Shinbei *et al.*, [to Beniya Gohei] “Hōkōnin ukejō no koto,” 2/1848, Tanaka Yoshimitsu collection no. 48-II, Kyoto City Library of Historical Documents, Kyoto. Chūbei and his mother Fushimiya Toyo use different seals to witness this contract. Toyo’s seal is the rectangular one.

process whereby the worker found someone, a *kuchiire* or a person willing to act as one, who could find him employment with an employer, but who had no personal connections to his village or anyone in it.

Professional employment agents and guarantors were similar, but different. An employment agent merely introduced a worker to an employer and received a commission for the introduction. After written contracts were instituted, employment agents continued to work, but they probably acted more often as agents for casual laborers who had no written contracts. There is little sign of professional employment agents in the data sample except when Matsuya offered a contract to one of their casual laborers. Even here the agent could equally have been a friend or relative Tōsuke trusted and designated to act for him during his absence.

Tōsuke should be here to negotiate with you in person, but he has returned to his home province due to illness. In the past he has worked for you as a day laborer. Now you want to re-hire him and we accept this money as his agent as an advance for him when he returns.³⁰

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

We have known [his] family well for generations and he is reliable, so we stand as his guarantors.³¹

This phrase was part of the contracts for the Sugiyama brewery in Tondabayashi, the Konishi breweries in Itami, most of the Kyoto businesses, with the exception of contracts with no outside guarantors, and the Terao and Hirota family businesses of Tamba. The contracts for the Mitamura family business in Fukui and the Maruo brewery in Tatsuno did not include this qualification. Most of the employees of these businesses originally came from the same province as their employers and probably had some sort of informal network connections to the employer, so these businesses would have found this requirement unnecessary.

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

When a worker came from the same neighborhood, village, or city as the employer, there was little problem. Even if the guarantor was unknown to the employer, he was close enough to be forced to take responsibility, if necessary. When the worker migrated from a distant province, however, the situation became more complicated and workers needed to find ways to get around the regulations controlling contract labor to find employment. This issue, together with migration as hiring patterns, will be the topic of the next chapter. The next topic is social mobility, as revealed by the identification of the witnesses to the contracts. This issue is yet another aspect of the larger question of how early modern businesses supplied their labor needs under the contemporary legal-political system.

Social mobility

There is little evidence in the contracts to show direct personal connections between the workers and their guarantors, although such connections sometimes existed. Some had a geographical connection in which the name of the guarantor or employer’s shop coincided with the worker’s home province. Such place name shop names suggest some sort of connection between the family business using such a name and the place reflected in the name. Recent work with some Kyoto population registers from the mid-nineteenth century further suggests that such shop names often reflected the origin of the shop owner family before moving to Kyoto.³² Even so, the connection between a worker from Ōmi province gaining employment with, or being guaranteed by, the owner of a shop named Ōmiya (Ōmi shop) is unclear. Certainly, the shop owners may have maintained personal

connections with their former home villages, but the strength of the connections after one hundred years or more (in some cases) in Kyoto is doubtful.

Another possibility worth exploring in future research is that people who moved to the city from some province or region may have formed support and business networks and the shop name reflects this connection. Moreover, at the least, such shop names advertised some sort of connection with a region and the national laws regarding guarantors accepted such a connection as the basis for becoming a guarantor, as discussed above.

In any case, there were no obvious business connections for the workers who migrated to Kyoto from out of town. These workers probably found guarantors after arriving in the city, perhaps sometimes approaching a shopkeeper whose shop name advertised some connection with their home province, district or village. Of course, with a village connection, the probability was high that a personal network connection could be found. Employers probably preferred to have people they could rely upon to guarantee their workers and overlooked any lack of real connection between worker and guarantor. After all, the guarantor was the liable party of the contract agreement.

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

Contract analysis, however, also reveals information regarding the witnessing relative and the social mobility of the workers. All of the employers in the data sample were merchants, artisans, or manufacturers. Some, such as the Sugiyama and Terao families, were also elite landowners officially of the "peasant" class, otherwise known as *gōnō*.³³ Thirty-six workers have no witnessing relative on their contract, so the original social status for most of them is unknown. However, the original social status of 295 workers appears in their contracts, as they are identified as the son of a boar keeper, the daughter of a farmer, or just the son of a person identified only by a personal name suggesting a peasant.³⁴ As a result, I found that 145 workers, or 49.2 percent of the sample, came from families that were identified by business names, or as carpenters. The parents of the remaining 150 workers, or 50.8 percent of the sample, underwent some change in status. Of these, the majority were peasants identified only by a single name and their home villages (101), identified specifically as farmers (24), and one identified as a boar keeper.

A smaller group of workers, including the son of a medical doctor, came from families that had surnames. It is tempting to claim that these families were largely of the warrior class, but the Sugiyama, Konishi, Maruo and Mitamura families in the data set all had and used surnames, thus showing that a surname was not necessarily a sign that a person was a member of the warrior class.³⁵ The Maruo and Mitamura families both claimed a warrior lineage, but the Sugiyama and Konishi families could only claim to be rich farmers and landowners. Moreover, recent work on names and naming patterns has revealed that different domains varied in

their policies regarding peasant use of surnames and sometimes the relevant households were hardly affluent.³⁶

The fact that half of the contract sample is for young men and women from agricultural villages, who were employed by merchants, artisans and manufacturers, does not mean that they were automatically socially mobile. Some of them may have returned to their villages after completing their contracts. However, what happened to the male workers after completing their contracts was discussed above and several things suggest that these workers were potentially experiencing social mobility. For one, analysis of the emigrants for labor migration from Nishijo village in this same region has shown that most of the migrants did not return to their village. Instead, as younger sons and collateral kin, labor migration was a way of rotating extra members out of the family and the village community.³⁷ Second, most of the labor contracts seem to represent workers who had completed their apprenticeships to become *tedai* or skilled workers. The new names they took at this point seem to represent a change of status and identification to members of the artisan or merchant class rather than peasants. Moreover, most would either stay with their employers or strike out on their own to establish the same type of business. If for some reason they returned to their home provinces or villages, they would return with the skills necessary to continue in this type of business and would no longer be strictly peasants.

The women were also potentially socially mobile, although often for different reasons than the men. Of course, the changes and possibilities for women who underwent training in artisan skills, such as weaving, are apparent and they probably stayed to work in the city, if they did not take their skills to the countryside. However, the maids also learned important skills for managing a commercial household by assisting the wife of the employer, who played an important role in the stem family business, as discussed above. This made them prime candidates to become the wife of a newly independent *tedai*, who was ready to establish his own shop or branch of the business. Although none of the documents in the data sample specifically mention maids marrying *tedai*, several documents suggest this may have been the case.

One example comes from Kihei, a *tedai* for the carpenter Ōmiya Kichibei, who drafted a letter requesting that he be allowed to move out and live independently with his wife Tami. The letter is excerpted below.

I have lived with you enjoying this temporary housing until recently and after talking it over I am moving out. My wife Tami bore my son Kichitarō and you have cared for him as your heir because he was a member of your household ...³⁸

Since apprentices and new *tedai* lived in their employers' households until ready to achieve independence, they usually delayed marriage until after they moved out. Tami was most probably a maid in the household. Unfortunately, the Tanaka collection does not include service contracts for maids, although the draft population registers for the household show that they usually employed two or three maids.³⁹

The other example comes from the letter of Risuke, a *tedai* for Zaimokuya Jihei, head of what is now known as Hakutsuru breweries. This letter takes the standard form for *tedai* who have received the financing to move out and set up either a branch or an independent business. I excerpt the letter below.

Having completed my service term you directed me to move out to establish a separate business [*bekke*] and further found a wife for me, so now I am sorting the items you provide for me and I list them on the left (below) ... I and my wife will commute to work in the main house for five years.⁴⁰

The date of this letter is the ninth month of 1806 and the documents finalizing the marriage are dated the twelfth month of the same year. Again, while there is nothing to say that Risuke's wife, Den, was one of the maids of the employer's household, it seems likely, especially since she is also pledged to commute to work in the main house. Den's temple registration certificate and documentation for the marriage reveal that she was listed in her cousin's household in Osaka. The documents note that her cousin Shōkichi was still a child at that time, although listed head of household.⁴¹

The farmer's daughter who entered into service in the city with a commercial household found opportunities for social mobility she would not have in her home village. Moreover, the skills and the contacts she gained probably increased her chances for a good marriage, even if she ended up returning to her home village.

The above are examples of labor migration leading to social mobility through employment. Previous chapters have also mentioned casual laborers who gained contracts with their skills, yet another kind of social mobility from casual laborer to full-time skilled employee. This change brought the possibility of becoming part of the management hierarchy, the director of a branch business or even the proprietor of a business. The Sugiyama data sample provides an example of yet another path to social mobility through employment.

According to a letter from Haya, in 1776, her father Tōbei had been a tenant farmer who borrowed money and capital from the Sugiyama family to establish his own shop in town. The letter is excerpted below.

Akashiya Tōbei was employed by you for several years. He received in return one house until this year. The title of the property has not yet been transferred to his name although you agreed to give Tōbei the property in return for several years of service ...

While Tōbei was with you he borrowed 784 *monme* nine *bu* seven *rin* of silver and the interest on the rice tax for his field he rented from you amounting to 13 *kan* 309 *monme* one *bu*. In return for working for you for several years you declared the debt finished and clear for which we are grateful.⁴²

The Sugiyama family was a member of the elite peasant class known as *gōnō*, as well as sake brewers. Tōbei's employment was probably in the brewery. One of the parties to this document was Tōbei's younger brother identified as a shopkeeper in

the commercial port town Sakai. In addition to the money he borrowed, he also rented the shop and apartment from them and was repaying his debt by working in their brewery with the understanding that the shop and apartment would become his after a number of years. Of course, one document does not allow speculation on how common this type of agreement was, but the possibility is an important one.

Tokugawa society is often portrayed according to the official ideology of four separate classes, although research has suggested that these classes were actually quite fluid, with the exception of the warrior class. The employment data, however, shows numerous examples of peasants becoming merchants, artisans and manufacturers. In some cases, the data shows them successfully becoming individual proprietors. Moreover, this use of contract labor for social mobility is a far cry from the “pawn service” contracts that were common before 1700. One of the effects of the growth of business and manufacturing during the Tokugawa period was an increase in the importance of business, artisan and manufacturing skills and the opportunities for skilled labor.

The political policies of the late sixteenth and early seventeenth centuries, removing the warrior class from rural villages into the castle towns, naturally resulted in a forced urbanization. This urban population was often incapable of manufacturing the products it needed and this factor led to a rapid expansion of manufacturing and a market economy. The assumption that the skilled labor for this economy would come from the family and circle of close acquaintances of artisans and merchants was soon shown to be false by the numerous legal problems that erupted from the need to employ strangers from outside this limited circle. Thereafter, the hiring and management practices of early modern Japanese businesses developed to deal with the expanding need for skilled labor. The next chapter addresses the issue of labor migration and hiring practices as they developed in an expanding economy and conditions of labor shortage.

5 Workers, guarantors and migration patterns

Written contracts developed partly from the need to protect the employer from the dangers of integrating strangers into the corporate structure of the family business. The increasing need for greater supplies of industrial and commercial labor led to geographic and social mobility, in opposition to local and national government policies regarding population control. The overall effect was consistent with a labor shortage.

Labor shortage refers to a shortage of people available to supply necessary labor. This shortage could be related to a low population or a population loss. However, labor shortage is a relative condition that could occur with high population density if, for example, there were not as many people available or willing to enter into full-time labor contracts as there were positions to fill. Labor shortage could also occur if there was a greater need for skilled workers than there were workers with the necessary skills available to supply the need.

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

Several Japanese scholars have noted signs of labor shortage during the Tokugawa period.¹ Susan Hanley and Kozo Yamamura also point out the conflict between claims made by Japanese scholars for agricultural labor shortage and claims that peasants were forced off the land.² The assertion that peasants were forced off the land runs contrary to the policies of local authorities concerned with maintaining their agricultural labor force. The relation of labor migration and labor conditions to the demographic system of the eighteenth and early nineteenth centuries will be discussed in Chapter 6. This chapter shows that there apparently was a labor shortage, regardless of actual demographic factors, and discusses how this appears in the hiring patterns of Tokugawa enterprises.

Hiring patterns and labor migration

The research literature has tended to minimize Tokugawa wage labor needs, sometimes in the face of contrary evidence. Charles Sheldon claimed that local trade associations limited merchant houses (stem family businesses) to only two apprentices per household and he has not yet been contradicted in the Western language literature. These apprentices, he claimed, were primarily hired from the children of branch employees.³ Yasuoka Shigeaki also found that many of the apprentices of the *Kōnoike* lineage business were hired from the children of branch employees.⁴ Nakano Takashi's study of the Kyoto business, Yamatoya Chūhachi, suggested their 6–9 male employees were hired from within the kin group and the local neighborhood in urban Kyoto.⁵

Families with larger businesses, of course, had more employees and so needed a larger labor force. Mitsui and other Ise merchants had apprentices sent to their main shops from their home province of Ise.⁶ Similarly, the Nakai family and other Ōmi merchants, particularly those from the Hino district, hired and trained their apprentices back in the home district and had them sent to their various shops upon graduation from apprentice status.⁷ Nevertheless, this hiring pattern also relied upon personal connections between employer and employee families in the home province, or at least a geographical connection.

On the other hand, some really large businesses employed hundreds of people in a large number of branches and these could not be supplied through personal connections. One example is Daimaruya clothier's shop in Edo that employed 300–400 workers in the one shop. The manager commuted to the shop, but the remainder lived on site.⁸ On a much smaller scale, the population registers of some Kyoto neighborhoods also show households employing 15–30 “servants”, including several *tedai* managers and some households that were entirely “servant” households with no family members in residence.⁹

Contrary to many of the above claims, Tokugawa enterprises did not, and probably could not, rely entirely upon the kin group, the local trade association or the local neighborhood for their labor force. Table 5.1 shows the migration of employees at Kyoto and rural-based businesses. I divided the sample between employees who came from the same city or village as the employer; employees who came from the same province, but a different village or city, and employees who migrated from a different province. In Kyoto, half of the contracts represent employees who migrated from outside of the local province. Rural-based businesses, however, usually hired employees from the same province, if rarely from the same village.

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

Table 5.1 Worker origins for Kyoto and rural-based businesses

Origin	<i>Kyoto</i>	<i>Kyoto %</i>	<i>Rural-based</i>	<i>Rural %</i>
Same vill/city	88	43.1%	15	12.2%
Same prov.	13	6.4%	75	61.0%
Diff. prov.	103	50.5%	33	26.8%
<i>n</i>	204	—	123	—

The rural-based businesses, however, had smaller local communities to draw labor from and rural employers were more likely to know workers from the same town or village as the employer. This is probably one reason why rural-based businesses had fewer contracts for workers from the same village or town as the business. They did not need to draw up formal written contracts for employees personally known to them and could rely upon verbal agreements instead. At the same time, rural-based businesses were less likely to be well known outside of their local province and less likely to attract workers from other provinces.

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

The Sugiyama family brewery, however, had no branch shops or breweries. Most of the contracts in the Sugiyama collection were written during a period when the brewery expanded and upgraded its sake production to send to the Edo market. Until this time, the brewery had produced only for the local market.¹⁰ The high wages paid to employees they hired from outside their home province, and the origins of some employees from major brewing regions leads me to suspect the family recruited these outside workers to Tondabayashi for their skills.

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

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

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

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

The document provided references that could vouch that the worker was who he claimed to be and was looking for work, instead of wandering as a homeless vagabond. Many rural communities in Japan gathered vagabonds who passed through their area and organized them in the village outcast (*hinin*) group.¹¹

Several collections contain contracts with a blank left for a wage, even though none of the contracts for that business specified the wage. Sometimes, an extra clause was added after the signatures that specified extra provisions to the contract, or added a second guarantee by a guarantor who was not listed with the other witnesses. These contracts are evidence of contracts used as travel documents.

The details of contract provisions to protect the employer, found in the third section of contract text and sometimes the overall format, were specific to each business and a worker would have no way of knowing what to expect in the details of the contract. In most cases, the blank spaces left on the travel document were large enough to compensate for minor differences. Presumably, the guarantor or employer would write these details in the blank spaces.

Sometimes, however, the contract format of a specific employer was radically different from the standard contract. At such times, a new contract was written with the guarantor's seal affixed. In some cases, two contracts were written for the same person where both contracts use the same name, same identification and same employer. However, one contract was written in a different format from the other and this format differed from other contracts in the collection of that house. In another case, the worker included a date in the text that did not match the date



Fig. 5.1 [To Kawachiya Rihei dono] “Hokonin ukejo no koto,” 1/1863, Mizutani collection no. B18, Kyoto City Library of Historical Documents, Kyoto. This contract gives the year of the dog in its opening text, although the date at the end is Bunkyo 3, or 1863. This document was probably written first. 1863 was the year of the boar, so the year of the dog in the above contract was 1862.

of the contract and so needed to rewrite the contract.¹² These duplicate contracts imply that the employer required the worker to write a new contract, following the contract format preferred by the employer (see Figures 5.1 and 5.2).

Written contracts were not only required because of problems that resulted from hiring strangers. Written contracts were probably only necessary when strangers were hired for several reasons. The Tokugawa contract terms regarding wage and period-of-hire were slippery, often not specified, and probably not the main purpose of the contracts. Instead, the important issues addressed by the contracts were twofold. First, the trustworthiness of the worker and, second, the person(s) the employer could apply to for compensation if the worker should prove untrustworthy or cause trouble.

Kin members of the employer’s family did not need this surety because of their kin relationship; the family was responsible for them anyway. Personal friends of the employer, business associates, and their children, similarly did not need this surety. If the employer knew the worker ahead of time, he also knew whether or not the worker was trustworthy. Furthermore, the employer was likely to know whether the friend or associate was good for the guaranteed compensation, without putting the agreement in writing. In addition, the employer could take direct steps, in regard to business associates and friends, if they did not come

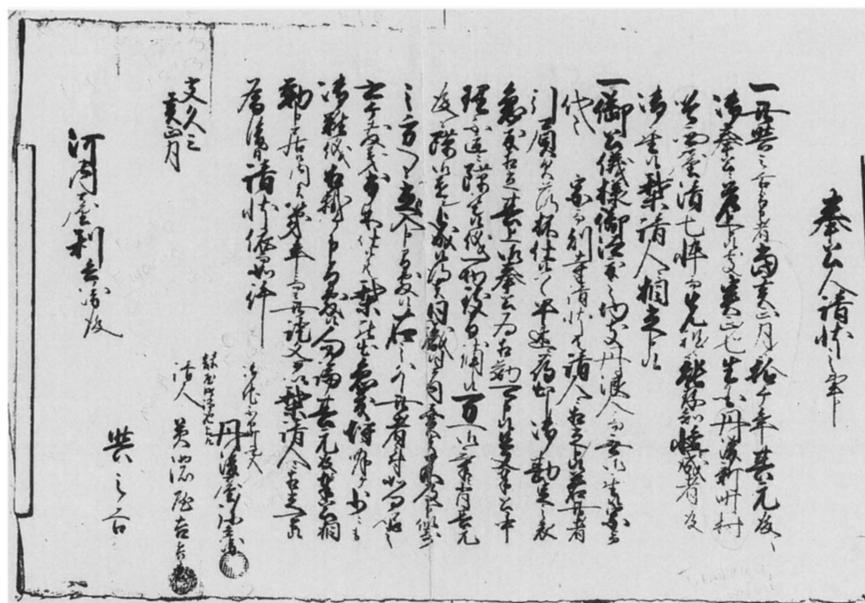


Fig. 5.2 Tambaya Yahei, Minoya Kichibei and Yonokichi, [to Kawachiya Rihei dono] "Hokonin ukejo no koto," 1/1863, Mizutani collection no. B14, Kyoto City Library of Historical Documents, Kyoto. This contract for Yonokichi has been revised, so the date in the opening text agrees with that at the end above the signature section and, of course, he now has two guarantors witnessing the contract.

through with the agreed compensation. Finally, the employer himself was a prime candidate to act as a guarantor for these workers. Therefore, written contracts were probably necessary only when the employee and his family were unknown to the employer and possibly to the guarantor.

Matsuzaka, in Ise province, produced the cotton textiles that were the basis for the business of Mitsui and other Ise merchants. Mitsui has much data regarding the wholesale, retail, and transport part of their business, but labor documents for the production part of the industry are not as available.¹³ Investigation by scholars in Mie prefecture shows that older, experienced women of villages in the region would hire up to ten girls to train in spinning and weaving, and would spend several years supervising their work. The men cooperated in dyeing the cloth woven by the women.¹⁴ However, there were no labor documents, contracts or other kinds, found for this industry in this region. The same situation holds true for villages in Minō province, a region famous for its paper production and textiles, and for the Hirano villages in Kawachi province near Osaka.¹⁵

Although archivists in the Mie Prefecture Office, the Matsuzaka City Library, and the Gifu Prefectural Archives give numerous reasons why such documents may have been lost or destroyed, there is an alternative explanation.¹⁶ Villagers in Ise and Mino hired local youth, either from the same village or from neighboring

villages. Ergo, these workers were well known to their employers and so did not need written contracts. If this reasoning is then extended to the businesses in the data sample, it explains several anomalies.

The financial records of the Mitamura family business reveal that most of their labor force came from the five villages of the Ōtaki district, including Iwamoto village, the home village of the Mitamura family.¹⁷ However, few of the contracts in the Mitamura collection represent workers from these five villages. The above reasoning suggests that the contracts represent workers who were strangers to the family and came from outside the village network, or had some other reason to need a written agreement.¹⁸ Most local workers did not need written contracts, but outsiders did. In Kyoto also, no contracts show any obvious family, kin group or neighborhood connections, even when the worker came from Kyoto and had no guarantor.

Worker–guarantor–employer relations

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

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

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

For example, in a comic story (*rakugo*) from the early nineteenth century, a young villager went off to the city to become a sumo wrestler. He ate so much that his trainer kicked him out, for fear the young man would eat up his profits. The young man stopped at an inn on his way back to his village, where he ate so much that he drew the attention of the innkeeper. Upon hearing that the young man's ambition was to become a sumo wrestler, the innkeeper – a sumo fan – introduced him to

Table 5.2 Cumulative guarantor locality for all contracts

Locality	0 Guarantors		1 Guarantor		2+ Guarantors		Totals
	Urban	Rural	Urban	Rural	Urban	Rural	
Local to worker	2	5	8	48	—	16	79
Local to employer	—	—	96	10	2	1	109
Local to both	12	—	72	11	4	7	106
Neither	—	—	1	16	—	1	18
Unknown	—	—	6	7	1	—	14
Totals	14	5	183	92	7	25	326

another trainer and offered to supply the young man's rice each month as part of the apprentice/training agreement.¹⁹

In other words, the innkeeper became the young man's guarantor, based on his personal judgement of the young man's character and potential ability. At the same time, the innkeeper gained a close, direct tie to a sumo training establishment that probably gained him free admission or preferential seating at sumo wrestling matches after the young man he sponsored became a successful wrestler. According to the tale, the young man became the top wrestler in Japan.²⁰

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

I made some adjustments to make a comparison of the entire sample of 326 contracts that contained guarantor information.²¹ For workers with no guarantors, I consider whether the worker lived near the employer or not, so these contracts fall in only two categories: *local to worker* or *local to employer*. For contracts with two or more guarantors, I consider the linkage. If at least one guarantor was local to the worker and one was local to the employer, then I call the contract *local to both*, because the entire link was complete. If one guarantor was local to the worker, but none were local to the employer, then the link was incomplete and I call it *local to worker*. The same is true vice versa, when the sum of the guarantors shows it to be *local to the employer*. One contract in the sample has three guarantors, none of whom are local to either the worker or the employer. This contract I count as *local to neither*. The full analysis is in table 5.2.

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

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

These geographical patterns show little difference by industry, worker age, sex, or migration. Instead, they are probably the result of four factors:

- 1 who the employer would trust and accept as surety to a contract,
- 2 how the worker found employment,
- 3 local political policies, and
- 4 other personal considerations.

In Kyoto, the large number of workers who migrated from other provinces and found guarantors in Kyoto supports the argument that these workers came in search of work, with no previous personal connections to the employer. Their guarantors often show direct connections to the employer, such as having the same business name or showing some sign of participation in the same industry. On the other hand, there were very few signs of connections between the workers and the guarantors, or the workers and the employers. Nevertheless, fourteen Kyoto workers had no guarantors witnessing their contracts.

Three of these workers are represented in the data sample by letters of apology, not contracts, and probably had some sort of personal connection to their employers.²² Another three have contracts signed by people representing themselves as “parent or guarantor” (*oya ukenin*) and it is unclear which applies. At least one of these three is a surrogate parent, also identified as the landlady of the worker, and the other two may be guarantors on contracts that do not identify a relative responsible for the contract.

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

At least one rural contract with no guarantors was a loan agreement for “pawn service”, using the labor of the worker as collateral for the debt. In this case, the employer is presumed to have had personal ties to the parent, but required the written contract as a loan receipt. The tendency for rural employers to accept guarantors local to the worker could be the result of several factors. First, a rural

Table 5.3 Cumulative guarantor locality for rural contracts with multiple guarantors

Locality	Same province	Different province
Local to worker	15	1
Local to employer	—	1
Local to both	2	1
Local to neither	1	—
Unknown	—	—
<i>Total</i>	18	3

community probably offered less choice of local people to act as guarantors. Second, rural employers were often major landowners and therefore had other contacts with local villages in the province. Third, domain lords sometimes encouraged local businesses to hire villagers from within the domain, as a way to keep labor in the domain and ensure that villagers had the wherewithal to pay their taxes.

The variety of guarantor locality patterns and the multiple guarantors witnessing many rural contracts probably reflect the various methods by which the worker gained an introduction and guarantor, and represented himself as employable. This consideration is particularly visible in the contracts with multiple guarantors. Even though a contract with multiple guarantors suggests that the employer required several people to act as surety for the employee, only three multiple guarantor contracts actually complete the linkage from an outside worker to the employer (see table 5.3). Instead, nine of these contracts list the village headman and 1–3 village elders, together with perhaps one person from a different village, sometimes identified as a *kuchiire*.

The contracts with three or more guarantors for every rural employer, except the Sugiyama brewery of Tondabayashi, are witnessed by the above combination of village headman, village elders, and perhaps one additional person from a different village. This combination of witnesses suggests that the village leaders were showing their official permission to enter into contract labor by endorsing the contract, as well as taking responsibility for the contract relation.

Throughout this analysis, the Sugiyama brewery in Tondabayashi has stood out as unusual. Sugiyama employees were older, hired for shorter periods, migrated from other provinces – even though the brewery had no branch shops – and the workers had different guarantor patterns. There were no contracts in the Sugiyama collection endorsed by village headmen, even when the contracts had multiple guarantors.

Because Tondabayashi was a small piece of a scattered domain, employers in the village were not constrained to hire only from within the domain. Indeed, the region was so full of these little pieces that many people probably did not know which villages belonged to which domain, especially when domain affiliations changed quite often. Moreover, sometimes the main part of the domain Tondabayashi belonged to was quite distant, making it even easier for the

Sugiyama family to hire employees from outside the immediate region. This may also be one reason why addresses in the contracts identify the province, a geographical unit, instead of the domain, the political unit. On the other hand, Tatsuno and Itami were the castle towns of their respective domains, and remained so throughout the period. This status gave the businesses in these towns a stability that the Sugiyama brewery did not have, and may have contributed to the prosperity of their respective businesses.

Witnessing patterns and witnessing marks

An earlier section noted the existence of some contracts with no seals (carved or drawn signature equivalents) or other witnessing marks affixed that were possibly used as travel documents. Further examination of the seals or other marks affixed to the contracts reveals several interesting patterns. The analysis of contracts for Kyoto businesses appears in table 5.4. The contracts have been divided according to whether a relative attached a witnessing mark to his name, or not, and whether the worker attached a witnessing mark to his name. These categories were then analyzed for migration and guarantor locality in relation to employers and workers.

As table 5.4 shows, Kyoto workers tended not to affix any witnessing marks on their contracts, and none of them attached such a mark independent of a relative. At the same time, many contracts for employees who migrated from a different province have no seal or witnessing mark affixed for either the employee or his relative. Many of the contracts state that “we who have affixed our seals below” take responsibility for the contract. Contracts on which the worker’s parent has not affixed any sort of witnessing mark suggest that these parents were not responsible for the contract, and may not even have known of the contract. Based upon this

Table 5.4 Witnessing marks for relatives and workers on Kyoto contracts

<i>Worker</i>	<i>Relative with seal</i>		<i>Relative without seal</i>	
	<i>No mark</i>	<i>Some mark</i>	<i>No mark</i>	<i>Some mark</i>
Same city	50	28	9	—
Same province	4	3	6	—
Different province	24	14	65	—
Guarantor locality				
Local to worker	6	3	1	—
Local to both	50	28	9	—
Local to employer	19	11	68	—
Local to neither	—	—	1	—
Unknown	3	3	1	—
<i>Totals</i>	78	45	80	0

Table 5.5 Witnessing marks for relatives and workers on rural contracts

Worker	Relative with seal		Relative without seal	
	No mark	Some mark	No mark	Some mark
Same village	4	8	2	1
Same province	18	40	3	14
Different province	11	15	5	2
Guarantor locality				
Local to worker	22	36	4	9
Local to both	4	9	2	3
Local to employer	2	6	1	2
Local to neither	3	9	3	1
Unknown	2	3	—	2
Totals	33	63	10	17

and other evidence discussed above, these contracts may have been used as travel documents and work applications. The worker then probably found a guarantor after he arrived in Kyoto.

The same analysis, with the same categories for rural workers, reveals that most of these workers generally affixed some sort of seal or other witnessing mark to their contracts. This was true regardless of whether a relative also affixed a seal to the contract or not (see table 5.5). Moreover, many of these workers had their own seals, different from that of their home households, which is obvious when the parent has affixed a seal right next to the worker's seal and they can be compared. Fifty-one, or 41.5 percent, of the rural workers used their own seal, independent of their parents. Another twenty-nine workers used some alternative, such as a drawn cipher called a *kaō*, their parent's seal, or their own fingerprint. In comparison, thirty-four, or 16.8 percent, of the Kyoto workers had their own seals, and only eleven used some other form of witnessing mark.

During the Tokugawa period, each household generally had only one seal. Sometimes stem family businesses had two seals, one for the family and one for the business, but one seal per household was the general rule and any change in the official seal of the household was duly registered and noted in the population registers. When the worker used a different seal from his parent on the contract, this was a sign that he had a separate independent household.²³ On the other hand, some of these workers using their own seals were quite young; the youngest being thirteen years old. Therefore, a separate seal might signify that the worker was a collateral or non-stem member of his home household or possibly a minor head of household who was finally gaining some outside training.²⁴ Moreover, it is likely that all the workers who witnessed their own contracts were collateral members of their home households and therefore their families used contract employment as a means of rotating them out of the home household, if they were not young heads of

household. Studies of migration from villages in central Japan using population registers support this assumption. Labor migration from Nishijō in Minō province, for example, consisted largely of younger sons, younger siblings and the collateral kin of the household head.²⁵

Labor migration and Tokugawa society

The incomes of local and central governments, domain lords and their retainers depended primarily upon the rice tax. During the seventeenth century, the land under cultivation was expanding and this income was constantly increasing. By the early eighteenth century, however, this early expansion of land under cultivation had slowed down dramatically. There were also other important changes. The rice tax, called *nengu*, was imposed as a percentage of the estimated expected yield of rice on the land attached to a village community and paid collectively by the community. However, sending officials out to measure and make the estimation each year was costly and the taxes came to be set as fixed amounts, in most cases, by the mid-eighteenth century, and tax increases were generally unsuccessful.²⁶ At the same time, the actual yield of the fields appears to have risen and proto-industrial production also increased, at least in central Japan.²⁷

The various domain lords were most interested in maximizing their income from the rice tax and did not gain much, if any, income from proto-industrial production beyond what they could use themselves. At the same time, the national market for these industrial products was expanding, particularly for cotton and silk textiles, paper, sake and soy sauce, not to mention mining and other products. Production of raw silk and cotton, for example, increased by 400 percent, an average of fifteen percent per decade, during the eighteenth century.²⁸ As a result, domain lords tried to maximize their agricultural labor force, while proto-industries also attracted a great amount of labor under the guise of domestic service and apprenticeship, as well as casual labor.

During the eighteenth century, central and local governments frequently tried to control or prohibit labor migration. The Kansei reforms, 1787–93, represented the efforts of the central Government to control labor migration. Matsudaira Sadanobu gave fallow land to *mushukumono*, or homeless wanderers, as part of his Kansei reforms. This policy grew out of a concern that much farmland remained untilled, due to a lack of agricultural labor. Many farmers had also left their land, sometimes in the wake of famine or flood, and had not returned. Another aspect of the Kansei reforms that was repeated in the Tempō reforms 1841–43 was the practice of sending villagers who had migrated to the cities, back to their villages. This policy, too, was aimed at remedying a chronic agricultural labor shortage in the provinces.²⁹

Nevertheless, people were able to get around the various strategies devised to prohibit, discourage or limit labor migration. Villagers would use personal contacts, or a chain of personal contacts, sometimes migrating in short hops, until they made a contact that would take them where they wanted to go. Labor migration facilitated by guarantors was one easy way to go, but passing through various

households and changing one's social class – through adoption and marriage and divorce – was another more extreme option.³⁰

Each domain had its own policies toward proto-industrial development and migration. Here, I will give several examples of how laws and policies interacted with economic development and demography to affect labor migration for live-in employment. These examples also show how laws and policies could be the result of negotiation and conflict.

Settsu province in central Japan was located near Osaka, one of the three major cities of Tokugawa Japan and the economic center of the system. Osaka acted as the clearing-house for rice tax. The central government also licensed sake brewing for the national market in the villages of this province, especially Itami, Sannomiya and the five villages of the Nada district.³¹ The Hakutsuru and Konishi breweries in the data sample were located in this province. The brewing industry attracted huge amounts of labor to Settsu. Of course, many were casual laborers working the winter season in the breweries, but there were also many spin-off professions, such as coopers, malt producers and transport. This labor magnet naturally affected the policies of neighboring domains.

The policies of Tatsuno domain, west of Settsu province, were designed to allow for the migration of casual labor to the Settsu breweries. The domain required full and complete records of the “out and return” migrations of its people and set definite time limits. People could not leave until after the wheat harvest in the fall and were required to return before the rice-planting season in the spring. In 1754, the domain imposed a high tax upon villagers who were not back by the deadline, but this tax was widely protested. Twenty-three villagers protested on the riverbank of Tatsuno River that year and they were arrested and chained. Eventually, the domain recognized it could not enforce its restrictions without losing the labor the restrictions were designed to retain, either because the violators were imprisoned or did not return. The restrictions were eased in 1763. Instead, the domain required people leaving for labor migration to register with the domain government and remain in the fields until the sixth day of the tenth month of each year.³²

Hayashida domain, which was a neighbor to Tatsuno, tried to prevent labor out-migration altogether. Hayashida domain also came to realize that trying to prevent people of the domain from finding work outside was unrealistic. Instead, the domain required laborers to apply for permission to leave. The migrant casual labor force and the people finding outside contract labor increased for both the Tatsuno and Hayashida domains during the Kansei era (1789–1801). The two domains published notices encouraging people to find casual and contract labor within the domains, claiming that the increasing number of people finding outside work caused a local labor shortage. Finally, both domains required workers who were away for the year (as were those who had contracts), to pay a fee to their villages to reimburse them for the labor lost by the workers' absence.³³

This background implies that opportunities for casual and contract labor were lucrative enough to draw labor out of the rural areas, in spite of the efforts of domain authorities to suppress out-migration. Furthermore, this out-migration created wage labor opportunities in the rural communities the laborers left behind.

Domains, however, could take advantage of this process by encouraging local industries that would create local labor opportunities to keep local population in the domain and draw population to the domain from outside.

The Tatsuno and Hayashida domains both tried unsuccessfully to prevent or restrict workers from leaving their domains. In both cases, the reason cited by the domains in their policies and announcements was labor shortage. By the early nineteenth century, most domains recognized the futility of enforcing these prohibitions and many actually encouraged such migration from economic necessity.³⁴ This may be another reason why contracts with more than two guarantors disappeared in the nineteenth century. Workers no longer needed to have the village headman and elders endorse their contracts to lend validity to their labor migration.

The Hikone domain in Ōmi province, for example, was very strict about maintaining its agricultural population. During the eighteenth century, the domain not only prohibited labor migration, but also kept domain merchants in the castle town separated from the villages and prohibited farmers from engaging in commercial activities. The domain acted as the agent for the people selling domain surplus and buying necessary imports. The domain reversed these policies in the early nineteenth century, when it realized it had a large, but impoverished, population and low income. Villagers were encouraged to find outside labor opportunities and the domain encouraged industry in an effort to bring more money into the domain. These villagers traveled as merchants, establishing shops along the highways specializing in textiles manufactured both in Hikone and elsewhere.³⁵

These findings work for central Japan, where industrial production was developing and there were many labor opportunities. Data from other parts of Japan, however, tell a different story. Nihonmatsu domain in the northeast, for example, successfully suppressed out-domain migration until about 1778. One of the major concerns of that domain was population decline, as well as the poverty of its agricultural population. When the domain began allowing cash crops and villages became part of the national market economy – if only in a minor way – people started illegally migrating out of the domain. Moreover, these illegal migrations (recorded as disappearances) seem to have complemented the local labor migration patterns. The point is that Nihonmatsu domain had the same policy as Hikone domain, with different results. Moreover, they were successful with their anti-migration policies even though the population experienced serious economic hardship, as long as there was little information about outside labor opportunities. When the agricultural population began to receive information about these opportunities, they migrated, even though illegally, and even though local economic conditions were improving.³⁶ Thus labor migration depended upon the economic pull of industrial and commercial development and labor opportunities.

The common use of casual labor could also have been a result of the perceived labor shortage as was the long-term employment of contract workers. Casual laborers worked on a here-today-gone-tomorrow basis, so considering them a result of labor shortage may seem strange. However, many of these casual laborers were farmers, as mentioned in Chapters 2 and 3, who worked during their “free

time” from agricultural labor. Their very lack of long-term contracts allowed them to work when many domains were concerned about losing their agricultural labor force, as explained above. Since most domain authorities used yearly population registers to keep track of the agricultural population, labor that was away for any period less than a year was virtually invisible. If employers tried to maintain the necessary labor force by hiring these laborers for longer periods, then the employers may have lost this labor altogether. Using casual labor, therefore, increased the potential labor force, making the maintenance of the necessary labor force easier. Moreover, casual labor opportunities gave villagers more flexibility in balancing their need for outside income with village needs for agricultural labor and tax responsibilities.

This use of casual labor made it most convenient for larger manufacturers to set up close to rural communities. Laborers, too, could use their free time most profitably if they did not have to migrate far. This concern shaped the migration patterns of casual labor. The casual labor employed by the Maruo brewery in Tatsuno, for example, tended to come from within the Tatsuno domain and neighboring domains within Harima province.³⁷ The breweries in Setsu, however, used so much casual labor that these breweries drew workers from the neighboring provinces of Harima, Tamba and Kawachi.³⁸ Kawachi, however, also had a large textile industry and its own smaller brewing industry that used labor within the province and drew labor from its neighboring provinces Izumi and Yamato.³⁹ Thus, manufacturers competed for casual labor that was pulled into industry by continually increasing demand.

Labor migration on this scale also had other social implications besides the capitalization of agricultural labor. It brought income into rural villages, together with skills gained from experience in manufacturing. It provided local opportunities for social mobility as collateral members of rural households earned the capital to establish independent households or move away. Local farmers and small manufacturers also became brokers and wholesale merchants, while successful merchants, in turn, became landowners, landlords and farmers.⁴⁰

Labor migration also facilitated the spread of information and the diffusion of general knowledge. Contract labor, with its focus upon artisan and management positions gained through apprenticeship, contributed to the spread of literacy and general math-calculation skills. This spread of general education also contributed to the cultural life of Tokugawa society, as affluent farmers traveled to Kyoto and other local urban centers to learn and participate in the arts and intellectual discussion.⁴¹ Moreover, many traveled to sightsee, or go on pilgrimages to famous temples and shrines, creating a tourist industry.⁴²

In conclusion, Tokugawa labor contracts developed out of the need to protect employers from the consequences of hiring strangers and accepting them in their households as management employees in stem family businesses. The growth of commerce and manufacturing forced the employers to hire such strangers, because they required a larger labor force than could be supplied by the kin group and other personal connections. This growth pulled both contract and casual labor into commerce and industry, resulting in a shortage of agricultural labor. Local

and national authorities concerned with their agricultural base and the loss of agricultural labor tried, mostly unsuccessfully, to suppress labor out-migration.

However, this labor migration also brought income, skills, and information into the domains. After unsuccessfully trying to suppress labor migration, many domain lords encouraged local industry, as a way to maintain the local agricultural population and attract labor into their domain. These industries increasingly used casual as well as contract labor to make efficient use of the local labor force. Thus, industry competed with agriculture for labor and various industries and regions competed with each other for labor. In this fashion, rapidly expanding industrial opportunities pulled the agricultural population into migration and social mobility, as well as economic development.

6 Contract conditions

A labor contract during the Tokugawa period was a guarantee of service, in which one or more people guaranteed that the employee would work for the employer and not cause any trouble. However, this general contract agreement appears in various forms depending upon the relationship between the employer and the employee. Most contracts in the data sample are straightforward agreements of service for benefits provided by the employer, including, but not limited to, wages. In some cases, economic and political factors made the agreements more complicated.

The benefits provided by employers in exchange for labor and services were often explicitly mentioned in the contract text. There were also frequently unwritten understandings, referred to in the text only obliquely. The employers' benefits provide a window to the expectations and conditions of the social system and everyday life. These expectations and conditions could have both positive and negative consequences.

This chapter focuses on the conditions of the contract agreement, beginning with a survey of the various economic arrangements for labor found in the data sample and in society and how they changed over time. This topic leads into the issues of wages, credit, loans and debts, followed by a discussion of the benefits provided by employers in exchange for the labor of employees, as they appear in the contracts. These benefits include wages, but employers also had responsibilities toward their employees regarding food, lodgings and health care. The chapter ends with a discussion of the demographic evidence of labor shortage and some of the consequences of labor conditions that were part of the background of labor shortage. Labor migration and labor conditions, generally beneficial to the worker, nevertheless had demographic consequences that contributed to the population stagnation of central Japan during the eighteenth and early nineteenth centuries.

The economic relations of labor

During the sixteenth and early seventeenth centuries, selling a person into service was legal, as noted in Chapter 4. A family might sell one or more of its members into service for economic reasons, or even enter into service relations in return for economic support and other protection.¹ These lifetime servants expected to be

subsidized with housing, tools, clothing, food and all the necessities of life. In addition, they would receive land and the wherewithal to establish a branch household at around age thirty-five, or earlier, in exchange for labor supply as necessary.² In other words, the economic exchange was unlimited support for service, rather than a direct monetary exchange, even though in many cases the main household had bought these servants or their antecedents.

These servants were non-kin members of the family and remained with the family as hereditary servants, forming servant sub-households connected to or within the main household. Hereditary servant households would send their children to the main household as domestic servants, farm labor or other labor. Later, these domestics would also receive a portion of land to establish yet another branch household when they reached a certain age, or they would inherit from their parent's household. Thus, the servants would move out into their own semi-independent households that, however, were not usually affluent enough for independence, but relied upon support from the main household in return for labor.³

Several changes during the course of the early modern period caused this type of service relation to decline. The cadastral registration of the early seventeenth century divided and re-allocated the agricultural land, so that the difference between the richer and poorer families was greatly reduced. The sale of people was banned in the early seventeenth century and the economy developed rapidly, bringing a development of the labor market for wage labor and offering alternative sources of income to the servant households. The legal changes were addressed in an earlier chapter. Now the discussion will focus on changes in the economic relationship.

After selling people into service became illegal, other economic arrangements for the service relation developed. One that came close to selling a person into service was "pawn service", or *shichiüre bōkō*. With pawn service, the head of a family borrowed money on the collateral of the service of a family member. To distinguish this type of contract from the sale of the family member, a time limit was placed on the service period and the servant received a wage that was separate from the debt part of the agreement.⁴

A document from the Sugiyama collection in the contract data set provides one example of the economic arrangements in a pawn service agreement. Ōsakaya Sanzaemon sent his daughter Hatsu into service with Sugiyama Zenzaemon with a pawn service agreement in 1732. In the 1738 document, Sanzaemon has now paid Zenzaemon 742 *monme* of silver, or the amount equal to the debt repayment, as well as a second amount to buy a house. In return, Hatsu returned to her father with a wage of 200 *monme* of silver as wage for her six years of service.⁵

In this example, Sanzaemon pawned his daughter into service, using her labor as collateral for his debt. Nevertheless, Hatsu received a wage when the debt was repaid. In the seventeenth and early eighteenth centuries, heads of households often sent their hereditary servants or their relatives into pawn service. However, the wage paid separately to the servant provided an opportunity for the servant then to take the wage and leave. In this fashion, the pawn service system contributed to the decline in inherited servants in two ways. People who would have sold their family members into service now pawned them and the number of hereditary servants declined as their masters

pawned them and they took their freedom with their wages. As time went on, another important consequence was that heads of household increasingly entered into pawn service agreements, based on the collateral of their own labor, instead of pawning the labor of a family member. However, legal limits on the service term also brought pawn service closer to regular wage service agreements.⁶

The above agreement from the Sugiyama collection in central Japan was written in the early eighteenth century. The Sugiyama collection contains no later pawn service documents. The population registers from Nishijō village in central Japan, 1773–1872, also record no pawn service agreements. The population registers for two northeastern villages in modern Fukushima prefecture, Shimomoriya, 1716–1869, and Niita, 1720–1870, however, show that pawn service agreements continued to be common in the northeast throughout the eighteenth century, but tapered off in the early nineteenth century.⁷

The same process applied to hereditary servants, as they largely disappear from the registers of central Japan by the early eighteenth century.⁸ In the population registers of Niita and Shimomoriya villages in northeastern Japan, however, hereditary servants appear until the mid-eighteenth century and then disappear. Some hereditary servant households were still found in isolated mountain villages even in the mid-twentieth century.⁹

Although hereditary servants originally came from very poor families, the service relationship during the early modern period was often one of mutual benefits. The Mitamura family documents in the data set provide an example of hereditary servants in a successful manufacturing family business in north central Japan. The hereditary servants of the Mitamura family were at the top of their management hierarchy, controlling their retail outlet in Edo. Hereditary servants were also in charge of transporting the paper manufactured by the Mitamura family and other manufacturers in their district to urban markets.¹⁰ Thus, hereditary servants might remain with the employer family if they could share in the prosperity of the family business. Otherwise, the hereditary servants were more likely to become independent by finding other income sources, if available to them.

Economic development during the early modern period ensured that other income sources were common. As the economy expanded with labor-intensive industries, wage service contracts and casual labor became alternative sources for income, particularly for hereditary servants. Land development and the expansion of cultivated fields also provided further opportunities for this group of people. Using these resources, many hereditary servant households were able to break their ties of economic dependency with the master households, thereby gaining their freedom and independence. This process contributed greatly to the rapid decline in hereditary servants in most of Japan.

A review of the contracts in the data set reveals something of the economic relations of employment and how they changed over time. These changes also depended upon gender and the length of the contract, which could in some cases serve as a proxy for the type of contract. During the Tokugawa period, a labor contract was literally called a “guarantee of service”. The term “service” covered all types of work, whether as a maid, a wet-nurse, a weaver or a management

apprentice, who theoretically could later become the heir to the employer's business through adoption or marriage. As a guarantee of service, the first section of the contract text identified the worker and explained the basic terms of his service.

Most contracts clearly stated the month and year the contract agreement went into effect. However, the length of the contract period and the wage were often not specified. When a wage was specified, it usually was noted in acknowledgment of payment received in advance. Moreover, some contracts also stated the intention of the employee's family to continue to borrow money from the employer against the employee's future wage, as shown in the following excerpt.

As I am unable to pay my rice tax this [year of the] monkey I have decided that my daughter [Yoshi] will work for you from this year of the monkey twelfth month twelfth day until the coming [year of the] ox twelfth month twelfth day for a contract period of five years. I confirm that I have received eighty *monme* of silver as her wage, and I will certainly use [it] to repay the authorities.¹¹ In addition, she will receive five sets of winter clothing from you. At this time I expect to borrow more money from you in the future and so ask that you give her no more than the five sets of winter clothing mentioned to the right [above] and not provide summer clothing.¹²

In the above contract agreement, Yoshi's wage clearly includes not only the monetary wage that her father receives in advance, but also clothing provided by her employer. If this contract were open ended, it would violate the laws against the permanent sale of people into service. By setting a definite period, the agreement is closer to the temporary sale of Yoshi into service. Debts, however, did not always relate so clearly to indentured relations with wages advanced to the employee's family, as shown in the contract excerpt below.

If he [Nasuke] should borrow money beyond his decided wage, then we will certainly take care to settle the difference.¹³

Although in Yoshi's case her father borrowed money against her wage, apparently the employee himself could do this, as well, as in the above contract agreement for Nasuke. Note, also, that the contract for Nasuke does not specify the wage amount, but merely states that there is a set wage. Wages and loans were recorded in an account book that was balanced when wages were paid. During apprenticeship, this deduction amounted to an advance against future wages. This debit disappeared as the employee rose in the management hierarchy and his wage increased; the remaining amount accumulated in the account book.¹⁴ He probably could continue working for the employer until the balance was favorable for him, but he could also stop at the end of the agreed contract period, as long as all debts were taken care of. Under this system, the employer was liable for employee debts, a liability that could be dangerous if the employee gambled. Certainly the Konishi family recognized this problem and sought to avoid it in the prohibition against gambling found in their labor contracts: "He must not set up any private business or do any gambling."¹⁵

Yoshi's father claimed the need to pay his rice tax as reason for borrowing money against her future wage, showing how contract labor could provide necessary outside income to poorer families. However, this was also used as an excuse for entering into a contract, when domain policies regarding non-agricultural labor were particularly strict. The Maruo breweries in Tatsuno included this excuse in the sample contracts they made for workers to copy when drawing up a contract. The wages in the contracts were far less than the worker could have earned as a casual laborer in their brewery in the same time with fewer restrictions. Moreover, one worker asked to be sent to their Kyoto branch shop as shown in the following excerpt. As a brewery worker, he could have earned the same amount of money in one hundred days of labor. However, the wage is described as an advance on a wage that may have been much higher.

I am unable to pay my rice tax at the end of this year, so from this year of the rabbit twelfth month to the coming year of the dragon twelfth month I affirm that I will work at the shop of your elder brother Miyake Genbei in Kyoto. I will not go against any of the rules of your business, not to mention the government prohibitions. For wage I have received an advance of 120 *monme*, which I will apply to the unpaid tax.¹⁶

Only a third of the contracts in the data set mention a specific wage amount. In the other agreements, the wage may be a standard amount, to be paid directly to the employee at the end of the contract period, or there may be other arrangements. In any case, these other types of contracts move away from the temporary sale of the servant and the service he or she provides. Key phrases from the contracts of several versions of standard agreements are shown below.

This person called Kensaburō was born the son of Gouemon, resident of Ōmi [province] Ikō district Kimiden village, and as we have known his family for a long time so we certify that we will send him to work for you and will stand as his guarantors from [the year of the] cock month three to the coming year of the ram for an average period of ten years.¹⁷

This Mokichi is the son of Kikkyoya Seibei whose family we have known for a long time so we certify that we will stand as his guarantors and will send him to serve from [the year of the] ox Tempō [era] five to the year of the hare for an average service period of ten years. If it works out we will stand by this document for as many years as you will employ him.¹⁸

No mention is made of a wage amount in the above two contracts, although the contract period is quite clear. This wording is quite typical of many contracts from the Tokugawa period. Since the era name and therefore the year designation by era could change at any time, people generally used the Chinese twelve-year cycle to specify the contract period. As the second agreement states, these contracts were also usually renewable, with wages paid periodically, as shown by the contracts below.

As we send him to you with this contract as written to the right [above] and he receives his yearly wage, then Shigejirō will work for you according to this contract for as many years as you wish and we will take care of any problems.¹⁹

This person called Bunsuke is the son of Sanmonjiya Tsuru who we have long known so we stand as his guarantors and send him to work for a ten-year period. We understand his wage will be paid according to the standard practice of your house.²⁰

In the above contract excerpts, we see a wage mentioned, but no amount specified. Note also from the contract for Hanji, excerpted below, that a distinction was sometimes made between entering the employer's household as a servant/apprentice and being employed in the employer's business for a wage after the basic apprenticeship was completed. Of course, many apprentices did not receive contracts until they completed their apprenticeships, as discussed in an earlier chapter. The following contract also shows an example of service as education.

Among my sons there is one Hanji, thirteen years old this year, who I send to work for you. As he is young we will not speak of a wage. You may employ him for any task to facilitate his training. You may employ him for as many years as necessary to oversee his development. Furthermore, if in the future of his training he should become capable of every task, then please hire him to work for you in some capacity.²¹

The purpose of the labor contracts was not to nail down the services and benefits to be exchanged, but to identify the guarantors, who would take care of any problems that occurred, as well as the style of the contract relation. Therefore, wages that were not paid in advance to the family of the employee were not usually specified in the labor contract. This is particularly true for wages that were to be paid directly to the employee. Sometimes, however, the contracts might specify that wages would be paid directly to the employee, as in the examples below.

His [Sōsuke's] wage is to be paid directly to Sōsuke every year according to the rates and practices of your business.²²

I certify that the servant called Gihei, the son of Yamashiroya Yasusuke of Nishijin Ōgimachi, is a good person so we send him to work for you. His wage has been set at seventy *monme* of silver and we understand that he will be paid the proportion due him from now until the ninth month.²³

Another practice carried over from hereditary servants was that of the employer keeping the accumulated wage in an account, to be paid as a lump sum when the employee completed his contract term. This practice was more common, however, in combination with an apprenticeship, and the accumulated wage would then become the basic capital for the employee to establish his own household and

business after the contract was completed. In the case of artisans, the employer might also provide the tools the employee, now artisan, needed to perform his craft, as in the contract excerpted below.

You will keep any money he earns as a *tedai* [skilled employee] on deposit as well as the tools of his profession and you will not send him elsewhere to work. [...] As agreed he will work for the contract period and he will not worry about money or tools you will keep for him until the year before his contract ends.²⁴

When wages were accredited in an account book, the employee could buy anything that he needed or wanted on credit, as long as he worked for the employer and his employer would pay for it, deducting the amount from the employee's wage account. During apprenticeship, this deduction amounted to an advance against future wages, as suggested in the excerpted contract for Nasuke above. The following contract for a new *bekke tedai*, upon his departure from his employer's household, shows something of how the system could work.

At this time in my service you have directed me to move out to establish a separate business and further found a wife for me, so I am sorting the items you have provided me and I list them on the left [below].

Item. Two *kanme* [7.5kg] of silver for living expenses.

Item. Three *kanme* [11.25kg] of silver for start up investment.

Total: five *kanme* [18.75kg] of silver.

The money listed here I have certainly received and am very fortunate. However, until I establish my business I will pay five *shu* [70g] per month of interest to the main house.

You will loan me a house to live in without paying rent for five years. If I stay there longer, I will pay rent.

Item. One total set of household furniture.

My wife and I will commute to work in the main house for five years. Each year we will receive 600 *monme* [2.25kg] of silver for living expenses and while working we will also consult with the main house regarding the establishment of our business and follow your direction on how to begin. However, when we begin to make profit, then we will not receive further assistance. If the process takes longer than five years, then we will work at the main house for half a day each day and receive your direction ...²⁵

Apparently, the new *bekke* was being subsidized to establish a new branch of his employer's business, in this case, sake brewing. The employer provided living expenses, furnished housing, start-up capital and advice, as well as the necessary tools, partly in reward for long years of service, but also mainly as investment in business expansion.

While there were gradations of differences in the economic relations of employment, as shown in the various contracts excerpted above, the relations can be roughly divided into two main categories. When the wage was paid in advance, as

Table 6.1 Wage and contract period for women

<i>Contract period</i>	<i>No wage</i>	<i>Wage</i>	<i>Totals</i>
No period	50	—	50
6mos–1 year	3	24	27
1yr<period<10yrs	—	8	8
10+ years	8	5	13
<i>Totals</i>	61	37	98

was common in the seventeenth century, then the employee was indentured and required to provide the service, or return the wage that had already been advanced. This indentured relation is quite clear when the wage was not paid to the employee, but to the family of the employee. When the wage was paid directly to the employee, or paid at the end of the employment period, with possible adjustments for added skills, then the employee was not indentured, even though he may still have been required to remain with the employer during the contract period. The contracts that specify a wage were mostly of the indentured type, while the contracts that do not specify a wage, and sometimes not even a specific period, are closer to free labor. Taking this evidence as a gauge, we can survey the contracts for changes over time and gender differences.

Tables 6.1 and 6.2 contrast the presence or absence of a wage advance with the contract period and the sex of the employee. None of the eighty contracts that specified no contract term mentioned a wage. Contracts for women were likely to specify a wage if they were less than ten years, with the most common contracts being six months to one year. The only contracts for men likely to show a wage were the short contracts of six months to one year. There are not many long-term contracts for women of ten years or more in the collection, but these long contracts tend to have no wage specified. Nearly half of the contracts for men in the collection, however, are for the long terms of ten years or more and nearly all of these long contracts also make no mention of specific wage amounts. In short, women tended to have either short contracts or contracts with no period mentioned. Contracts with specific periods also tended to have specific wage agreements for wages paid in advance. Contracts with no specific period had no wage agreement mentioned and wages were generally paid directly to the employee as shown in the

Table 6.2 Wage and contract period for men

<i>Contract period</i>	<i>No wage</i>	<i>Wage</i>	<i>Totals</i>
No period	30	—	30
6mos–1 year	45	41	86
1yr<period<10yrs	20	10	30
10+ years	76	5	81
<i>Totals</i>	171	56	227

Table 6.3 Wage payment by the decade

<i>Decade</i>	<i>No wage specified</i>	<i>Wages specified</i>	<i>N</i>
1710–39	5	6	11
1740–49	3	23	26
1750–59	3	16	19
1760–69	2	6	8
1770–79	6	2	8
1780–89	16	4	20
1790–99	11	6	17
1800–09	21	8	29
1810–19	15	7	22
1820–29	24	5	18
1830–39	51	2	53
1840–49	13	5	18
1850–59	26	2	28
1860+	36	1	37
<i>Totals</i>	232	93	325

contracts excerpted above. Men tended to have either very short contracts or very long ones. About half of the short contracts included specific wage agreements, but hardly any of the long contracts mentioned wage amounts.

When the contract data sample is divided by decade, there is a clear pattern of change in the 1770s, from more contracts with wages paid in advance to more contracts with the wage paid directly to the employee (see table 6.3).²⁶ This pattern is not gender related and probably not related to service tasks. This pattern of change fits well with that described from the account books of rich peasants outside of Edo, discussed in a previous chapter.

Wages and other benefits

Now I re-examine the issue of wages from a geographical point of view more specific to each business. About half of the contracts for rural-based businesses in the data sample specified a wage (see table 6.4). The situation for each business was different, but generally there were several factors that entered into the issue of wage. Clearly, some of these contracts provided the employee's family with a monetary resource, and others were made to look that way to comply with local regulations. The men working for the Maruo family probably chose to enter their management hierarchy rather than work in their brewery, and the women may have contracted as maids for pre-marital training.

The economic relationships in the contracts also reflect the role rural manufacturers played in local communities. As the rural elite, these businesses acted as the local bank and credit source. They also provided education and vocational

Table 6.4 Wages at rural-based businesses calculated as *monme* per year

<i>Employer</i>	<i>Female</i>	<i>N</i>	<i>Male</i>	<i>N</i>
Konishi	—	—	50	1
Maruo	35–80	5	50–120	7
Mitamura	30–80	2	60–100	3
Sugiyama	30–200	12	65–800	29
Terao	50–130	6	40–200	10

training to local youths. Moreover, through these roles, the rural manufacturers provided the means for social mobility and brought into rural villages income that was independent of agricultural duties and taxes.

Another factor was the need to compete for skilled labor. When the Sugiyama brewery hired skilled workers from regions known for quality sake, they lured them with high wages and short contracts. The short contracts were endlessly renewable, as long as the wage was paid each period, and may have reflected the lack of trust the family placed in these strangers, or possibly the workers' lack of trust in a rural brewery. The Sugiyama family similarly paid older women to come and work for short contracts. These women were probably skilled in the arts, because this period is just when the head of the Sugiyama family became interested in the tea ceremony and other leisure activities, as shown by the Sugiyama house that was built around this time, which is a showcase for artistic treasures.²⁷

Very few of the urban contracts, however, specified a wage. Most of the women whose contracts specified a wage were hired as wet-nurses and two of the men were most probably domestic servants in the strict sense. The remaining six contracts that specify a wage appear to have been for skilled artisans or artisan apprentices (table 6.5). The contracts for the Kimura family business specify that these four workers, male and female, were weavers. Analyses of the few contracts specifying a wage, both urban and rural, reveal that men generally received more than women did. Urban workers also generally received more than rural workers, except when, as with the Sugiyama brewery, the rural business tried to entice skilled workers from distant areas.

Apprentices usually received only a nominal wage, if any at all. Documents in the Matsuya and Kimura collections reveal that parents sometimes paid an employer to apprentice their children, although the fees do not seem high, compared to their later potential wages. Shōbei and Ichi, for example, paid 159 *monme* and three *bu* to the Kimura family for the upkeep and training of their son during his apprenticeship of several years.²⁸ Apprenticeship was, after all, a form of practical education. Apprentices were also used for errands, babysitting and housecleaning, under the direction of the employer's wife, while she taught them reading, writing and calculation as well as basic business skills.²⁹ The excerpt of a contract for Hanji, of Koya village in Echizen province, reflects this practice.

Table 6.5 Wages for Kyoto workers calculated as *monme* per year

<i>Employer</i>	<i>Female</i>	<i>N</i>	<i>Male</i>	<i>N</i>
Endō	215	6*	—	—
Fukui	—	—	70–215	2
Kimura	50–195	2	50–325	2
Nakaji	215	1*	—	—
Noguchi	172–274	2*	—	—
K Tanaka	129	1*	—	—
Y Tanaka	—	—	20	1
Toyota	172–215	2*	0.15 ^a	1

Note

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

a This wage was 70 *mon* of copper.

You may employ him for any task to facilitate his growth [*seichō*]. You may employ him for as many years as necessary to oversee his development. Furthermore, if in the future of his training he should become competent at every task, please hire him to work for you in some capacity.³⁰

When Hanji completed his training, he became eligible for a wage and the wages paid by the Mitamura family could be quite high. Kobata Atsushi reports that an 1821 document records wages for their *tedai* as 200–800 *monme* per year.³¹ A debt repayment contract for a skilled worker records a wage of five *ryō* and five *bu* or 250–300 *monme* per year.

Because I am in arrears for the above amount [429 *monme* five *bu* three *ri*] in paper orders, I will work for you from the last month of this ram year. My wage is set at five *ryō* five *bu* per year. I will ask if I need anything more. One *ryō* per year will be applied to the debt above according to your instructions.³²

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

Because all workers lived on site, employers considered worker living expenses as part of the labor cost invested by the employer and these expenses were usually not counted against worker wages. Living expenses for contract employees included meals, a place to sleep and clothes. They also received two full sets of clothing, “from the skin out”, twice a year, winter and summer.³³ This practice is reflected in the debt contract for Yoshi, above, when her father indicated that the employer should only give her one set of winter clothing each year. Casual laborers, however, did not gain all of these benefits. The laborers received hot meals and lodgings on site, but they did not receive clothing. All wages were above and beyond these basic amenities.³⁴

All of the amenities provided by employers to their employees imply that the employer's wife and the household servants were extremely important to the business. After all, the employer's wife was in charge of the servants who provided these services. This also explains the need for wet-nurses. Moreover, this practice further explains why employers frequently chose wives for their *bekke* employees.³⁵ The *bekke* employee was expected to set up a branch business and therefore needed a wife who could fulfill the role as wife of the head of a stem family branch business. The practice of choosing brides from among the maids also suggests a reason why maid-service in a stem family business was a popular form of pre-marital work for young women.³⁶ These young women, because they were known to and trained in the employer's household, were prime candidates for wives of the newly graduating *bekke* branch managers. For country girls, maid service was also an opportunity for social mobility. Indeed, a young woman who had no experience working for a stem family business might be directed to gain such experience, before she would be accepted as a suitable bride for an heir to such a business.³⁷

General medical expenses for contract workers were another important employer responsibility.³⁸ Ogura Eiichirō notes that Ōmi merchant families paid the general medical expenses of their employees, such as doctor's bills and medicine, but the cost of specialized treatment came from the workers' pockets.³⁹ The contracts in the Matsuya collection in the Kyoto data sample specify that Matsuya would care for the worker for three to five days and this sort of agreement was probably most common, even when not specifically stated in the contracts. In the contracts, the guarantors promise to collect the employee after a certain period of time and either care for him or return him to his home. The real concern of the contracts was protecting the employer from blame in case of sudden illness or death, as shown in the following excerpts.

If Kinosuke should become ill, we [the guarantors] will take him to a healing temple until he is well.⁴⁰

If he should become ill during his contract period, we will immediately retrieve him and his possessions.⁴¹

If he should become ill, you will care for him for three to five days, but if the illness should last longer we will take him back. If he should die suddenly, we will retrieve him immediately so you suffer no inconvenience.⁴²

If he suffers sudden death or sudden illness, we will not blame you.⁴³

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

As the contract and labor conditions discussed in this section show, contract workers became members of the employer's household, often distinguishable from the kin members of the household only by their wages. Because these wages were often recorded in account books rather than regularly paid in cash, this difference

probably seemed very slight. In fact, Nakano Takashi points out that even family members were increasingly defined by their roles in the family business, rather than their kin-relationship to the head of the family.⁴⁴ The practice of taking a new name at the end of the basic apprenticeship period also emphasizes this relationship. Moreover, townsmen were frequently identified by their shop name or *yagō* affiliation, further emphasizing the public identification of a contract employee with his or her employer's family and business.

Labor and population

The population of Japan grew greatly during the seventeenth century and then appears to have leveled off in the early eighteenth century. This general view, however, hides several differing regional trends. Population growth in the southwest was balanced by population decline in the northeast, whereas population stagnated in central Japan. The labor conditions described in the previous section above were conducive to the spread of epidemic diseases and high mortality, particularly in cities and towns. Furthermore, an increased need for industrial labor pulled excess population from agricultural villages into towns and cities, where mortality was higher.

Akira Hayami estimates that the population of Japan grew at a rate of 0.7% per year during the seventeenth century. The population density was already 5.5 people per hectare at the time of the first Tokugawa national census in 1600, which was nearly three times the population density of Flanders in 1800, one of the most densely populated regions of Europe at that time. Japan's population density doubled to 10.6 people per hectare by 1721, around the time Japan's high rate of population growth ended.⁴⁵ There were twenty-five measles epidemics during the Tokugawa period; twelve occurred between the years 1708 and 1862, which was about once every twelve or thirteen years. Typhus epidemics struck Japan ten times between 1763 and 1867; smallpox epidemics occurred in 1686, 1722 and 1844–47; and cholera killed tens of thousands of people in 1822, 1858, 1862 and 1863.⁴⁶

Although central Japan had both low fertility and low mortality rates and an apparently stable population during the eighteenth and early nineteenth centuries, this apparent stability hid major urban and rural differences. Rural fertility was relatively high, but labor migration caused excess population to flow into cities and developing towns. The dangers of illness and death from epidemic disease were particularly serious in urban areas where living conditions were overcrowded. The overall population stability probably reflected relatively high fertility in rural villages, to balance the demonstrably higher mortality of the urban areas.⁴⁷

The labor conditions I described in the previous section were particularly susceptible to the spread of epidemic disease because large numbers of people – all of the employees of a given business, for example – were eating, working, and sleeping together. If only one customer, dealer, or employee developed a disease such as measles, they all would contract it. Employers cared for employees for a few days, but employees with more serious illnesses were sent home, thereby spreading

the disease to the people they met on the road home and the people in their home villages, if they made it that far.

Three miscellaneous documents in the data sample refer to the practice of sending home employees sick enough to require more than a few days to recuperate. In one document Shōbei, an employee of the Noguchi family business since childhood, was given time off to return home and recuperate in 1812. The letter from his mother and brother thanked the Noguchi family for agreeing to welcome Shōbei back after he recovered.⁴⁸

Kuno, a young woman hired by the Noguchi family business in 1802, became ill in 1803. The family let her go, because the illness appeared to be serious enough to require a long period for recuperation. Her parents recognize this situation in their letter and promise to retrieve Kuno's clothes and other possessions from the employer's household. They also promise that she will not work for any other business in the same industry.⁴⁹ Her guarantor found another woman, Kin, to replace Kuno.⁵⁰

Kōshichi of Matsuya died during his contract in 1835. His parents thanked Matsuya for employing and caring for him in their letter. They noted that they had written a separate receipt for his accumulated wages and his possessions, and they promised not to cause any trouble, or say anything against Matsuya.⁵¹

The problem of reprisals from angry family members in case of worker illness seems to have been a real concern for employers during the Tokugawa period. These three documents in particular were written at a time when the problems of sudden illness and sudden death became chronic, as illustrated by Yasuoka Shigeaki's 1989 study of the Mitsui lineage business.

When Yasuoka first examined the workers at the main Mitsui businesses, he was impressed with the rapid turnover in the regular *tedai* workers and theorized that Mitsui had developed a more modern, rational, capitalistic system than other businesses he studied. Closer examination of when and why these workers were leaving the business so quickly, however, revealed that nearly all of the workers left their employment because of illness or death, and that this tendency increased over time. He found, after further investigation, that the amount of money spent for each *tedai* worker per day was halved from the Kansei and Bunka eras (1789–1818) to the Kōka era and toward the end of the Tokugawa period (1844–68). Mitsui had economized on an interesting array of amenities – medicine, tea, sake, snacks, greens, dried food, and seaweed – particularly after the Tempō reforms instituted by the central Government during the Tempō era (1830–44).⁵²

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

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

the urban mortality rate, population tended to drain from rural villages to towns and cities.⁵³

This explanation partially accounts for the low population found in areas where access to labor opportunities were numerous, and, conversely, the high population of areas where labor out-migration was successfully prohibited, as for example in the Hikone domain discussed at the end of Chapter 5. Furthermore, a high urban mortality rate may have been one factor behind the labor shortage, particularly of trained contract labor. Any further conclusions are not possible at this time. As Hayami points out, the demographic evidence requires a great deal more detailed study before conclusions regarding any causal relations between the economy and population can be reached.⁵⁴

Regardless of the reality of labor supply, the structures and practices of Tokugawa businesses were based upon an assumption of labor shortage. In this respect, Tokugawa and later Japanese economic development was quite similar to that of England during the early period of industrialization. Differences in the political and social environments, as well as differences in agriculture, however, meant that manufacturers in England used different strategies to deal with labor shortage than manufacturers in Japan. Whereas English manufacturers chose to use the Poor Laws in respect of pauper apprentices, and made use of child and female labor, Japanese manufacturers made use of the free time available to agricultural labor as casual labor.⁵⁵

The assumption of labor shortage put Japanese workers in a relatively strong position, with regard to their employers. Moreover, labor shortage may have contributed to the economic stagnation of the late Tokugawa period, if political policies made it difficult for labor supply to keep up with demand. This stagnation was probably aggravated by the underlying assumption of continuous expansion of the stem family business structure. This assumption is behind the *bekke* system, in which employees were provided the capital financing to establish independent, or semi-independent, branches of the business after they reached a certain level in the management hierarchy. In such a situation, weaker and overextended businesses folded and workers either returned to the provinces, taking their skills with them, or found employment with other businesses as skilled workers.

There were other demographic and social consequences of this system and the conditions of labor contracts. Contract laborers generally lived in their employer's household until they achieved *bekke* status and were allowed to move out. Usually, this meant that the employee delayed marriage for several years, until he could set up his own household. This also created a situation of potential conflict, with illicit relations between male and female employees, household members, and in other areas. The Government apparently recognized the problem, as the laws regarding concubines or mistresses took into account the possible sexual frustrations of young men who were not in a position to marry or set up their own households.⁵⁶

In summary, the economic relations of labor underwent tremendous change under the Tokugawa regime. At the beginning of the period, labor was largely recruited from kin or hereditary servants. People were sold into service, or voluntarily entered dependent service relations with a powerful family, in exchange for

economic and physical protection. Following the legal ban on the sale of people, together with the political stability of the Tokugawa regime, indentured service relations became a monetary exchange. Economic development brought further change with the introduction of wages, even paid in advance. Further development and labor shortage brought more changes, with wages paid directly to the employee on a regular basis and transforming the indentured labor into a wage labor and even a free labor relationship. The most extreme form of the free labor relation was casual labor, hired on a daily basis, that developed in industries such as brewing that could make use of unskilled or semi-skilled labor.

Labor contracts established a firm and potentially long-term relationship between the employer, the employee and the employee's family that went beyond a simple agreement of labor in exchange for wages. The employer could become a regular economic resource for the employee's family, providing funds that the employee worked off with his labor. The employer, however, also took the employee into his household and treated him as a member of the family, providing food, lodging, clothing and medical care, as well as paying any expenses the employee incurred and providing training and the tools of the craft or business. The relationship between employers and employees tended to be paternalistic and required trust on both sides.

Even under good conditions, this relationship was a potential source for conflict. Illness could easily spread, marriage was delayed and temptations were numerous. When the employer economized on the amenities supplied to the employees, the consequences could be serious. Employees could also abuse the relationship. The next chapter addresses the issue of conflict in this system and the mechanisms for conflict resolution.

7 Conflict and resolution

Conflict and the mechanisms for conflict resolution are important aspects of labor–management relations. They reveal many of the basic assumptions behind the employer–employee relationship and the attitude society took towards work and towards conflict resolution in general. The penalties and actions employers took in case of trouble also reveal which problems were thought to be most damaging, in contrast to those considered relatively minor problems.

The paternalistic relationship of employers toward their employees as members of their households and businesses, was a situation full of potential conflict. Employers were in a position to exploit their employees with long working hours, poor working conditions and harsh treatment. On the other hand, the employer–employee relationship also depended upon trust and employees were in the perfect position to cause maximum damage and trouble for the employer’s business and family. Indeed, the written labor contract became a legal requirement in the effort to control just this situation. The labor contract as a written guarantee of service and the role of the guarantors to the contract was therefore part of the mechanism for conflict resolution.

This chapter examines the final section of contract text where the provisions for conflict management were specified. The analysis also uses a variety of miscellaneous documents that reveal what really happened when problems occurred. Since these miscellaneous documents tend to represent cases where conflict was successfully resolved, there may be a bias in the sample. However, the histories revealed in the documents suggest that the system tended to favor employees as much as, or more than, employers. This finding is consistent with the assumption of labor shortage and the value of skills and skilled labor to the early modern employer. The relation between the skills of skilled labor, competition and the world of work is the topic discussed in the final section of this chapter.

Provisions for trouble

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

employee would treasure his service and work diligently.¹ Every contract promised that the guarantors would settle any trouble, so that the employee would not cause “even the slightest difficulty” for the employer.²

The provisions in labor contracts clearly were designed to protect the employer. On the other hand, miscellaneous letters of thanks, apology, report and claim from the employee and his guarantors to the employer reveal realities of labor practice that favored the worker. These practices were probably the consequences of labor shortage and the efforts of employers to maintain control over the skills important to their business, as represented by their skilled labor force.

Two provisions always included in written contracts were specific prohibitions against disappearing and stealing from the employer’s household. The term used for “disappearing” was *kakeochi*, which in this case meant to abscond. If the worker stole from the employer’s household as he went, the term was *tori nige*. In either case, the employer lost the labor of the employee. The penalties for these two prohibitions directly addressed the swindling scams that were such a problem in the seventeenth and early eighteenth centuries. At the same time, concern over the labor lost to the employer is echoed in many of the other provisions.

According to the contracts, the guarantors were expected to take care of the problem when an employee disappeared. Although there were some variations, the guarantors generally promised to find the employee and bring him back, reimbursing the employer for any lost money or goods. If they could not find him, they were either to find a replacement or repay the value of any wages paid in advance. After these debts were settled, the main penalty the employer required of the employee in the contracts was an apology, although the contracts suggest other action could be taken against the employee. In the labor contracts for the Endō lineage business in Kyoto, the guarantors agreed to report the employee to the authorities, but this provision was unusual. The following contract excerpts show the general rule.

If she [the worker] should run away or take anything, the undersigned [guarantors] will reimburse your lost goods and find someone to work the remainder of her contract in her stead.³

If he runs away or takes anything, we will reimburse your lost goods and take whatever action you prefer.⁴

If he should happen to run away, we will find him and apologize.⁵

If she should cause any trouble whatsoever, not to mention stealing money or running away, we will be sure that the employer suffers from no difficulties at all.⁶

If this person should run away or cause any problems, we will report him to the authorities and apologize so he will not cause any trouble for you.⁷

The above excerpts give the penalties as specified in the contracts, but the actual practice when an employee stole money, or ran away, could be quite lenient. The cases of three workers who each stole money from his employer show that the worker was often re-hired after he or his family paid the money back and apologized. The Noguchi family, represented in some of the excerpts above, employed two of the workers, Kōsuke and Kasuke, and they each wrote letters of apology in the fifth month of 1823.⁸ The following example is a translation of the text for Kasuke's apology.

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

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

He will work hard and I will not allow further impudence or unlawful actions ...⁹

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

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

When I was small you kindly employed me in your service as I grew to adulthood. Then I wrongly took your money and important assets and was insolent, so you complained to the witnesses to my contract [guarantors] and they investigated and found you were correct with no mistake. I have no excuses for my increasing insolence [wrongdoing] and know you were right to let me go. Naturally I apologize and this time I have turned over a new leaf and promise to work diligently. I beg you to take me back and I will work hard with no mistake. Please listen to my request and I truly beg that you agree. Of course, if I repeat my insolence you will procure the amount [lost] from us and I thank you for employing me to serve you again. If I should insolently do further wrong the undersigned will immediately reimburse you for your loss and settle any trouble. If you fire me again I will not say one word of complaint.¹⁰

There is no sign that either worker was reported to the authorities or underwent any punishment beyond apologizing and replacing the value of what their employer had lost. Nor is there any sign that a guild or trade association played any role in the process of conflict resolution. When employees used business funds for personal reasons without the approval of the employer, they were frequently fired for unlawful activity, insolence, and disobedience. The terms used were *kokoroe tagai* for disobedience and *furachi* for insolence or unlawful activity. In many documents, it is difficult to know which meaning applies, but surely an employee was more likely to have been fired for unlawful activity than simple insolence. A third term, with weaker connotations, was *fuchōhō*, which simply meant the worker was rude or ill-mannered.

Many contracts prohibited the worker from finding employment in the same industry, or even opening his own business, after he was fired. Moreover, in many instances, a contract or apology also prohibited the worker from even approaching his former employer's shop or customers.

If this person should be fired for disobedience during his contract period we will certainly settle up his room and board fees on top of which he shall not be allowed to go into business for himself.¹¹

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

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

We have added a considerable sum to the original amount and will be grateful if you can repay the remaining debt from this sum and return the rest to Chūshichi's lodgings. Now, of course, we promise that he will not steal or run away or interfere with your profits. If he should cause any further trouble, we will immediately come forward to take care of the matter and apologize. This certificate is valid as written.¹²

When a branch of the Kimura lineage business fired Chūshichi, all they did was send him to the main workshop of the business, where he continued working. He was not sent home until after he caused trouble a second time. Even then, he continued working as a commuter and the letter implies, by the addition of contract provisions at the end, that he was reconciled and hired again. This process of firing and re-hiring was not limited to Chūshichi. Another worker at the same branch workshop began his career working at the main workshop, was fired and re-hired, and fired again three years later with no expectation to be re-hired. Nevertheless, the employer continued to employ him on a limited basis for several months, after which he was rehabilitated and re-hired again. The short text below is from the first document written in the third month of 1810.

Through my carelessness I was sent back to my lodgings and I sincerely apologize. I am happy that you listened to my request that I be allowed to return. Moreover, I will in all things obey your house rules and work diligently. Of course I will be careful to put my work first.¹³

Three years later, Shōshichi was in trouble again. Actually the document mentions that this has occurred several times and it seems that he will certainly be fired. See the text of the apology below.

My younger brother Shōshichi has served you for a long time. Now he has taken illegal action in retail several times and our plea for him to stop has not worked. We understand that you have given him a long leave of absence. Now, if we send him to other employment, it will not be a position related to your business.¹⁴

In spite of the claim that Shōshichi would stay away from the Kimura business, he was apparently picked up by a branch business of the Kimura family and rehabilitated, once again, as shown in the promise below.

When my younger brother Shōshichi was recently fired for disservice, you kindly added your request that he be allowed to work under your direction. However, your late father would not forgive him, as is perfectly understandable. Nevertheless, Mr. Usa of your branch shop gradually gave him direction and has allowed him to work there. Shōshichi himself as well as I are truly grateful for this. He will absolutely do nothing more illegal.¹⁵

This pattern of fire and re-hire was not limited to the Kimura lineage business, or to skilled artisans in the proto-industrial part of the Tokugawa economy. Sensuke, a management *tedai* employed by Matsuya, reveals a similar pattern in his apology of 1868.

I have worked for you since childhood and have occasionally been impudent and caused trouble. In the last year of the cock [1861] I also ran away and also caused trouble for my foster parent. I thank you for welcoming me back. Since then, during the last year of the ox [1867], you have paid me more money than I need for which I again thank you. In my work for you, I found myself sick in an inn in Shikoku as I made the rounds of the Western provinces and used the company funds you had advanced to me to get drunk. Now I have been fired mid-journey and, realizing that I have committed many errors and have frequently been impudent, yet I ask for permission to return to work for you.¹⁶

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

Skilled workers were valuable assets, in themselves, that employers lost when an employee ran away. This was true even when no wages were paid in advance as the case of Torakichi shows below. Torakichi, an apprentice carpenter of the Tanaka family business, was sent on an errand for his employer one day and disappeared. His mother reported the investigation in her letter to the head of the Tanaka family in the following excerpt.

My son Torakichi went to work for you a few years ago. Last [year of the] monkey seventh month seventeenth day at night he left your place and we investigated on your request. The watch did not say they knew and all bogged down for a while. However, as time went on we learned that he was with an employee of Sumiya Yahei called Kamekichi. Last year seventh month nineteenth day at night they went to the Osaka harbor and on the twentieth at the eighth hour of evening were seen near East Horimoto neighborhood crossing back and forth over the water. Kamekichi positively identified him and so it cannot be helped. He has been of great disservice to you and there is nothing that I can say. I lament more and more over his actions. Now I have certainly received the seasonal clothing you provided him with nothing missing.¹⁷

Torakichi left on the seventeenth day of the seventh month in 1848. Kamekichi, an employee of Sumiya Yahei, was seen with Torakichi at the Osaka docks on the nineteenth day of the same month. Torakichi's mother felt this investigation

showed beyond doubt that he had run away, so she apologized to the head of the Tanaka family. The investigation was necessary, even though Torakichi had obviously disappeared, because he could have been excused over some mishap resulting in injury or death. Again, his guarantor and family were in charge of the investigation and reported the results to the employer. According to the standard contract, the guarantor would continue looking for Torakichi and provide the Tanaka family business with a replacement until the matter was settled.

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

Even if something should happen to his parents or something unusual occurs, he is not to take leave without notice.¹⁸

Furthermore, if he should take time off, then, as agreed, he is not to seek employment in the same profession.¹⁹

Of course he is not to take time off without good reason ...²⁰

Employment-related documents written during the early modern period use the term *hima* for two different situations. Workers were given *hima* when they were fired, but they took *hima* as a leave of absence. The term was therefore used to mean either temporary or permanent time off, either forced or taken voluntarily. The documents of two workers who requested either time off, or to be let go, from two different employers show what happened in practice. See the letter from Yohei's father, below.

My son Yohei has been working for you, but I am without an heir now and so recently I requested that you let him go. You listened and immediately gave him leave. However, you have requested his return through Mr. Mikiya Yahei [his guarantor] and so we are very happy to return him to you. Naturally we will not request his leave again within the year.²¹

Yohei was in the middle of his contract with the Endō lineage business when his father, Matsumaeya Uhei, requested his return in 1823. According to his letter, Uhei decided he needed Yohei to take over his family business, Matsumaeya. Perhaps Yohei was a younger son whose elder brother had died or left the family. The Endō family apparently agreed to return Yohei, but then requested Yohei to come back to work for a while. Uhei agreed to let Yohei finish out the year.

Zenzō, of Ōmi province, had a foster son, Yoshimatsu, who worked for the Kimura lineage business in Kyoto. Zenzō had become Yoshimatsu's foster parent

at the request of Yoshimatsu's real father, Ihei, in 1793. Ihei left an inheritance for Yoshimatsu in the care of Zenzō, who then asked that the Kimura family return Yoshimatsu to receive the inheritance in 1796. In his letter, shown below, Zenzō promises that Yoshimatsu will not cause any trouble for the Kimura family business, or say anything to anyone else, presumably about the production or business practices of the Kimura lineage business.

Last Kansei five [year of the] ox sixth month Yoshimatsu's natural father Ihei died and asked that I take over his care. Until now I have left him with you. However, I must become his adoptive father for him to inherit from Mr. Ihei and I ask to receive Yoshimatsu as my son and am grateful that you return him home. All will be as written above and it goes without saying that Yoshimatsu will not cause any trouble for your business nor say anything.²²

Employees who leaked business skills or secrets to competitors were apparently a common concern of businesses using skilled employees. Employers expected the employees they trained to use their skills for the employer and not for the competition. Moreover, the employee was not expected or encouraged to join the competition by establishing his own business, or working for another competing business. The contracts of several businesses contain specific prohibitions against secretly contracting business on the side.

This person is not to take time off or go to work for someone else during the contract period. If this should happen, she will accept whatever action you feel is appropriate without one word of complaint.²³

If this person should secretly conduct business on the side, cause you to lose money or profit, use an excessive amount of money, run away or take anything, we the guarantors will certainly investigate your lost items and reimburse you so that you will not suffer any loss.²⁴

He must not set up any private business or do any gambling.²⁵

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

Zensuke, an artisan apprentice (*deshi*) of Wakasaya Rihei, wrote a letter of complaint to the Kimura family in 1805: "Your [the Kimura lineage business] O-Man has been serving a contract for Yawataya Kahei, while at the same time she has contracted with us [at Wakasaya] under the same terms." Zensuke demanded that she be returned to her parents and that she would not be allowed to stay in Kyoto. He also confirmed that his shop (Wakasaya) had already received 500 *bu* in compensation money from the Kimura family.²⁶

From this letter, it is apparent that O-Man was an employee of the Kimura lineage business, but she was not their daughter, as she had parents outside of Kyoto. As an artisan employed by the Kimura lineage business, she was working

for Wakasaya, apparently with the knowledge of the Kimura family. Privately entering into a contract with Yawataya, however, took some ingenuity and poses a number of questions. Who guaranteed her? Did they not require a guarantor because they knew the Kimura family? Where did she live? Did she commute? Unfortunately, there is no good answer to these questions in the available documents except to note that other employees of the Kimura lineage business managed to commute, so perhaps O-Man did so too. When skilled artisans like O-Man were sent outside of Kyoto, they took their skills with them, thus spreading skills to other regions. This became an important factor to nineteenth century proto-industrial development in regions that had previously had no industry.

Shōsuke, an employee of the Noguchi family business, stole some of their assets and started selling them secretly on the side. His apology is presented below.

Although Shōsuke has worked for you since he was young and you relied upon him as if he were your own [son], he unforgivably took your merchandise and sold them. We immediately retrieved them and returned them to you, but the *obi* took longer than expected. Since he did this during his contract with you, he was fired. In addition we send 800 *monme* of silver and send Shōsuke to be punished by locking him up. We will be grateful if you keep the silver. All has been done as noted above and he is certainly sorry. According to his contract, we will not send him to work for anyone else in the same profession or have dealings with any of your customers. If there are any further monetary problems, we will take care and stop them with no complaint. All will be according to your direction and if he turns his back on you, we will go as far as necessary to protect your interest.²⁷

He was caught and promised, together with his guarantor and parents, that he would return the goods within the following year. In addition to his written apology, they agreed to pay 800 *monme* in compensation for the trouble Shōsuke caused and the assets he took. Moreover, he was imprisoned, an unusual case of official legal action found in these documents. Furthermore, in accordance with the penalty clause of his contract, he promised not to work for another employer in the same business or hire out as an artisan to any regular customers supplied by the Noguchi family business. He also promised not to approach either the Noguchi shop or their customers and agreed that the family could take any action that they felt appropriate to stop him. The same punishment also appears in the contracts of several businesses, as shown in the following excerpt.

If he should take time off or be fired for failing to meet your expectations, then even if he is offered the opportunity for employment or adoption by another family business, we will not send him anywhere that will be a hindrance to you.²⁸

Several important points deserve notice regarding this concern. First, the penalty did not say the employee could never work elsewhere in the same business.

Rather, there were several limitations placed upon such work. The employee was banned from doing business outside the employer's control while still under contract with that employer. The same was true if the contract ended prematurely, whether the employee ran away or was fired. This prohibition reinforced those against running away or taking leave without notice. Furthermore, it prevented poorly or partially trained employees from working elsewhere and damaging the reputation of an employer. At the same time, these limitations protected the employer from loss of labor, profit, or business secrets. Finally, the prohibition against working for other businesses or setting up an independent business in the same industry seemed to apply only to workers who stayed in the area.

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

Shōsuke (above), however, did not leak the business secrets of his employer, but used products he stole from his employer to set himself up in business. By doing so he stole property, profits and customers from his employer, but he did not give any extra advantage to other competitors. Like O-Man, he was fired and barred from working in the industry, but he was not sent out of Kyoto. In comparison, O-Man's "crime" had greater potential to damage her employer's business, even though she had not stolen anything. In this regard, when Zenzō's son, Yoshimatsu, discussed above, gave his promise not to speak to anyone regarding his employer's business, the prohibition was probably limited to Kyoto. As noted above, the Kimura family and the trade association had no control over Yoshimatsu outside of Kyoto.

Magoshichi of Hakutsuru Breweries

Thus far, most of the examples presented in this chapter from miscellaneous documents came from Kyoto collections and the textile and dyeing industries. A group of documents in the Hakutsuru Breweries' published collection, however, reveals a similar attitude toward skilled employees, in a dramatic fashion.²⁹ These documents tell the tale of Magoshichi, the trouble he made, his punishment and his rehabilitation. The story begins with his contract, below, when he was still known as Tsuigorō.

Tsuigorō son of Magoichirō of this village is twelve years old this year of the ox [1781] and we have his known his family for a long time. Now we certify that we send him to your care and service and stand as his guarantors. The above Tsuigorō will without saying depend upon the community and does not need any money from you. However, please use him according to the customs of your house. For seasonal clothes, give him winter cotton quilt and summer linen with new clothes every two seasons. Of course he will cherish his service. If he should go against your house rules or be of disservice, we the guarantors will take him back. At that time we will return the clothes and he will not say

anything. His religious sect is Jōdo Shinshū [Pure Land Buddhism] and he is registered at Tōjunji as his home temple with no mistake. We attach his registration certificate separately.

He will certainly obey government prohibitions and directions. Whatever problem the above Tsuigorō should cause, we the guarantors will take it on and settle it causing no trouble for you. Further, if he should steal your profit money, steal from you or abscond, we the guarantors will find him and return your [lost] profits and goods without delay. This certificate will stand for as many years as Tsuigorō serves you.³⁰

Hakutsuru was the brand name of the Kanō lineage breweries also called Zaimokuya. They first hired Magoshichi in 1781, when he was twelve years old. His name at that time was Tsuigorō, son of Magoichirō of Mikage village, and his guarantor was Kichibei of the same village.³¹ His contract followed, more or less, the standard pattern discussed in previous chapters of this study. In the case of Zaimokuya, they were appropriately concerned with loss of profit. The next document pertaining to Magoshichi is his agreement to establish a branch of the Kanō business in 1798, as a *bekke tedai*. Magoshichi, as he is known at this time, was twenty-nine years old that year.

I have been in your service and now you direct me to move out and establish a branch and you have found me a wife. So I sort the items you give me and list them here.

Item. Two *kanme* of silver as housing expenses

Item. Three *kanme* of silver as start-up capital.

Total: five *kanme* of silver.

I have certainly received the silver listed above and am extremely grateful and happy for it. Of course, until my business is established I will pay five *shu* per month as interest to the main house.

We will live in the housing you provide without paying rent for five years. During the five years if we establish our business, we will look for our own house suitable for the business. If we remain in the above housing longer than five years, then we will pay rent.

Item. One full set of household furniture and utensils.

During the five years, my wife and I will commute to work in the main house for one year and receive 600 *monme* for living expenses. While working for you, we will consult with the main house about establishing our own business. Following your direction we will start our own, and if we should make much profit, we will not rely further upon your financing. During the above five years we will work half days at the main house and half days overseeing our own business.

We will establish a branch as set out above and I have listed the money and goods I receive from you to do so with no mistake. We agree to your conditions and will not violate them. Naturally, I will continue to work loyally as before and whatever happens at the main house, I will assist with

my life as if I were inheriting the leadership of the main house. If I am disloyal or insincere to the main house, or if I insolently act wrongly, all will be taken from me to the last hair. This promise will stand for however many years [necessary] in the future.³²

According to later documents, Magoshichi formed the first non-kin *bekke* branch established by an employee trained within the Kanō business from childhood. As the agreement notes, his employer provided him with start-up capital, housing, living expenses, furniture, tools, and a wife. The start-up capital may have been a loan rather than his accumulated wages, since this agreement mentions interest paid on it. A later document mentions how quick he was to earn the money for repayment, but this could be referring to the money needed to repay the loan. His speed was one reason why he also became an example for junior employees who wished to establish their own branches under the same type of agreement.

Nevertheless, Magoshichi's career was not without trouble and temptation. Eleven years later, in 1809, at forty years old, Magoshichi found himself fired, disowned and dishonored. The document of investigation and accusation had three parts. First, a general statement of accusation and investigation report, followed by a list of punishments or consequences for the crimes and the signatures of all important officers of the Kanō lineage business, and finally a detailed list of Magoshichi's criminal actions. The first part of the document is shown below.

During recent years in service he [Magoshichi] was sometimes insolent and criminal. Although he had a lot of experience and we sponsored him to establish a branch [of our business], he did not make reparations for these problems [his insolence and criminal actions]. [We] said he was just careless and did not look below the surface because he was the first child we fostered to form a branch, and we did not make him redress his wrongs. Ignoring wrongs and leaving them without redress is the same as excusing them. We held our words back to a whisper like a stingy scoop. There are people strong in evil and others strong in good, but we paid no attention to old wrongs. We allowed him to establish a branch just from our affection [for him]. Then, when he should have been truly developing loyalty, something happened. We pleaded for a response, but have raised a serpent. When he earned most of his start-up capital, his true heart [character] appeared. The main house found he lacks judgement and he tried to bargain over the interest and rent [he owed]. The years bother us more than him. Nevertheless, he kept his transactions clean and was held as an example to junior employees. When directors tried to guide him to the correct path, however, he did not follow and, of course, did not change. Hiding from the eyes of the main house, he secretly subverted the employees at all levels from the directors to temporary cook. He continued to try to take over the business from the inside until he was too careful and pretended that it was not happening. Even confirmed loyal retainers were led to doubt. He betrayed our sincere goodwill like a man seducing a married woman. He told half-truths biased to his own favor and tolerated us only from

greed. In the end our retainers restrained him, undeceived by his lies. Master and servant lamented the misfortune of our house. Since he had been raised in the main house, the master truly wanted him to direct the house after his [the master's] death and made him [Magoshichi] his right arm, relying upon his strength to defend elderly skills and knowledge. Revealing the above illegal acts and the road to them has been difficult as is considering the future consequences this disaster may have upon the house.³³

This opening accusation does not really make clear just what the “insolence and criminal acts” Magoshichi committed were. That is left to a later section. Nevertheless, this section does highlight several aspects of the relationship between Magoshichi and his employers. Since Magoshichi was raised and trained in the main house, they seem to regard him as a foster child. Of course, at forty years old, he had spent most of his life as a member of Zaimokuya, the Kanō family business. The document makes references to their affection for him and the possibilities for his inheritance like a family member. In a similar vein, his betrayal is seen as the result of their unwillingness to be strict with him and punish his earlier and smaller transgressions. Perhaps the fact that Magoshichi was a truly capable manager played into this relation. The next part of the document lists his punishments, shown below, and they further clarify Magoshichi's position within the business and family.

Item. Magoshichi is no longer allowed to use the business name Zaimokuya, the family name Kanō or the seals [carved signatures] for those names.

Item. The wholesalers for sake shipped to Edo: Isaka, Kōri, Kojin, Toriku. They will no longer accept shipments from Magoshichi after the sake brew of the year of the dragon [1808] and this year's brew thus far have been shipped.

Item. He [Magoshichi] will vacate the rest house that is his present residence. Of course it will be difficult in the middle of this trouble, so he should leave as soon as he can within the year.

Item. He is free to pawn or otherwise dispose of personal money and various tools and furniture not attached to the house.

Item. He [Magoshichi] is denied access to our properties.³⁴

As an employee high in the labor hierarchy of Zaimokuya, Magoshichi's use of the Zaimokuya name and relevant seals is not surprising. His use of the Kanō surname, however, emphasizes that he was also included as a member of the family as well as an employee in the business. The second item in the above list ensures that he will not be able to use the business contacts of his employer to continue his activities and he was probably effectively blacklisted from other employment within the industry. The third and fifth items remove all privileges and ties he had to the Zaimokuya business and the Kanō family. This list of punishments is also intriguing for what it does not mention. There is no mention of criminal punishments or suits in a criminal court of law. The document also makes no mention of his wife, supposedly found for him by his employer.

The head of the Kanō family and lineage business, Jihei, and his wife Yusa, sign the document, followed by seven other people. At least one of the seven, Risuke, is identified in other documents as another *bekke*. The report states “Magoshichi was called to hear the above [accusations and judgement] in front of the Buddhist altar.” Firing Magoshichi in a ceremony held in front of the family altar also emphasizes his membership in the family and the identification of the family as the business. In reality Magoshichi’s employer was firing him. Symbolically, however, he was being “divorced” from the family.

Following the signatures is a detailed list of Magoshichi’s actual crimes, that I show below.

Item. While still in service, he secretly arranged with the brewery foreman for things to conveniently break down. Then he would collect the rice that fell outside the rice steamer and secretly brew sake with it. He conspired with the foreman in this action, which also broke the usual process of production. Of course, to the end, he hid this from our eyes and established a disaster between the master and the other employees.

Item. He conspired to make the rice press conveniently collapse, a criminal act that must be severely judged, and collected the rice inside the edges of the container.

Item. He lied to the financial officers in the business about how money was used.

Item. He did this not only in the brewery under his management, but secretly and criminally extended his actions to the other breweries [of the Kanō business].

Item. He secretly and criminally conspired with various sub-contractors providing wood or transport, in his actions circumventing the officers in charge.

The above list of criminal acts, although limited to a single person, easily inspires greed in other officers. Even a little greed in the officers eventually becomes visible even down to the temporary cooks. As it spreads, it causes problems that cannot be ignored. These people too must all be fired.³⁵

Magoshichi approached the chief brewers and had leftover materials secretly diverted to him. He also arranged to collect the rice that remained stuck to the sides and lid of the steamer after most of the rice was removed for the next step in the brewing process. He then used these leftovers and the tools belonging to his employer and persuaded some of the brewery artisans to help him secretly brew sake from his gleanings. Then he sold this sake under their brand name, pocketing the profits and giving small, private bonuses to the workers that helped him. Brewery suppliers of wood and other necessities were also subverted in the same manner. Finally, he did this at other Zaimokuya branch breweries as well, not just at the one he was in charge of. His actions were certainly criminal and cost the Kanō family business profit, through loss of production time, as well as loss of supplies. Moreover, the sake he brewed on the side properly belonged to the Kanō

family business, since he was using their supplies and tools. Nevertheless, his actions also show his skills, both as a brewer and as a manager.

Zaimokuya sent letters to the retail shops and wholesaler who handled Hakutsuru sake on the twenty-sixth day of the same month, as in the letter below.

Our Magoshichi has no place to go. As long as we deny him access to our business we ask you to follow our direction. Until the old sake shipments sent by him and the transactions regarding them are finished, please continue as before and keep close watch. Of course, we will not say what happens after that. Please refuse any new sake shipments sent by him [Magoshichi], as he knows. If there are any further [shipments] or you think that the shipments are larger than they should be, let us know and we will send our directions. In any case, if the shipments are larger than expected, we will arrange things.³⁶

These business partners and clients were informed that all old transactions with Magoshichi would be honored by the lineage. However, Hakutsuru no longer recognized Magoshichi as an employee of the business who could represent them and no new transactions would be honored by them. The lineage requested that their business partners and clients inform the family immediately if he should approach them regarding any new transactions. Hakutsuru sent letters to all of its subsidiaries, business partners, clients and important members of the industry on the twenty-seventh day of the same month, informing them of Magoshichi's loss of status and identification with the lineage business. One of the other *bekke* officers expressed the gloom that had fallen over the Kanō business in his short letter to one of the clients.

As I explained separately, I now have more to tell you about Magoshichi. He now has no place. A couple of days ago on the 25th, the master took away his house identification and he is denied access to the property. I wanted to tell you this myself.

The main house has relied much upon him [Magoshichi] and we, his juniors, greatly regret that this happened. I cannot imagine how it is for him to have no place.³⁷

Magoshichi wrote a letter of acknowledgment dated the same month as he was fired, although the day is not given. He recognized the accusations and wrote that he would not interfere with Zaimokuya business. Since he was denied any access to the Kanō family properties, he approached three neighbors of the Kanō family. These three neighbors delivered the letter, with their comments, to two officers of the lineage business who passed it to Jihei. The full text is given below.

A Written Promise.

I have served you since my youth and established a branch with start-up capital from you with your assistance. I had start-up capital thanks to you, but

I acted illegally and never apologized or gave one word of excuse for my wrongs. I now review again your directions as below.

I will not use the identifications Zaimokuya or Kanō nor use the business logo or seal.

Year of the dragon brews will be handled as before, but from the year of the snake brews I will not send any personal shipments of sake to the Edo wholesalers. I will only send the old brews. I will return to you the Kanō brand and the white burnt brand and all brands with none remaining after the old brew is shipped.

I will vacate the rest house I live in now and leave the things in this annex.

I am denied entry or approach to your property.

I accept the above conditions. Of course, my personal money and tools are mine to keep. I know and accept the injunction not to independently do business and I will obey the above conditions. Of course, I will not interfere with the house. So I promise.

Bunka [era] six year of the snake [1809] month eight, Magoshichi *seal.

To the master.

The above certificate was given with many apologies to Sasshō and Saihei who brought it to us. We sent it to Mr. Kanōya Jihei and recently the master [Jihei] accepted the apology as hoped.

All has been arranged as above and he [Magoshichi] has been denied access. However, your three neighbors Shioya Mohei, Yamadaya Jin'emon and Amiya Kichibei received apologies. The three took pity and passed the apologies to Heizō, Shōbei and Risuke [officers in the Kanō family business] from time to time. Whenever news of Magoshichi came up, the three neighbors sent his apologies and pled that Shōbei, Risuke and Heizō would pass them on. With no place to go, he [Magoshichi] asked to enter the garden and he received a reply in year of the snake [1809] month twelve day twenty-eight. The next year of the horse [1810] during the New Year ceremonies you [Jihei the master] came to the garden and allowed him [Magoshichi] access for this once. You were soothed and forgave him and told the above three [neighbors] in answer.³⁸

Magoshichi was denied access to Hakutsuru property, so he next approached Jihei's neighbors, Shioya Mohei, Yamadaya Jin'emon and Amiya Kichibei and apologized to them. These three neighbors agreed to act as Magoshichi's representatives and repeatedly approached other *bekke* officers of Hakutsuru – Heizō, Shōbei and Risuke – to beg forgiveness for Magoshichi. At the end of 1809, Jihei answered that Magoshichi would be allowed access to Jihei's garden. This permission was granted in the first month of the lunar New Year, in 1810.

Kanō Jihei, head of the Zaimokuya brewing company, performed the requiem rites for the fiftieth anniversary of his grandfather Yoshikiyo's death, in the second month of 1810. Magoshichi was allowed to attend at that time and he was forgiven and reinstated with a toast in front of the lineage Buddhist altar, when Jihei read the following document.

At the fiftieth memorial of the death of grandfather Yoshikiya, Magoshichi was forgiven and permitted the following.

Use of the Zaimokuya business name.

Use of the brands.

Access to the garden and all normal access.

As taken up above, he is forgiven and permitted access with no change from before the year of the snake without reservation. He will work loyally. Of course, he had been the first [top] of all the *bekke*, but now Risuke holds that position and he [Magoshichi] is in the next spot. This decision is announced the year of the horse [1810] month two day eleven in front of the Buddhist altar to Magoshichi. The new master-follower relation is settled.³⁹

So, with many verbal apologies passed on by proxy, Magoshichi's written promise to abide by the conditions of his punishment and a meeting with his former employer, Magoshichi was reinstated. Considering the serious nature of his crimes, including stealing, embezzling and supposedly secretly attempting to take over the business from within, Magoshichi's period of exile was quite short – only six months – and he was amazingly easily taken back into almost the same position as before. Of course, his reinstatement, like his disownment, took place in front of the family altar, giving it a religious significance and placing him within the lineage.

Magoshichi wrote his thanks for Jihei's forgiveness and his reinstatement on the eleventh day of the month. Finally, Jihei wrote to all the subsidiaries, business partners and industry members that Magoshichi had turned over a new leaf and was reinstated to all the same privileges and responsibilities as before.

Greetings abbreviated. Our Magoshichi made some mistakes and last autumn lost the right to use our business name and was denied access and relations with us. Now he has learned his lesson and come to understanding. He has repeatedly apologized and last month, during one of the ancestral ceremonies of our house, we forgave Magoshichi and reinstated him. He will continue relations as before the year of the snake and we consider that all is settled. Of course, he is permitted to use our house name Zaimokuya, the surname Kanō and our seals as before. In communications and financial transactions we will recognise his use of the Kanō name. He will certainly redress his former negligence and we recognise him henceforth as Zaimokuya Magoshichi and you will treat him as such. All will be as written here.⁴⁰

As the cases of Magoshichi and other workers discussed above show, Tokugawa employers apparently forgave their employees for quite serious crimes, such as stealing and embezzling. The troublesome employee was not only forgiven. He was re-hired, often to the same position of responsibility he had before he committed his crime. Furthermore, the employee could be fired and re-hired several times in his career without adverse effect. Of course, not every employee was forgiven so easily. Most likely, the apologies of employees that were not

forgiven were destroyed, so we only have the documentation for the lucky ones. Nevertheless, the willingness of Tokugawa employers to forgive even these lucky employees is surprising. Why did Tokugawa employers tolerate and forgive such criminal activities so readily? This tolerance was probably the result of three interdependent factors: the workers' membership in the employer's household, which served as a surrogate family; the care and training the employers invested in the workers over the years, and labor shortage.

In essence, the employer's household became the surrogate family and the employer became the surrogate parent of the contract employees. Magoshichi first entered his employer's household at the age of twelve, and later documents show his membership in the family. Many of the other employees at various businesses who were repeatedly fired and forgiven, began their apologies with the phrase, "I have served you since I was young ..." Contract employees were typically hired in their teens, sometimes in their early teens, as discussed in an earlier chapter. The employer provided food, clothing, education, and a place to sleep in the employer's household. This paternalistic relationship probably encouraged employers to treat a repentant employee as the proverbial prodigal son. However, many sons have been disowned for actions much less serious than those described above.

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

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

This combination of labor shortage, the importance of skilled labor, and a paternalistic system made the position of skilled workers relatively strong. What choices did the skilled worker have, however, if the employer who trained him refused to re-hire him? Why did former employees continue to apologize and apply for reconciliation?

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

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

Skilled labor and competition

A key aspect of labor–management relations during the Tokugawa period was the issue of skilled labor and technical skills. For Tokugawa employers, the skills of the workers trained by their employers were the embodiment of their production technology. Therefore, the right to exploit those skills belonged to the employers for as long as the worker was employed by that business. Even after the worker left his employer’s main household, as a semi-independent *bekke*, or a troublesome worker, the employer who trained him tried to guarantee that these skills would not be used in competition against him in the local market.

Why did business competition depend so much on production technology and the control of skilled labor? The answer is that product quality and distinctiveness were the most dependable variables in the equation for market success, and these relied heavily upon technical production skills and skilled labor.

The Tokugawa economy suffered serious blows during the Tempō era (1830–43) from famine and social turmoil and many businesses took steps to economize in their struggle to survive the crisis. Yasuoka’s findings regarding the efforts of the Mitsui lineage to economize its investment in the lineage labor force and the results in worker illness and death was noted in a previous chapter.⁴¹

The Mitamura family tried economizing on its production process by doing fewer washes and rinses. This effort backfired, because it lowered the quality of the paper they produced and they could no longer compete with other local manufacturers on the basis of quality. At the same time, a rise in shipping costs made Mitamura paper more expensive on the urban markets. When their paper quality was good, or better than other manufacturers, the higher shipping costs and the higher market price were not major problems, because consumers would buy the paper for its quality. When this quality went down, then consumers had no reason to choose Mitamura paper over other cheaper papers.⁴²

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

of the competitiveness of its product in the local market and in comparison with the other manufacturers in the region.

Production technology and skilled labor became less important when the product was sold in distant markets, because transportation costs became an important factor. Therefore, manufacturers were less concerned with skilled workers who went to other regions. The main concern, under the circumstances, was to prevent the skills from leaking to other local manufacturers who competed with the employer in the local market, because other factors, such as the quality and variety of their raw materials, were equal. At the same time, this lack of concern about skilled workers who migrated to other regions allowed for the spread of skills and the diffusion of manufacturing to regions that previously had no industry. In this fashion, the manufacture of silk textiles, which had been a virtual monopoly of the weavers in the Nishijin district of Kyoto, spread to the mountainous regions of northeastern Japan and other areas.

This balance between capital investment, skilled labor and transportation cost operated throughout the Tokugawa economic continuum. In the brewing industry, the technology factor, however, was less to do with the skill of the workers, and more the particular recipe of the brewery. Skill was a factor, however, as differences in timing during the brewing process could change the taste and quality of the final product.⁴³ Here again, even though most of the brewery workers were unskilled or semi-skilled, the brewery needed to maintain experienced, skilled people in each of the five key positions in the brewery. The use of casual labor in this industry, sometimes even for the skilled positions, meant that this expertise also easily spread to other regions. Nineteenth century Japan saw an increase in local breweries, similar to the Sugiyama brewery in Kawachi province.

In summary, relations between labor and management during the Tokugawa period developed from the interaction of three factors: the paternalistic corporate system based upon the stem family; the need to control the skills of skilled workers; and labor shortage. These three factors interacted so that contract provisions designed to protect the employers were balanced by labor practices that favored the workers. Conflict was managed and resolved by the guarantors to the contracts. These guarantors had the responsibility for smoothing problems between employer and employee, as well providing surety that the employee would fulfill his contract. The judicial system of courts was the final recourse in case problems could not be resolved, but this option does not seem to have been used often. There is no sign in the documents that guilds or trade associations played any explicit role in conflict resolution. They may have played an implicit role, by preventing the erring worker from doing business in the local community, but the skilled worker could easily escape any penalties of this type by moving to another community or region.

8 Labor in early modern Japan and beyond

Industrial expansion affected nearly every aspect of the Tokugawa socio-economy at nearly every level of society. The effects of industrial expansion and capitalism appeared in national and local government policies and in regional demographic changes. These effects included the emergence of commercial, craft and industrial enterprises of varying size and structure, as well as their competition for both full-time contract labor and part-time casual labor. The use of farmers as casual labor created further opportunities for agricultural wage labor and capitalism in agriculture.

The training workers gained from contract labor contributed to the spread of literacy, and the seasonal migration of casual labor led to the diffusion of education, manufacturing skills and general information. These developments, in turn, contributed to the expansion of rural industry, as rural communities invested their capital in manufacturing, transport and commerce. They also created greater opportunities for social mobility, as young men of peasant origin held management positions in commercial enterprises, or became skilled craftsmen and entrepreneurs. The differences between the socio-political “classes” of artisan, merchant and peasant also became blurred, as individuals who participated in, or passed through, multiple roles increased. These conditions also contributed to the development of a national awareness, as information regarding international events such as the negotiations between the United States of America, as represented by Commodore Perry, and the central Government of Japan reached even “isolated” rural communities.¹

In many ways, labor and business in early modern Japan show some similarities with Western development in the same period, the eighteenth and nineteenth centuries. These points of similarity are not those usually emphasized by the theories of industrialization and economic development. Nevertheless, labor and business practices that developed in Japan during the early modern period were an important influence upon later developments and attitudes and this influence continues today.

Labor in Tokugawa society

The core of this study is the analysis of contracts and other labor-related documents from twenty-three businesses in Kyoto and other areas of central Japan. The documents come from a broad range of both commercial and manufacturing

enterprises, urban and rural, in various industries and crafts. The documents span the years from the latter part of the seventeenth century towards the end of the early Tokugawa period, to the second half of the nineteenth century and the first years of the Meiji era after the Meiji Restoration of 1868. Although there were changes and developments during this time, the overall system that developed in the late seventeenth century remained surprisingly stable. This system provided a coherent framework that lasted well past the two hundred years covered by the data sample.

Basic differences in the organization of these businesses and their labor practices were expected from this study, as well as differences between industries and regions. It also expected to find that factory manufacture developed toward the end of the period. Instead, the various structures of business and manufacturing developed simultaneously, with little connection to the expectations of progressive theories. Moreover, the stem family formed a consistent, basic, flexible framework for businesses of all kinds and sizes throughout the region and the period.

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

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

The stem family provided the framework for the organization and training of corporate management. This family structure was common throughout society and formed the framework for all business forms found along the continuum, regardless of whether a business participated in proto-industry or was a vertically

integrated business using factory production. Skilled workers and management workers became members of the employer's household and the stem family was synonymous with the business. They usually entered the household as apprentices, were trained by the employer's wife and older workers, and remained by contract until they achieved *bekke* status. As *bekke*, they moved out and lived independently and they received the capital to establish independent or semi-independent businesses. If semi-independent, their businesses acted as branches that expanded the stem business of the employer and they had the advantage of using the business connections already established by the employer.

The contract workers included kin, related to the employer and members of his household and business, as well as the children of close acquaintances, but such workers probably did not have – or need – written contracts. Moreover, business expansion meant that employers needed to look outside of this limited group for their workers. The legal problems of the seventeenth century that led to the use of written contracts were partly the result of employers accepting strangers as members of their households that also acted as businesses. Moreover, these strangers could potentially inherit headship of the family and business.

Analysis of hiring patterns for the more than three hundred contracts from twenty-three businesses in the data revealed two distinctive hiring patterns. Urban employers based in Kyoto tended to hire equally both workers from Kyoto and workers from other provinces. The workers from outside of Kyoto did not generally come from any single province or region. Employers based in rural areas, however, tended to hire workers from the same province as the employer. Nevertheless, there is ample evidence that these workers also probably did not know the employer personally. The rural–urban divide in hiring patterns was often the result of political policies, as rural employers were subject to stronger pressure from local political authorities regarding hiring practices than urban employers were.

The labor contract was literally a letter of guarantee from the worker, the head of his home household, and one or more guarantors. The contract began by identifying the worker and stating the technical terms of the contract: beginning date, period and wage. The contract then guaranteed that the worker was registered with a Buddhist temple and would obey both public law and the private rules of the employer's household, family or lineage. Finally, the guarantee offered the surety that the guarantor would settle any problems the worker might cause, particularly through running away and stealing. The temple registration system was organized by household. The guarantee of temple registration, therefore, together with the signatures at the end of the contract letter, suggests that the contract was usually an agreement between two households, most often between the heads of two stem family households. The worker thus left his birth or adoptive family for the employer's household.

Contract labor provided a way for the stem family to rotate collateral members out of the birth household. Once the worker was employed, he became a member of the employer's household, but could be called back to the birth household if necessary. More affluent families, such as the stem family businesses of employers, also adapted the stem family structure to the needs of business expansion.

Collateral members and contract employees that reached a certain level in the management hierarchy could be rotated out to establish independent businesses, or they might establish semi-independent branch businesses that remained under the capital umbrella of the main household of the business. Stem family and lineage businesses used this strategy to form vertically integrated businesses with multiple interests and multiple branches, with factories and retail shops, as mentioned above. Such businesses sometimes found it practical to disinherit incapable heirs, perhaps sending them to work outside their own management structure, while adopting capable heirs from outside the stem family or lineage. Similarly, when the head of a business had no heir, he (or his family) adopted an heir from either within or without the family or lineage, to ensure its survival.

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

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

Contracts were apparently not necessary for personal acquaintances, because they acted as a surety of trust. Contract data is rarely available for regions where all workers were hired from within the local village network, unless a debt transaction was part of the contract as with pawn service. When all labor came from within the local village network, many of the households in several nearby villages participated in some industry and were members of a local trade association. These households presumably were familiar with each other and everyone in their local communities, so employers required no further surety for local workers beyond the fact of their local birth.

The stem family framework of Tokugawa business provided the framework for paternalistic labor conditions and labor-management relations. Employers typically provided food and lodgings to all employees, whether contract or casual. Contract employees also received clothing, medical care and training. The skills they learned and the training they received from their employer's household were thought to belong to the employer. Control of this technological skill and skilled

labor became one of the major concerns of Tokugawa businesses. Because employers provided these basic amenities to their employees, servants were an important part of the business, although they did not become members of the business in the same way that the skilled workers did, unless they also became skilled workers.

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

The population of central Japan stagnated during the eighteenth century. By “stagnation”, I mean that the region as a whole showed little population growth. Closer examination has shown relatively high rural fertility, balanced by relatively high urban mortality. As a result, the rural population tended to drain into urban areas, as the surplus population of rural villagers migrated to replace the labor lost to urban mortality. Thus urban population was maintained by rural–urban migration and rural population loss. This phenomenon was particularly evident in the population of regions that participated in local commerce and industry by using and supplying labor. At the same time, commerce and industry grew, encouraged by national policies that were designed to maintain control over the economy and bring prices down, and which required increasing supplies of labor.

The increase in commercial and industrial labor opportunities, together with a stable or stagnant population, meant that regions began to compete for labor. National and local governments feared agricultural labor shortage, as farmers migrated to lucrative positions in commerce and industry. The situation was further aggravated by population loss from epidemics and agricultural loss from famine and flood. Some regions tried to prohibit or suppress labor out-migration. The domains in central Japan that followed this policy were generally unsuccessful and even those that were successful found that success proved to be more troublesome. Many domains abandoned this policy in the late eighteenth century. Thus the eighteenth century can be characterized as a period when new legal and political support for economic expansion and change developed in response to protest and other pressures.

Labor migration and paternalistic labor management under the stem family framework contributed to these demographic problems. Labor conditions and practices provided a favorable environment for epidemic diseases and their spread. Contract labor practices also delayed the age of marriage for urban male workers and men in regions supplying labor to the commercial and proto-industrial system. The competition for labor between agriculture and industry led to increased capitalization of agricultural labor to replace farmers who migrated for temporary work in industry. Eventually, domain lords began to encourage rural

manufacturing as a way to retain the agricultural population in the domain and keep workers relatively near to their fields.

In the late eighteenth and early nineteenth centuries, domains that had successfully suppressed labor out-migration and remained apart from the commercial and industrial network of the larger region found themselves burdened with an impoverished surplus population and heavy debts of their own. Some of these domains reversed their policies and encouraged local industry and labor out-migration. Nineteenth century Japan also suffered from a mortality crisis, with population loss. The opening of the treaty ports to international trade in the 1850s also increased commercial and industrial development and aggravated the tight labor market.² At this time, labor shortage apparently affected skilled labor, as well. Employers were willing to forgive serious contract breaches and embezzling to retain control of their skilled labor force.

The system that developed during the early half of the Tokugawa period was remarkably stable. Yet there were important changes that are not apparent in the contracts and other documents. Manufacturing was diffuse from the beginning, as entrepreneurs set up businesses in rural villages and urban communities, as well as businesses that spanned many communities of both types. However, many more rural entrepreneurs invested in manufacturing and brewing in the nineteenth century. This was the result of several trends. Many domains loosened or changed their policies toward industrial development in the late eighteenth and early nineteenth centuries as a way to stabilize the local economy and encourage the agricultural labor force to remain in the domain and, of course, increase the tax income of the domain lord. This concern with the agricultural labor force and the change in policy also encouraged entrepreneurs to use more casual labor. The rural entrepreneurs could make use of the skills of villagers who had migrated to work for urban employers and returned with new skills. These trends become apparent in analyses of village population registers in both central and northeastern Japan. They are also apparent in the urbanization of many rural villages that upgraded to rural towns in the early decades of the nineteenth century.³

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

The labor of older children could also serve as collateral for monetary loans. The paternalistic labor system guaranteed that these children received food, clothing, lodging, basic education, vocational training and medical care during their service, thus removing these burdens from the birth family. Under these conditions, I find infanticide, suggested by the Eng-Smith hypothesis, to be an

unreasonable explanation for the population stagnation of central Japan.⁴ Instead, labor migration, delayed age of marriage, and infant and urban mortality from epidemic disease are much more likely explanations, as discussed above.

The numerous opportunities for wage labor and extra income meant, of course, a money economy and income for farming families. Under these conditions, and especially from the mid-eighteenth century, when the shortage of agricultural labor became a major political concern addressed by both local and national government policies, I find it difficult to believe that farmers in central Japan were forced off the land they held by impoverished economic conditions. Farms may have been abandoned due to famine, flood, epidemic disease, or other natural disaster, but probably not because political or economic authorities pushed farmers off the land with high taxes and high rents. Instead, these authorities were devising strategies to persuade farmers to remain on their farms.⁵ Moreover, farmers were more likely to send collateral family members into service, to supplement family income from the outside, or to enter into service themselves, than to abandon their farms from economic hardship.

Indeed, analysis of the population registers for very poor villages in northeastern Japan, where economic conditions were harsh, reveals that domain and local authorities tried to do everything to retain the farmers on the land, including excusing them from taxes in years of poor harvest. The demographic problems in that region included low fertility and population decline. Migration outside the domain, which was illegal, did not become a part of the demographic system until after the economy began to improve and villagers became aware of opportunities outside the domain. This aspect makes the demographic system quite different from that of central Japan.⁶

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

Labor migration also meant a flow of information between villages, towns, cities, and provinces, as migrating workers carried news and gossip wherever they went. The education and training workers received as contract laborers also contributed to the spread of literacy, which, in turn, enhanced the flow of information by letters, as workers maintained contact with their birth families and friends who migrated to other areas for work. Large stem family and lineage businesses also added to this flow, by maintaining contact between their various branches and business associates. Thus labor migration became a source of news of events across the country, depending upon where workers found employment, the scope of the businesses of their employers, and the people they met.

Labor migration and the accompanying flow of information provides one explanation why Irokawa Daikichi discovered that “isolated” rural villagers north of Edo read the treatises and knew of the rebellions and actions of Ōshio Heihachirō, in Osaka, and Yoshida Shōin and Takasugi Shinsaku in southwestern Japan. Labor migration also provides one way in which these villagers could know the details of the treaty between the United States of America and Japan negotiated by Perry and the central Government.⁷ Moreover, this flow of information and increased national awareness suggests the growth of a national identity, as people recognized that events across the country could affect them and their neighbors. Economic and social ties expanded this sense of belonging, as villagers or provincials and their kin worked for and joined stem family businesses with national economic ties. The guarantor system also contributed to this sense, as migrants relied on provincial ties to find guarantors and introductions for employment.

The Tokugawa rural socio-economy, as affected by industrial development and labor migration, shaped other later developments as well. Rural entrepreneurs were often important members of rural communities. The heads of the Sugiyama family, for example, served as members of the Tondabayashi town council, and the head of the Terao family was also the village headman. These rural elite rented their farmland to tenants and invested their capital in industry. Local farmers, and their own tenants, often borrowed money from these landowner-entrepreneurs, and could work off the debt in the local factory, or by sending a family member to work in the household business. Furthermore, their industrial investment created wage labor opportunities for the local community.

The Tokugawa legacy

After the Meiji Restoration of 1868, Japan went through a period of sweeping political and institutional change. Foreign technology had already begun to enter Japan at an accelerated rate, with the opening of the treaty ports in the 1850s. However, the Meiji Government was actively and aggressively interested in modernization, in ways that the Tokugawa Government was not. The Tokugawa Government and many of the domains were close to bankruptcy by the nineteenth century. Since rice tax was the main source of their income, they were most concerned with strategies to maximize this income. Many domains took advantage of commercial and industrial development to gain income in other ways, but the central government could not easily use this option. One of the main concerns of the Meiji Government, however, was to build up the country to protect it from threat from outside and particularly to have the unequal treaties with Western powers revised. A strong army, as well as a rich nation symbolized by an industrialized “modern” economy, was therefore a priority for the Meiji Government, in ways that were difficult for the Tokugawa Government after 250 years of peace.⁸

During the Meiji period, rural entrepreneurs invested in banking and railroads. They also contributed funds for building local schools and scholarships for bright village youths. After the turn of the century, however, changes in the tax system

made it cheaper for these rural elite to live in the city and become absentee owners, which upset the balance of the former structure.⁹ Nevertheless, the rural elite promoted the modernization policies of the Meiji Government and played an important role in the formation of twentieth century Japan. The co-dependent relationship these families had within the local community as local manufacturers, employers and the local monetary resource grew out of Tokugawa industrialization, which centered on these rural entrepreneurs.

The stem family structure has origins much earlier in Japanese history than the Tokugawa period. However, it was only during this period that the stem family became common to all levels of society throughout Japan.¹⁰ I have discussed elsewhere in this study how the social and legal system of villages, domains and the central government encouraged and assumed the continuity of a stem family structure.¹¹ I have also discussed survival strategies developed by the stem family and stem family businesses during the Tokugawa period. Many of these strategies, particularly those that relate rural stem families to outside labor opportunities, have continued to be a characteristic of rural stem families in Japan until recent times.

Ezra Vogel found in his study of rural Tokyo, 1958–60, for example, that the “Japanese kinship system adapted relatively easily to modernization and its continued strength helped to make the transition a relatively smooth process.”¹² He observed that collateral family members were either adopted out or began independent branch lineages, and stem family control of children entering the labor market relied on personal connections for arranging employment when possible. These practices are reminiscent of Tokugawa practices and expectations.¹³ In a footnote, Vogel notes that this reliance upon personal ties is limited to skilled positions in the middle class, not blue-collar factory positions. This brings me to the legacy the Tokugawa social economy left for business organization and practice.

In spite of the sweeping political, social and institutional changes of the Meiji period, the structure of labor and business did not change rapidly. Skilled workers continued to gain their training primarily through apprenticeship until the early twentieth century, and apprenticeship continued and continues to be important in the traditional sector of the Japanese economy. The traditional sector continued to be the mainstay of the economy until the 1920s, when the “modern” industrialized sector began to surpass the traditional sector in importance.¹⁴ Even now, the traditional sector, although a minor part of the economy as a whole, continues the structure of labor and business that developed during the Tokugawa period, with some adjustments to more modern practice.¹⁵ However, the influences of the Tokugawa structures of labor, business and labor relations on the practices of modern Japan are not limited to this traditional sector.

The non-contract casual laborers of the Tokugawa period easily became the factory workers of the Meiji period. However, mechanization in heavy industry meant that more skilled and semi-skilled workers were required on the factory floor. This need for skilled workers caused several common practices to be regarded as problems, and elicited various responses by employers in an attempt to

control skilled labor. One problem was worker turnover. These factory workers, like the casual laborers of Tokugawa manufactories, tended to work on a “here today, gone tomorrow” basis. Moreover, their wages were based upon their skill levels and experience, so workers preferred to wander from factory to factory to gain a broad range of skills.¹⁶ In addition, the labor shortage problems of the Tokugawa period were exacerbated by the increased labor needs of the mechanizing economy. This gave workers a huge advantage in the labor market and in labor–management relations until the 1890s, when employers began to develop new strategies and adapt old strategies to deal with the problem.¹⁷ Industrial capitalists in England during the early period of the Industrial Revolution also had a problem with labor shortage. However, the strategies deployed by Japanese employers to deal with the problem tended to differ from the strategies of the English capitalists.

When Tokugawa employers such as Matsuya needed skilled workers for their production processes, they used two main strategies, as revealed by the data. First, they hired skilled workers on long-term or open-ended contracts, trying to tie the workers to the employer’s business. Second, they trained their own workers, who were expected to stay with the employer as members of his household and business. Employers went to great lengths to retain skilled workers with their business, and required promises from the workers not to use or sell their skills to any of the local competition. These strategies reflected the viewpoint that the skills of the workers belonged to the employer.

Later, businesses in the heavy industries used similar strategies. They tried various means to keep skilled workers tied to the company. One such strategy was life employment and seniority wage increases. Another was to form direct ties with the skilled worker, instead of through his employment agent.¹⁸ Companies also set up training programs and company schools.¹⁹ These companies believed that skilled workers were indispensable and used an ideology of paternalism to keep them with the company. The Shibaura shipyards, for example, emphasized that their workers were part of the Shibaura family and were guaranteed jobs with and support from the company, as members of the family.²⁰ These attitudes and strategies were direct descendants of the paternalism of stem family businesses during the Tokugawa period, in which contract employees were considered members of the employer’s family, as well as the business, and received support from the employer in all basic amenities, including medical services.²¹

The Shibaura shipyards and other companies in heavy industry built their companies from scratch during the Meiji era, and the strategies they used continue to influence industrial relations and employment practices in Japanese industry. The stem family and lineage businesses of the Tokugawa period provided a paradigm for factory production and factory workers and a paradigm for business management. Without this paradigm to form a basic framework that could then be adapted to new conditions and new industries, Japan would have had a much greater task when it set out to mechanize and compete with Western economies. Without this paradigm, the innovators of the Meiji period would have had very little to work with.

The Tokugawa economic continuum was inherited by Meiji and twentieth century Japan. It has, of course, undergone some changes, as larger businesses became owned by stem families, rather than managed as stem families. The continuum has naturally expanded and adapted to new forms. However, many older forms remain part of the continuum. The Nishijin silk industry of Kyoto, for example, retains its proto-industrial organization, even though parts of the manufacturing process have been mechanized. After mechanization in the late nineteenth century, the Nishijin industry decided to focus upon the production of luxury textiles, hand-woven by skilled craftsmen. Indeed, mechanization was a factor in causing an industry organized around small factory and centralized workshop production to move toward cottage industry rather than mass production. Even the recent introduction of computer technology has not reversed this trend.²²

Guarantors and the apprentice system also have not disappeared. Several years ago, my husband became the guarantor for a young man who apprenticed to a confectionery business in Kyoto. The young man is the cousin of an acquaintance, and we know the owners of the confectionery business through other acquaintances. In other words, we formed one link in a chain of guarantors and introductions. We also became regular patrons of the confectionery. The young man entered the company for a ten-year training period upon his graduation from high school. During his ten-year training period, he lived in his employer's household, worked in the factory making confections, and eventually learned and managed every aspect of the business, from overseeing the retail shops to dealing with suppliers. Apparently, many of the business practices, attitudes and structures of labor that developed during the Tokugawa period continue to be relevant in modern Japan today.

Concluding remarks

The historiography of Tokugawa economic and social history has followed two interpretations. These two interpretations fall roughly into the categories "feudal" and "proto-industrial". I have offered an economic continuum as a third model of the Tokugawa economy. I also prefer to call the Tokugawa social economy "early modern". The urbanization caused by generally removing all but the peasant class from rural villages created markets and a need for production to supply them. Eighty percent of the population was supposedly agricultural. However, the scale of craft and industrial production needed to supply the urban markets of the major cities, and the business and production structures and practices that developed to fill this need, are signs of a major change in society and in the economy. Moreover, much of this "agricultural" population was involved in non-agricultural production and this production grew during the course of the Tokugawa period.²³ Japan entered the Tokugawa period with relatively small-scale craft production, but left the Tokugawa period with large businesses, major rural entrepreneurs, developing industries using casual labor organized in a factory style of production and the beginnings of mechanization. The developments of the Meiji period, leading to the mechanization of the Industrial Revolution and the modern economy, combined

an intensification and acceleration of trends that began during the Tokugawa period.

The Tokugawa economic continuum described in this study suggests that the organization of labor depended upon a number of aspects of the manufacture and sale of a product. The important aspects were the nature of the product, the skill needs of the manufacturing process, the availability of skilled and unskilled labor and the need to control skilled labor. This continuum is not progressive. Factory production and integrated businesses with a bureaucratic management hierarchy developed according to the needs of the market, the traditional family structure and labor supply, rather than mechanization and technological change. The organization of labor is, after all, a social structure, not a technological one. I expect that technological change affected labor organization through the above factors, in particular the skill needs of the manufacturing process and the need to control skilled labor.

Although I have described the Tokugawa economy as a continuum of economic forms, the family structure was an important framework for that continuum. Terms such as “feudalism”, “capitalism”, or “proto-industrialization” assume a universal progression of historical change that does not fit the reality of Tokugawa society. The family structure, however, was the basic social and economic structure during the Tokugawa period and played a major role in determining Japan’s path for commercialization and early industrialization. Yet the stem family was, by and large, shaped by the political and legal constraints of the Tokugawa system of tax and landholding. The economic policies of political authorities also constrained the labor market and the general operation of the economy. When this system changed in the late nineteenth century under the Meiji Government, the family structure also changed, despite government efforts to reinforce it, with the exception of the stem family business framework.²⁴ The structural interaction between family and enterprise may be a more productive direction for research, set in the early period of commercialization and industrialization, and provide a reasonable basis for direct comparison. Moreover, the interaction between the family, demographic, economic, political and legal systems may be a more fruitful way to understand and explain social and historical change, rather than the simple characterizations based upon European development used in the past. This area will require much further research.

Northeastern and southwestern Japan had demographic patterns quite different from central Japan during the Tokugawa period. Although the interaction between family, demography, political policy and the economy is under investigation, more work needs to be done. Regional differences in climate, as well as in the economic policies of political authorities and the ease or difficulty of migration, all have an effect upon economic development. The family system and inheritance customs also vary in southwestern Japan from other regions. We need to consider whether this difference is reflected in business structure and labor practice.

Many more industries flourished during the Tokugawa period than I have addressed in this study: ink, ceramics, tobacco, lacquerware and publishing represent just a few of these industries. The volume of documents and published

materials suggests that some of these industries must have been quite large and they require more investigation. Were they all organized as small household businesses, cottage industries and agricultural by-employment, or did they expand according to the various patterns found in the data for this study? Furthermore, industries such as paper, ink, salt, brewing and others have roots in Japan much older than the early modern period. The organization of labor in these industries before the Tokugawa period needs investigation, if data can be found.

This study re-examines the economy of central Japan during the Tokugawa period through the social structures of labor. The results have led to conclusions rather different from previous interpretations of Japan during this period. This picture of Tokugawa Japan is quite different from those based upon the political or cultural data, or from those that take a progressive view of history. However, there are many more questions about Japan during the Tokugawa period that need to be addressed in the future, concerning Western theory and historical change.

Appendix A

Data sources

Approximately half of the data sample comes from commercial and manufacturing enterprises in Kyoto. This data is available to the public at the Kyoto City Library of Historical Documents (Kyōto Shiritsu Rekishi Shiryōkan). Most of this data is stored as microfilm copies of the original documents and can be photocopied. The Matsuya document collection at the Kyōto Furitsu Shiryōkan (Kyoto Prefecture Archival Library) consists of the original documents. Modern Kyoto prefecture now includes the former provinces of Tamba and Yamashiro and documents from villages in these provinces are also part of the Kyoto collections as microfilm copies.

The Mitamura document collection is available at the Imadatechō Rekishi Minzoku Shiryōkan (Historical and Folk Archival Library). The contracts in this collection are microfilm copies; the miscellaneous documents are the original documents. The documents in my sample from the Sugiyama, Konishi and Maruo document collections are all original documents. Kyoto University Museum stores the Sugiyama collection. The Konishi collection happened to be on loan to Itami Shiritsu Hakubutsukan (Itami Municipal Museum) for microfilming and cataloguing when I contacted the museum in search of documents and these documents remain available through the museum. A portion of the Maruo document collection is available on microfilm at Tatsuno-shi Shi Hensan Sho (Tatsuno Municipal Office for Compiling the History of Tatsuno City), but the documents in my data sample are originals from the private collection of the Maruo family. These documents are available only through introduction and private request to Mrs. Mitsu Maruo.

Finally, the data sample includes some documents from published collections. The published collection of Hakutsuru documents is the source for a group of miscellaneous labor documents. *Okamoto son shi* (The history of Okamoto Village) and *Matsuzaka-shi shi* (The history of Matsuzaka City) also include collections of published originals used for background research. These published originals all have the advantage of being already deciphered and therefore easy to read and use. Published document collections, however, have the disadvantage of containing only those documents the compiler thought were interesting and

worthwhile publishing. Frequently, such documents reflect unusual cases rather than common practice. For this reason, documents from unpublished sources form the core of the data sample for this study.

This study includes many partial and full document translations from the data set. The classical Japanese used in these documents has no punctuation. Therefore, any punctuation used in the translated text has been added for clarity. However, the original documents are divided into paragraph-like sections and these divisions have been retained in the translations.

Most documents have a date according to the era year and lunar calendar. The era years have been adjusted to the Western calendar. For example, *Tempō* two is approximately equivalent to 1831. However, the months and days remain according to the original calendar, because there is no benefit for this study to adjusting the first month of a lunar year to January or February of a solar calendar. Hence, when a document contains the date “*Tempō* two month three day five”, I refer to the date as 3/5/1831. Eras, however, had no predetermined length and could change at any time. Documents, particularly contracts, specifying a span of years frequently used the twelve-year cycle: rat, ox, tiger, hare, dragon, snake, horse, ram, monkey, cock, dog and boar, to specify a year rather than the era system. Thus *Tempō* two was also the year of the hare. This method of referring to a year was frequently used in the text of contracts and other documents and I have retained this designation in the translation of document texts for reasons of accuracy.

A very few documents do not use the era year for the date, but combine the above twelve-year cycle with a ten-year cycle, which creates a combined long cycle that repeats every sixty years. In such cases, the year specified is only an educated guess, according to the range of years other documents in the collection cover.

List of source enterprises

<i>Collection Name</i>	<i>Enterprise Name</i>	<i>Business Type</i>	<i>Business Location</i>
Akutagawa	Zaimokuya	Silk merchants	Kyoto
Endō	Hiranoya	Textile merchants	Kyoto
Fukui	Masuya	Measures, carpenter	Kyoto
Hakutsuru	Zaimokuya	Sake brewers	Kobe
Hirai	Nagasakiya	Pharmaceuticals	Kyoto
Hirosawa	Nimonjiya	Soy sauce merchant	Kyoto
Hirota		Carpenter	Tamba
Kimura	Izutsuya, Sasaya	Silk manufacturers	Kyoto
Konishi	Konishiya	Sake brewers	Itami
Kumagai	Kōguya	Incense, paper, ink	Kyoto
Maruo	Maruoya	Soy sauce and sake brewers	Tatsuno
Matsuya	Matsuya	Safflower dyes	Kyoto
Mitamura		Paper manufacture	Imadatechō

<i>Collection Name</i>	<i>Enterprise Name</i>	<i>Business Type</i>	<i>Business Location</i>
Mizutani	Kawachiya	Vegetable oil	Kyoto
Nakaji	Hishiya	Imports	Kyoto
Nishimura	Zōgeya	Lacquerware	Kyoto
Noguchi	Kanaya	Dyes and textiles	Kyoto
Okita	Izumiya	Safflower dyes	Kyoto
Sugiyama	Wataya	Sake brewer	Tondabayashi
Tanaka Kichibei	Ōmiya	Carpenter	Kyoto
Tanaka Yoshimitsu	Beniya	Textile merchant	Kyoto
Terao	Hishiya	Malt and yeast	Senshōji
Toyota	Iyoya	Fish broker	Kyoto

The data come from a total of twenty-three enterprises. The labor documents of three enterprises address the employer by his surname, rather than by a business name. The collection includes four brewers, with six enterprises related to the industry; five textile merchants and brokers, with two additional businesses producing dyes; two carpenters, with an additional measures shop in the carpenter's guild; one paper manufacturer and six shops producing and selling a variety of products.

Appendix B

Translations of selected documents

The translated documents presented here supplement the various excerpts in the chapters above. To that end, I begin with several labor contracts in standard and non-standard variations, followed by miscellaneous documents. I have added punctuation as seems appropriate to the flow of the text and I take full responsibility for translation and punctuation.

Labor contracts

The translations of contracts from a variety of employers are presented here to show the range of contract variations. The contracts were chosen from the following collections: Matsuya, Kumagai, Tanaka Kichibei, Mitamura, Maruo, Noguchi, Endō, Sugiyama, Okita, Akutagawa and Konishi. Descriptions of the business represented by each of these collections can be found in Appendix A.

Guarantee of Service¹

Item. We certify that we send this person called Kisuke to work for a half period from this [year of the] horse [1858] ninth month. We have known this person for a long time so we stand as his guarantors. His religious affiliation is traditionally a member of a Jōdo Shinshū [Pure Land Buddhism] sect [*monto shū*] and we have his temple registration certificate.²

Item. He will strictly obey your house customs not to mention government prohibitions.

Item. If this person should run away or take something during his contract period we will certainly find him and parent and guarantor together will settle things so you will not suffer even the slightest trouble. If he should become ill you will care for him for three to five days, but if the illness should last longer, we will retrieve him. If he should happen to die suddenly we will retrieve him immediately so you will suffer no inconvenience. Whatever trouble should occur in addition to the above, we will immediately do as much as necessary to settle the problem and apologize so you will not receive any trouble. If you find his work agreeable you may use this certificate for as many periods as you like

and we will guarantee him according to the written terms. This is a certificate of guarantee of an employee to be used henceforth.

Ansei 5, Year of the Horse, Ninth month [1858]

Chiekōin Monzeki Takabatakechō

Guarantor Ōmiya Tetsugorō [seal]

Ōsaka Shimanouchi Nagahori 10 chōme

Younger brother of Karamatsuya Yashichi

Employee Kisuke

[to] Matsuya Den'uemon

Guarantee of Service³

Item. This person called Hanjirō is sent to work for you from the year of the horse [1714] for ten years. This person was born at Kyoto Takakura Shijō Sagaru Chō as the son of Matsuya Ihei and we have long known his family so we stand as his guarantors. This person is not a member of the prohibited Christian religion, not a ruffian and not a masterless warrior.⁴ He will strictly obey government laws. Whatever problems this person should cause, we will report him to the authorities and not cause you the slightest trouble.

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

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

Shotoku 4, Year of the Horse, Ninth month [1714]

Guarantor Ishidaya Kichibei [seal]

Matsuya Ihei [seal]

Employee Hanjirō [seal]

[to] Kōguya Hisa'uemon dono

Guarantee of Service⁵

Item. This person called Kensaburō was born the son of Gouemon, resident of Ōmi Ikō-gun Kimiden village. As we have known his family for generations we certify that we will send him to work for you and will stand as his guarantors from [year of the] cock third month to the coming year of the ram for an average period of ten years. His religious affiliation has traditionally been with the Higashi Honganji sect [Pure Land Buddhism *Jōdo Shinshū*] and we certainly have his temple registration.

Item. Whatever troubles this person should cause or if he should steal or abscond we will immediately find him and definitely apologize so that he will

cause no difficulties for you whatsoever. Furthermore, if this person should be fired for insolence during his contracted period, then we will certainly settle up his room and board fees on top of which he shall not be allowed to go into business for himself [in the same profession]. Furthermore, you may continue to use him with this same contract beyond the period of the contract and we will continue to stand as his guarantors. This is a guarantee of service to be used henceforth as written herein.

Kyōhō 2, Year of the Cock, Third month, Lucky [1717]

Higashi Rokujō
 Guarantor Umesuke [seal]
 Same son Seibei [seal]
 Worker Kensaburō

[to] Ōmiya Kichibei

Guarantee of Service⁶

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

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

Bunka 10, Year of the Cock, Eleventh month [1813]

Kyōkichi village
 Guarantor Saburōzaemon [seal]
 Same village
 Parent Tarōbei [seal]
 Worker Tasaburō [seal]

[to] Seiueemon

Guarantee of Service⁷

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

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

Item. His religious affiliation is Jōdo Shinshū [Pure Land Buddhism] and he is registered at Fujiwara village Jōkyōji temple. We will send his registration to a different temple as necessary.

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

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

Enkyō 4, Year of the Hare, Twelfth month, Fifth day [1747]

Shimo Shingu village, employee Chōbei [seal]

Guarantor Shinguya Tahei [seal]

Shimo Shingu village elder Ihei [seal]

Same village headman Jirōuemon

[to] Maruo Magouemon

Guarantee of Service⁸

Item. We aver that this Shige is sent to serve you for ten years from this year of the monkey to the coming year of the ram. She was born in Minō Ōtsu gun Shimohata village as the daughter of Kisanji and we have known her family for generations so we stand as her guarantors. Her religious sect is traditionally Nishi Honganji [Pure Land Buddhism Jōdo Shinshū]. We have her temple registration and she is not a member of the prohibited Christian sect. If she should become one, tell us immediately.

Item. She will not turn her back on government prohibitions. Furthermore, she is not a warrior, a masterless warrior or the daughter of one. If she should cause any trouble whatsoever, not to mention stealing money and running away or absconding, we will be sure that the shop master suffers from no difficulties at all. If at the end of the contract term you like her you may use this contract for however many years you like.

Item. This person is not to take time off or go to work for someone else during the contract period. If this should happen, she will accept whatever you feel is appropriate with not one word of complaint. This is a guarantee of service to be followed as written.

An'ei 5, Year of the Monkey, Third month [1776]

Minō Shimokata village

Guarantor Roku'uemon [seal]

Minō Shimokata village

Parent Kisanji [seal]

Employee Shige

Mr. Kanaya Yasubei

Guarantee of Service⁹

Item. This person called Shinpachi will work for you from the year of the dragon [1832] ninth month. He was born in Wakasa province Kaminaka gun Wakibukuro village the son of farmer Sukedaiyu who we know well so we will stand as his guarantor. His family is traditionally a follower of the Higashi Honganji sect [Pure Land Buddhism Jōdo Shinshū] and his home temple is Hōjūji of the same village without mistake. We will keep his temple registration with us. If he should abscond or cause any problem we will report him to the authorities and apologize so we will not cause any trouble for you. This is a letter of guarantee to be used henceforth.

Tempō 3, Ninth month [1832]

Takakura Gojō agaru chō
 Guarantor Wakasaya Denbei [seal]
 Wakasa, Kaminaka gun, Wakibukuro village
 Parent Farmer Sukedaiyu
 Employee Shinpachi

Hiranoya Yasaburō

Guarantee of Service¹⁰

Item. This person called Shōhachi will work for you from the year of the ram [1823] tenth month to the year of the snake tenth month for ten years. He was born in this area as the son of Hiranoya Ichibei who we know well and so we will stand as his guarantors. His family is traditionally registered at Jōdo [Pure Land] sect Kōrinji temple without mistake and we have his temple registration certificate. Even after his contract period expires, as long as he continues working for you he is not to leave without notice. If he should secretly conduct business on the side, cause you to lose money or profit, use an excessive amount of money, run away with anything or abscond, we the guarantors will certainly investigate your lost items and reimburse you so that you will not suffer from loss. No matter whatever other difficulties he may cause, we will go to the authorities and take care of it so that you will suffer no inconvenience. This is a guarantee certificate to be used henceforth.

Bunsei 6, Year of the Ram, Tenth month [1823]

Guarantor Iketsuya Kahei [seal]
 Parent Hiranoya Ichibei [seal]
 Employee Shōhachi

Mr. Hiranoya Yasaburō

Guarantee of Service¹¹

Item. Kiheiji of Kawachi province Tannan gun Yamahigashi Shinden age twenty-three has been well known to us for a long time so we stand as his guarantors and send him to work for you for a half term from this year of the cock eleventh month until the coming year of the dog seventh month fifteenth day so we certify. His wage is set at 85 *monme*, which we have certainly received without fail. We will not speak of any allowance [money] you may give him.

Kiheiji, his family and friends will not bother you about it. If there are any complaints we will take care of it so he can work for you without interruption.

Item. Kiheiji is registered at Shingon sect Hōsei'in temple of [...] village and we have his registration certificate. We will send it to you if you need it.

Item. He is to work diligently. If he should be of disservice or become ill we will immediately find a replacement according to your direction or return his borrowed wage. Of course, if he should run away with something or abscond we will find and return him and reimburse you for any lost items. As his guarantors we will take care of any difficulties that should arise so that he can work for you without interruption and you will not suffer any problems. We will stand as guarantors with this certificate of guarantee for as long as you employ him. No matter how many years go by, this certificate will not need rewriting so let it stand henceforth.

Hōreki 3, Year of the Cock, Eleventh month, First day [1753]

Yamahigashi Shinden
 Guarantor Genjirō [seal]
 same village
 Guarantor Kohei [seal]
 same village
 Agent Chūshichi [seal]
 Employee Kiheiji [seal]

Mr. Sugiyama Chōzaemon

Guarantee of Service¹²

Item. At this time we certify that we send this person called Nasuke age twenty to work for you for a medium contract from this [year of the] monkey third month to the ninth month. The above person will work diligently at whatever task you give him and will not request time off.

Item. If he should run away with something or abscond we will go to any province necessary to find him and return your lost items. If he should borrow money beyond his decided wage then we will certainly take care to settle the difference.

Item. Whatever trouble this person should cause we will do as much as necessary to settle it and have him apologize according to your directions that you will suffer no difficulty. This is a certificate of guarantee to be used henceforth.

Ansei 7, Year of the Monkey, Third month [1860]

Tatsumiya Kōsuke [seal]
 Employee Nasuke

Mr. Izumiya Ichirōbei

Guarantee of Service¹³

Item. This Kisaburō is the son of Hiranoya Isuke of Nishijin Ainoki Chō, but as both parents are dead I act as his surrogate parent and certify that I send him to work for you at this time for one year.

Item. He is not a member of the religion prohibited by the government nor is he a masterless warrior. However, he will follow your religion while working for you.

Item. He will strictly obey your house customs not to mention the government laws. If he should run away with something, abscond or anything else we will certainly do as much as necessary to apologize and settle the matter that you will not suffer the slightest difficulty. If he should take time off or be fired for failing to meet your expectations, then even if he is offered the chance to work for or be adopted into another house, we will not send him to work anywhere that will be a hindrance to you. This certificate of guarantee is good henceforth as written herein.

Tempo 4, Mizu no to [tenth year in the Chinese cycle of ten], Year of the Snake, Eighth month [1833]

Motoseiganji Senbon Higashi Iru Chō
Surrogate parent Hiranoya Shinzō [seal]

Zaimokuya Hikobei

Contract for Sōsuke of the Ajikawa shop, guarantor Shimonouchi Chō Aboshiya Shōbei and parent Kawachi Daichi village Matsushita Sōin. [Notation on the outside edge.]¹⁴

Guarantee of Service

Item. This person called Sōsuke is well known to us. We here affirm that we stand as guarantors for him and send him to work for you as a *tedai* from this [year of the] dragon ninth month. He will not turn his back on government prohibitions, his religious affiliation has been Higashi Honganji [Jōdo Shinshū, Pure Land Buddhism] and his temple of registration is Kawachi [province] Shibukawa gun Daichi village Entokuji temple. We the guarantors affirm we have his registration papers. Whatever trouble the above Sōsuke should get into we will go as far as necessary and certainly apologize. If you should judge Sōsuke to be unacceptable regarding your business, money or other matters, the guarantors will certainly settle and reimburse you. If he should happen to abscond, we will find him and apologize. He must not set up any private business or do any gambling. His wage is to be paid directly to Sōsuke every year according to the rates and practices of your shop. Of course, he is not to take time off without good reason or to interfere with your business. As long as he works for you we stand as his guarantors with this certificate as written here.

Tenmei 4, Year of the Dragon, Ninth month [1784]

Guarantor Shimanouchi Yanagi Chō
Aboshiya Shōbei [seal]

Parent, Kawachi province Shibukawa gun Daichi village
Matsushita Sōin [seal]

Employee Sōsuke [seal]

Mr. Konishi Shin'uemmon

Miscellaneous Documents

The first four miscellaneous documents presented here come from the Kimura collection and appear to pertain to the trouble they had with their employee Shōshichi. The Kimura lineage business has two shops represented in the documents and they were brokers and merchants in the silk weaving industry of Kyoto.

Notice¹⁵

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

Bunka 7, Year of the Monkey, Third month [1810]

Employee Shōshichi
Elder brother Taheiji [seal]

[to] The Master

Notice¹⁶

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

Bunka 10, Year of the Cock, Second month [1813]

Elder brother, parent
Ogasawara Tamon [seal]

[to] Izutsuya Uhei dono

Notice¹⁷

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

Bunka 13, Year of the Rat, Eighth month [1816]

Elder brother Ogasawara Tahei [seal]
Shōshichi otherwise known as Imadegawaya Ihei [seal]

[to] Izutsuya Uhei

Notice¹⁸

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

Bunka 13, Year of the Rat, leap Eighth month [1816]

Parent Obiya Munesaburō [seal]

Ichijō Shichihonmatsu higashi e iru chō

Guarantor Yanagiya Seibei [seal]

Employee Rihei otherwise known as Gensuke

[to] Sasaya Uhei

The remaining miscellaneous documents come from a variety of collections including the Kimura collection and reveal various issues in the range of labor-management relations.

Agreement¹⁹

Item. Your O-Man has been serving a contract for Yawataya Kahei of Kōzai Chō while at the same time she has contracted with us under the same terms. At this time we ask that she be returned to her parent and not live in Kyoto. After this we have no more to say regarding O-Man. We certainly received 500 *bu* in greeting and compensation. Of course at this time aside from preventing O-Man from living in Kyoto we have no further request from you.

Bunka 2, Ki no to [Second in the cycle of ten years], Year of the Ox, Fifth month, Tenth day [1805]

Kamidachiuri dōri Ryūyakushi Chō

Wakasaya Rihei

Apprentice Zensuke [seal]

Mr. Sasaya Uhei

Notice²⁰

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

Kansei 7, Fifth month [1795]

Hachijūjima Han'ueemon

Korenori [drawn cipher]

[to] Mitamura Seiueemon

Letter of Guarantee²¹

429 *monme* 5 *bu* 3 *ri* of silver

As I am in arrears for the above amount in paper orders, I will work for you from the last month of this year of the ram. My wage is set at five *ryō* five *bu* per year. I will ask if I need anything more. One *ryō* per year will be applied to the debt above according to your directions.

Item. During my employment I will obey government laws and will not turn my back on house customs. I won't suddenly take time off and if I am fired I won't make paper for the government order without the direction of the supervisor.

Item. I am registered at Enshōji temple in this village and I will give you my registration certificate.

Item. If I break any rules or abscond my guarantors will settle things so that you have no trouble. This is a certificate to be used henceforth as written here.

Kyōhō 12, Year of the Ram, Last month [1727]

Ōtaki village Shisuke [seal]

Guarantor elder brother Kinbei [seal]

Guarantor Kichizaemon [seal]

Iwamoto village

Mr. Mitamura Seiuemon

Notice²²

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

Mizu no e [Ninth in the cycle of ten years], Year of the Monkey, Seventh month, Seventh day [1812 or 1872]²³

Kitamura Kisuke [seal]

Son Tamekichi [signature blot]

[to] Akutagawa Hikobei dono

Notice²⁴

Item. At this time, after conferring with you and through your good offices I have decided to work for your employer and as a result he has hired me for which I am very grateful. We will not have any further payments or bad feelings that we have had in the past. At this time I will not turn my back on this foundation [agreement] for any reason. If I disobey even in small matters, you may take any steps you consider appropriate. At that time I will have not one

word of complaint nor will I blame you. Of course I will obey whatever you should say. This is a certificate and notice of guarantee valid as written here.

Bunsei 6, Year of the Ram, Tenth month [1823]

Shōhachi [seal]

Hiranoya Chūbei dono

Zenbei dono

All will be as written above with no mistake. Moreover, he will certainly obey your instructions and value his service as he works. Please keep this [document] just in case. End.

Sasaya Kahei [seal]

Hiranoya Chōbei [seal]

Hiranoya Chūbei dono

Zenbei dono

Notice²⁵

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

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

Tempō 4, Year of the Snake, Sixth month [1834]

Ichibei [seal]

Teikichi

Main house

The directors

The elders

Additional Agreement²⁶

Item. I completed my service to you, but over the years I lost the start-up capital that you gave me upon retirement. You became angry and revoked my right to do business with you, so I apologize. Since then I have wandered around and now regret my actions, but find there is nothing I can do but request that I be allowed to do business with you again. I sincerely request that you hire me again and will be very happy if you will grant my request to work for you again in all humility. Furthermore, according to my original contract I will of course obey government laws and work hard for you. I will not cause you any trouble, but if I do my parent or guarantor will certainly settle it and ensure there will be no trouble for you. This agreement and my original

contract will be valid as long as I work for you. However, Jihei's [my] seal has been changed so I notify you here.

Bunka 5, Boshin [Fifth year in the ten year cycle and Year of the Dragon],
Third month [1808]

Guarantor Settsu Kawabe gun Nishi Chōshu village
Tahei [seal]
Parent same gun Naka Chōshu village
Han'uemon [seal]
Employee Jihei [seal]

Konishi Shin'uemon
Edo shop Riuemon

Agreement²⁷

Item. Akashiya Tōbei worked for you for several years. He received in return one house until this year. The title of the property has not yet been transferred to his name although you agreed to give Tōbei the property in return for his years of service.

Item. Tōbei died of illness on the seventh day of the second month and his daughter Haya is still young, but she also has two young children to care for. Haya's status and income are unclear. Her sons Chōzō and Kumezō both will be turned over to Izumiya Jinbei who will send them into service. Haya, until her sons grow up, will be employed by you and under your direction as is best. However, the small house should remain as is for the memory of her parent [father] and she will work there on his memorial days as you have allowed until now and she will keep the house for Chōzō and Kumezō.

Item. The care of Chōzō and Kumezō will go to Izumiya Jinbei and Haya will be alone. We understand that she is young, sometimes misbehaves and her income is often unclear. However, if there is any news of her misconduct, then she will leave the house immediately without one word of complaint.

Item. While Tōbei was working for you he borrowed 784 *monme* 9 *bu* 7 *rin* of silver and the interest on the rice tax for his field he rented from you amounting to 13 *kan* 309 *monme* 1 *bu*. In return for working for you for several years you declared the debt finished and clear for which we are grateful.

Item. You were going to give the house to Tōbei and now after his death young Haya and her two small sons Chōzō and Kumezō are unsteady, but if her younger brother Zenroku helps out they should receive the house according to your wishes. If Haya or her sons should cause any trouble or they do not fulfill your expectations, then they understand that they will not receive the house. In that case of course they will not blame you for their loss or say anything. This certificate will stand as written here.

An'ei 5, Year of the Monkey, Eighth month [1776]

Akashiya Tōbei daughter
Haya [seal]
Haya's sons
Chōzō [seal]

Kumezō [seal]
Sakai Ebinomachi Hama Rokken Suji
Izumiya Tōbei's younger brother Jinbei [seal]
Witness Koyamaya Ihei [seal]

Mr. Sugiyama Chōzaemon

Agreement²⁸

Item. I have lived with you enjoying this temporary housing until now and after talking it over have moved out. My wife Tami bore my son Kichitarō and you have cared for him as your heir because he was a member of your household and I give great thanks for this. Moreover, the careful instructions the master has given to us and the ten *ryō* of gold we received will meet all our needs. Furthermore, your house has been our home and we have nothing more we could ask for.

Month, day

Kihe
Mother Sato

Mr. Ōmiya Kichibei
Mrs. O-Kichi

Appendix C

Glossary of terms

- Bantō** The leader of shop labor at the main branch of a business who has charge of the main branch when the head is away.
- Bekke** Literally “separate house”. A management worker who has been given the capital to establish an independent or semi-independent branch business.
- Bettaku** Literally “separate lodgings”. A worker who has moved away from the workplace and commutes to work.
- Bu** Monetary valuation in gold. Four *bu* equals one *ryō*.
- Dekasegi** Literally “go out to earn”. Labor migration.
- Deshi** Student, disciple, artisan apprentice.
- Detchi** Merchant or shop apprentice, management apprentice.
- Emon** The brewery worker responsible for the yeast and how it is used.
- Fuchōhō** Rude or ill-mannered.
- Furachi** Insolence or unlawful activity.
- Han** Domain.
- Hima** Time off, to be let go, to be fired.
- Hinin** Literally a “non-person”. An underclass in Tokugawa society.
- Hitonushi** Parent, foster parent or other guardian.
- Hitoyado** Employment agent.
- Hōkōnin** Servant, contract worker. A person who serves.
- Honke shihainin toshiyori** Directors and elders of the main house. The council managing a lineage business.
- Hyaku nichī kasegi** Literally “one-hundred-day laborer”. Seasonal worker at a brewery.
- Takeochi** To disappear, to abscond.
- Kamaya** Brewery worker responsible for steaming and cooling the rice.
- Kanme** Monetary value in silver equal to one thousand *monme*, 3.75 kilograms or about twenty *ryō*.
- Kaō** A personal cipher drawn like a signature. See figure 4.2.
- Kashira** The assistant brewer, general supervisor of the labor in a brewery.
- Kodomo** Child, a shop apprentice.
- Kokoroe tagai** Disobedience.

- Kuchiire** A person who introduces a worker to an employer without offering surety. An employment agent.
- Kumiai** Union.
- Mai** Monetary value in silver equal to forty-three *monme*.
- Mon** Monetary value in copper. One thousand *mon* of copper equals one *ryō* of gold.
- Monme** Monetary value in silver equal to 3.75 grams.
- Motomawari** Brewery worker responsible for the fermentation process.
- Mushukumono** Literally a “person without lodgings”. An unregistered person, a vagabond.
- Myōdai** A management employee with the authority to represent the employer.
- Nagaya** Literally a “long house”. A row of apartments. The Mitamura family used this style of lodging as a dormitory for its on-site labor force.
- Nakagai** A broker. A wholesaler merchant.
- Ōsaka jōdai** The castellan of Osaka castle.
- Oya** Parent.
- Oyadai** Surrogate parent.
- Rakugo** Literary and performance genre of short, often comic, tales.
- Ri** Monetary value equal to four *bu* of gold.
- Ridatsu todoke** Certificate of disownment or divorce.
- Rōbun** House elder.
- Rōnin** Masterless warrior.
- Ryō** Monetary value. One *ryō* of gold was officially equal to one *koku* [180 liters] of rice or enough rice to feed one person for one year. One *ryō* equaled 50–65 *monme* of silver, depending upon the cost of rice on the market, and had an approximate modern value of one thousand US dollars.
- Seichō** To grow or develop. To mature.
- Shichiire bōkō** Pawn service.
- Shihainin** A director of a business.
- Shihaininchū** A council of directors.
- Shimariyaku** The term used in the Mitamura family business for the person responsible for a branch of the business.
- Shu** Monetary valuation in gold. Sixteen *shu* equals one *ryō*.
- Tedai** A shop clerk or a management employee.
- Tōji** The head brewer in a brewery.
- Tori nige** To abscond with stolen items.
- Tsume in** A fingerprint used as a seal (signature).
- Uba** A wet-nurse or nanny.
- Ukenin** A guarantor. A person who provides surety for a contract.
- Usukuchi** Recipe for thin or light-colored soy sauce.

Notes

1 Capitalism, industry and the organization of labor

- 1 Max Weber, *Gesammelte Aufsätze zur Religionssoziologie II*. Marianne Weber (ed.), (Tübingen: J. C. B. Mohr [Paul Siebeck], 1921), 297–8; id., *Economy and Society: An Outline of Interpretive Sociology*, trans. Ephraim Fischhoff *et al.*, Guenther Roth and Claus Wittich (ed.), (Berkeley and Los Angeles: University of California Press, 1968/1978), 1073, 1075–7, 1094.
- 2 In Western Europe for example, Perry Anderson, “Japanese Feudalism,” in his *Lineages of the Absolutist State*, (London: New Left Books, 1974), 435–61.
- 3 Perry Anderson, *Passages from Antiquity to Feudalism*, (London: New Left Books, 1974), 147. Similar definitions are given in Maurice Dobb, *Studies in the Development of Capitalism*, revised edition (London and Henley: Routledge & Kegan Paul, 1963), 35, in Charles Parain, “Caractères généraux du féodalisme,” in: *Sur le féodalisme*, (Paris: Éditions Sociales, 1974), 13–17, and in Ludolf Kuchenbuch (ed.), *Feudalismus – Materialien zur Theorie und Geschichte*, (Frankfurt am Main [etc.]: Ullstein, 1977).
- 4 On this debate see Asao Naohiro, “Kinsei to wa nanika?” in Asao Naohiro (ed.), *Nihon no kinsei*, vol. 1, *Sekai shi no naka no kinsei*, (Tokyo: Chūo Kōronsha, 1991), 7–52.
- 5 Hattori Shisō, *Hattori Shisō zenshū*, vol. III, (Tokyo: Fukumura Shuppan, 1973), 42–64.
- 6 Tokuzo Fukuda, *Die gesellschaftliche und wirtschaftliche Entwicklung in Japan*, (Stuttgart: no publisher, 1900), published in Japanese as Fukuda Tokuzō, *Nihon keizai shi ron*, trans. Sakanishi Yūzō, (Tokyo: Hōbunkan, 1907). Based on this comparison with European absolutist states in Germany and France Fukuda argued that the Tokugawa regime was absolutist. The concept of absolutism is not unambiguous though. It can either mean that the state 1) balanced the class forces of aristocracy and bourgeoisie, 2) was an instrument of the rising bourgeoisie against the aristocracy, or 3) was a redeployed instrument of feudal domination.
- 7 Tsuchiya Takao, *Hōken shakai hōkai katei no kenkyū: Edo jidai ni okeru shokō no zaisei*, (Kyoto: Kōbundō Shobō, 1927).
- 8 Hattori Shisō, *Hattori Shisō zenshū*, vol. IV (Tokyo: Fukumura Shuppan, 1973), 37–65. See also Asao, “Kinsei to wa nanika?” and Saitō Osamu, *Puroto kōgyō ka no jidai*, (Tokyo: Nihon Hyōronsha, 1985), 171.
- 9 Takao’s 1937 study was translated and published in English in 1977: Tsuchiya Takao, *An Economic History of Japan*, trans. Neil Skene Smith, (Philadelphia, PA: Porcupine Press, 1977). See also Mikio Sumiya and Koji Taira, *An Outline of Japanese Economic History 1603–1940: Major Works and Research Findings*, (Tokyo: University of Tokyo Press, 1979), 7.
- 10 Ōtsuka Hisao, *Seiyō kinsei keizai shi*, (Tokyo: Nihon Hyōronsha, 1940), 3–4.
- 11 Ōtsuka Hisao, *Seiyō kinsei keizai shi*, (Tokyo: Nihon Hyōronsha, 1940). See also Saitō, *Puroto kōgyō ka no jidai*, 49–72 for a comparison of the Ōtsuka model with the Mendels model. Mendels’ seminal publication was, of course, “Proto-Industrialization: The First Phase of the Industrialization Process,” *Journal of Economic History*, 32 (1972), 241–61. The definition of “proto-industrialization” is contested. Useful is Charles Tilly’s characterization: “the increase in manufacturing activity by means of the multiplication of very small producing units and small to medium accumulations of capital. Negatively, it consists of the increase in manufacturing *without* large producing units and great accumulation of capital.” Tilly, “Flows of Capital and Forms of Industry in Europe, 1500–1900,” *Theory and Society*, 12 (1983), 129. Tilly adds: “Such a definition differs from the semi-official statement proposed by Franklin Mendels and Pierre Deyon – proto-industrialization as the presence of peasant production for an extra-regional market in a situation of tight interdependence between agriculture and industry – in two crucial ways. First, my definition is dynamic; it refers to a change. Second, it is at once open and agnostic; it leaves open to investigation the conditions under which the multiplication of small units and small capital accumulation actually occurs; in principle, it allows for the possibility that proto-industrialization occurred in cities, isolated from agriculture, strongly oriented to nearby markets. Thus the agriculture-industry interdependence and the extra-regional markets become promising hypotheses concerning the conditions for proto-industrialization, rather than features of the process which are present by definition.” (Ibid.)

- 12 The debate between Maurice Dobb and Paul Sweezy in the early 1950s is documented in: Paul Sweezy *et al.*, *The Transition from Feudalism to Capitalism*, (London: New Left Books, 1976). Discussions and definitions of feudalism outside of the Marxist debate agree that a market or money economy was incompatible with feudalism and caused its decline. See Marc Bloch, *Feudal Society*, trans. L.A. Manyon, (Chicago: University of Chicago Press, 1961), 443–4, 446. F.L.Ganshof, *Feudalism*, trans. Philip Grierson, (New York, NY and Evanston, IL: Harper and Row, 1961/1964), 9. Carl Stephenson, *Medieval Feudalism*, (Ithaca, NY and London: Cornell University Press, 1942), 97. Joseph R. Strayer and Rushton Coulborn, “The Idea of Feudalism,” in Rushton Coulborn (ed.) *Feudalism in History*, (Princeton, NJ: Princeton University Press, 1956), 8.
- 13 Honjo Eijiro, *Economic Theory and History of Japan in the Tokugawa Period*, (Tokyo: Maruzen, 1943). Honjō Eijirō, *Hyakushō chōnin no rekishi*, (Tokyo: Baifukan, 1949).
- 14 Fujita Gorō and Hatori Takuya, *Kinsei hōken shakai no kōzō*, (Tokyo: Ochanomizu Shobō, 1951).
- 15 *Ibid.*
- 16 Thomas C. Smith, *The Agrarian Origins of Modern Japan*, (Stanford, CA: Stanford University Press, 1959).
- 17 Johannes Hirschmeier, *The Origins of Entrepreneurship in Meiji Japan*, (Cambridge, MA: Harvard University Press, 1964).
- 18 Johannes Hirschmeier and Tsunehiko Yui, *The Development of Japanese Business, 1600–1980*, (London: George Allen and Unwin, 1981).
- 19 William W. Lockwood, *The Economic Development of Japan: Growth and Structural Change*, (Princeton, NJ: Princeton University Press, 1968).
- 20 See, for example, Susan Hanley and Kozo Yamamura, *Economic and Demographic Change in Pre-Industrial Japan, 1600–1868*, (Princeton, NJ: Princeton University Press, 1977). William B. Hauser, *Economic Institutional Change in Tokugawa Japan: Osaka and the Kinai Cotton Trade*, (Cambridge, UK: Cambridge University Press, 1974). Hayami Akira, *Kinsei nōson no rekishi jinkōgakuteki kenkyū*, (Tokyo: Tōyō Keizai Shinpōsha, 1973).
- 21 Mark W. Fruin, *Kikkoman: Company, Clan and Community*, (Cambridge, MA: Harvard University Press, 1983). Yasuoka Shigeaki, *Mitsui zaibatsu shi*, (Tokyo: Kyōikusha, 1985). Watanabe Morimichi, *Ōmi shōnin*, (Tokyo: Kyōikusha, 1986). Ogura Eiichirō, *Ōmi shōnin no keiei*, (Kyoto: Sanburaito Shuppan, 1988).
- 22 Saitō Osamu, *Puroto kōgyōka no jidai/The Age of Proto-Industrialization: Western Europe and Japan in Historical and Comparative Perspective*, (Tokyo: Nihon Hyōronsha, 1985), 49–72.
- 23 Saito Osamu, “Scenes of Japan’s Economic Development and the ‘Longue Durée’,” *Silkworms, Oil and Chips ... : Proceedings of the Economics and Economic History of the Fourth International Conference on Japanese Studies, Paris, September 1985*, Bonn, 1986.
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- 50 Max Weber, *Economy and Society*, trans. Claus Wittich *et al.*, Guenther Roth and Claus Wittich (eds), (Berkeley and Los Angeles: University of California Press, 1978), 357–9, 376–80.
- 51 Nakano Takashi, *Shōka dōzokudan no kenkyū*, 2 vols. (Tokyo: Miraisha, 1978–1981) 1:4–10. I will discuss this house-business organization more fully in Chapter 2.
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- 62 Leupp, "Master-Servant Relations," *Servants, Shophands and Laborers*, 65–105.
- 63 Ishii Ryōsuke, *Shinpen Edo jidai manpitsu* (Tokyo: Asahi Shinbun, 1979; 1988), 97–8.
- 64 See Appendix A for a detailed explanation of the sources for the data sample.
- 65 Archivists in Fukui, Gifu, and Mie prefectures relate how old documents were melted down to provide the raw materials to make new paper when there were resource shortages. Old documents were also used to cover doors, line sake and soy sauce barrels, make string, or even as toilet paper in times of paper shortages. I have seen some documents that had their reverse side used as scrap paper for children to practice lessons on.
- 66 Rckishigaku Kenkyūkai (ed.), *Shinpan Nihon shi nenpyō*, (Tokyo: Iwanami Shoten, 1991), 199.
- 67 Dates during the Tokugawa period followed a lunar calendar with adjustments of leap months. I have used chronological tables to translate the years into the Western calendar, but I have left months and days in the original, as their precise translation would not add to this study.
- 68 Bunkazai Kenzōbutsu Hozon Gijutsu Kyōkai (ed.), *Kyū Sugiyama ke jūtaku shūri kōji hōkokusho*, (Tondabayashi, Ōsaka: Tondabayashi City, 1987), 12–13.
- 69 Yunoki Manabu, "Kinsei Itami shūzō gyō no tenkai to Konishi ke," *Chūki kenkyū Itami* 18 (1989), 18.
- 70 Kadokawa Nihon Chimei Jiten Henshū Inkaikai (ed.), *Ōsakafu*, vol. 27 of *Kadokawa Nihon chimei jiten*, (Tōkyō: Kadokawa Shoten, 1991), 845–6.

2 Stem family and lineage businesses

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- 5 Yonemura and Nagata; Fujii Masaru, *Ie to dōzoku no rekishi shakaigaku* (Tokyo: Tōsui Shobō, 1997).
- 6 Satomi Kurosu, "Leaving Home in a Stem Family System: Departure of Heirs and Non-Heirs in Pre-Industrial Japan" *History of the Family: An International Quarterly*, 1 (4), 1996, 329–352.
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- 8 Satomi Kurosu, "A Long Way to Heirship, Short Way to Retirement: Adopted Sons in a North-eastern Village in Pre-Industrial Japan," *The History of the Family: An International Quarterly*, 3 (4) 1998.
- 9 Yonemura and Nagata.
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- 12 Tahei, Han’uemon and Jihei, [to Konishi Shin’uemon, Edo shop Riuemon], “Sōi issatsu no koto,” Additional agreement, 3/1808, Konishi collection no. 6–2–13, Itami Shiritsu Hakubutsukan.
- 13 Nakano Takashi, *Shōka dōzokudan no kenkyū*, (Tokyo: Miraisha, 1978), 1:5–6, 106–93. Murai Masuo, “Toshi seikatsu no han’ei,” *Seikatsu shi II*, ed. Kimura Isono, (Tokyo: Yamakawa Shuppan, 1981), 248–50.
- 14 Yasuoka Shigecaki, *Mitsui zaibatsu shi*, (Tokyo: Kyōikusha, 1985). Ogura Eiichirō, *Ōmi shōnin no keiei*, (Kyoto: Sanburaito Shuppan, 1988).
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- 17 Shōhachi, [to Hiranoya Chūbei, Zenbei] “Issatsu no koto,” Contract, 10/1823, Endō collection no. 693, Kyoto City Library of Historical Documents, Kyoto. See also Jinbei *et al.*, [to Mohei, Chūbei, and Zenbei] “Issatsu no koto,” Letter of apology, 10/5/1822, Endō collection no. 695; Ichibe *et al.*, [to Chūbei and Zenbei] “Issatsu no koto,” Letter of apology, 4/1824, Endō collection no. 662; and Seibe *et al.*, [to Hiranoya Yasaburō and Shihainin Zenbei] “Issatsu no koto,” Letter of apology and debt, 4/1838, Endō collection no. 687. Document 687 identifies Zenbei as a *shihainin* director.
- 18 Hakutsuru (ed.), *Hakutsuru komonjo shiryō shū*, (Kobe: Hakutsuru Shuzō Kabushiki Gaisha, 1978), 365–8.
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- 23 Fukui Sakuzaemon *et al.*, [to Hisakawa Saburōbei and Kanshichirō] “Yaku sadame no koto,” Adoption agreement, 12/1819, Fukui collection no. 0585, Kyoto City Library of Historical Documents, Kyoto. For a detailed discussion of this case, see Mary Louise Nagata, “Mistress or Wife? Fukui Sakuzaemon vs. Iwa, 1819–1833,” *Continuity and Change*, 18 (2), 2003, 287–309.
- 24 Kanshichirō took the name Fukui Sakuzaemon and was given care of the family and business documents when he was finally recognized as the successor in the tenth month of 1821, “Issatsu no koto,” 10/1821, Fukui collection nos. 1483, 0859, Kyoto Library of Historical Documents, Kyoto.
- 25 Masuya Sōuemon *et al.*, [to Masuya Sakuzaemon], “Issatsu,” Notice of retirement, 7/1823, Fukui collection no. 0752, Kyoto Library of Historical Documents, Kyoto.
- 26 Tsuya *et al.*, [to Sasaya O-Sai] “Hōkōnin ukejō no koto,” Contract, 5/1807, Kimura collection no. B27, Kyoto City Library of Historical Documents, Kyoto; Shōbei *et al.*, [to Izutsuya O-Ume dono] “Issatsu,” Letter of apology, 2/1793, Kimura collection no. B9. For a detailed discussion of the inheritance prospects for women in family businesses see Mary Louise Nagata, “Headship and Succession in Early Modern Kyoto: the role of women,” *Continuity and Change*, 19 (1), 2004.
- 27 Mary Louise Nagata, “Balancing Family Strategies with Individual Choice: Name Changing in Early Modern Japan,” *Japan Review*, 1999, 11: 145–66.
- 28 Yunoki Manabu, “Kinsei Itami shuzō gyō no tenkai to Konishi ke,” *Chūki kenkyū Itami* vol. 18, Itami Shiritsu Hakubutsukan (eds) (Itami Shiyakusho 1989).
- 29 *Ibid.*
- 30 Ichibe and Teikichi, [to Honke Shihainin Toshiyori] “Issatsu no koto,” Request, 6/1833, Konishi collection no. 6–2–22, Itami Shiritsu Hakubutsu Shiryōkan, Itami.
- 31 Yunoki Manabu, *Sake zukuri no rekishi*, (Tokyo: Yūzankaku Shuppan, 1987).
- 32 Tahei Han’uemon and Jihei, [to Konishi Shin’uemon and Edo shop Riuemon] “Sōi issatsu no koto,” Apology and labor contract, 3/1808, Konishi collection no. 6–2–13, Itami Shiritsu Hakubutsu Shiryōkan, Itami. This document is excerpted in the previous section in the discussion regarding *bekke tetai*.

- 33 Sheldon, *The Rise of the Merchant Class*, 52; Ishii Ryōsuke, *Shōnin*, (Tokyo: Akaishi Shoten, 1991), 65. In the research literature, Sheldon and others use the term “merchant house”, which is a direct translation of the Japanese term *shōka*. Perhaps because of the connotations of the term, many of these researchers assume that these firms were only commercial not manufacturing enterprises. For this reason, I continue to call this organization stem family and lineage businesses.
- 34 Watanabe Morimichi, *Ōmi shōnin*, (Tokyo: Kyōikusha, 1986), 188; Ogura Eiichirō, *Ōmi shōnin no keiei*, (Kyoto: Sanburaito Shuppan, 1988), 106.
- 35 Yasuoka Shigeaki, “Kinsei shōka hōkōnin seido no nirui gata: Kōnoike, Mitsui ni tsuite,” *Dōshisha shogaku* 39(5), (1988) 2–4; id., “Mitsui ryōgae ten ni okeru hōkōnin no kinzoku jijō,” *Shakai kagaku* 42 (1989) 7.
- 36 Mary Louise Nagata, “Migration and Networks in Early Modern Kyoto, Japan,” *International Review of Social History (IRSH)* 47 (2000), 243–59.
- 37 Shimonaka Kunihiko (ed.), *Nakagyōku*, vol. 9 of *Shiryō Kyōto no rekishi*, (Kyoto: Kyoto City, 1985), 96–7.
- 38 Murai Masuo, “Toshi seikatsu no han’ei,” *Seikatsu shi*, Kimura Isono (ed.), (Tokyo: Yamakawa Shuppan, 1981).
- 39 Mary Louise Nagata, “Name Changing Patterns and the Stem Family in Early Modern Japan: Shimomoriya,” *House and the stem family in EurAsian perspective*, Antoinette Fauve-Chamoux and Emiko Ochiai (eds) (*Proceedings of the C18 Session, Twelfth International Economic History Congress, Madrid, August 1998*), 291–319. Ead., “Balancing Family Strategies with Individual Choice: Name Changing in Early Modern Japan,” *Japan Review* 11 1999, 145–66.
- 40 Shimonaka Kunihiko (ed.), *Shiryō Kyōto no rekishi: Shimogyōku*, (Kyoto: Kyoto City, 1981).
- 41 For a comprehensive discussion of Japan’s early modern population registers see Akira Hayami, “Thank you Francisco Xavier: An Essay in the Use of Microdata for the Historical Demography of Tokugawa Japan,” *Keiō Economic Studies*, vol. XVI (1979) nos. 1–2, 65–81. See also L. Cornell and A. Hayami, “The Shumon Aratame Cho: Japan’s Population Registers,” *Journal of Family History* 11, 4 (Nov) 1986, 311–28. See also the work by Satomi Kurosu, Noriko Tsuya, Mary Louise Nagata and other members of the EurAsian Project on Population and Family History under the leadership of Akira Hayami.
- 42 The register gives the age of Tanan as four and records that he is in his fourth year of apprenticeship.
- 43 Mary Louise Nagata, “Labor Migration, Family and Community in Early Modern Japan,” Pamela Sharpe (ed.) *Women, Gender and Labor Migration*, (London and New York: Routledge Press, 2001), 70. Ead., “Leaving the Village for Labor Migration in Early Modern Japan,” Franz van Poppel, Michel Oris and James Q. Lee (eds), *The Road to Independence: Leaving Home in Eastern and Western Societies, 16th to 20th Centuries*, (Bern and Bruxelles: Peter Lang, 2003), 273–311.
- 44 Mary Louise Nagata, “Headship and Succession in Early Modern Kyoto: The Role of Women,” *Continuity and Change*, 19 (1), 2004.
- 45 Nagano Hiroko, “Kinsei kōki joshi rōdō no henkan to tokushitsu,” Hayashi Reiko (ed.), *Ronshū kinsei*, (Tokyo: Yoshikawa Kōbunkan, 1986), 103–38.
- 46 Murai Masuo, “Toshi seikatsu no han’ei,” *Seikatsu shi*, vol. 2, ed. Kimura Isono (Tokyo: Yamakawa Shuppan, 1981), 251. See also the excerpt involving Teikichi.

3 Labor organization in industry

- 1 William B. Hauser, *Economic Institutional Change in Tokugawa Japan: Osaka and the Kinai Cotton Trade*, (Cambridge: Cambridge University Press, 1974), 136.
- 2 Mieken Kyōiku Inkai (ed.), “Mieken no shoshoku,” unpublished investigation of traditional artisans and industries by Mie prefecture (1989) 140–45. Yasuoka Shigeaki, *Mitsui zaibatsu shi*, (Tokyo: Kyōikusha, 1985), 14–16, 22–30.
- 3 Zenzaemon, [to Hironoya Yasaku dono] “Azukari natane no koto,” 12/1847, Endō collection no. 584, Kyoto City Library of Historical Documents, Kyoto.
- 4 Shimonaka Kunihiko (ed.), *Nakagyōku*, vol. 9 of *Shiryō Kyōto no rekishi*, (Kyoto: Kyoto City, 1985), 96–7.
- 5 This system is described in Kuromatsu Iwao (ed.), *Nishijin kigyō no kenkyū*, (Kyoto: Mineruva Shobō,

- 1965), 10–15. The Kimura collection contains many contract agreements of this form. Tamara Hareven describes the modern adaptation of this system in Tamara K. Hareven, *Families, History, and Social Change: Life-Course and Cross-Cultural Perspectives*, (Boulder, CO: Westview Press, 2000), 241–50 and in Tamara K. Hareven, *The Silk Weavers of Kyoto: Family and Work in a Changing Traditional Industry*, (Berkeley and Los Angeles: University of California Press, 2002).
- 6 Kagiya Heibei, Kitsuya Rihachi and Kameya Kashichi, [to Sasaya Uhei] “Sashi ire ukejō no koto,” Invoice agreement, 2/18/1802, Kimura collection no. B16, Kyoto City Library of Historical Documents, Kyoto.
 - 7 Uhei and Sōsuke, [to Izutsuya O-Ume], “Issatsu,” Letter of apology, 9/1796, Kimura collection no. B12, Kyoto City Library of Historical Documents.
 - 8 Kuromatsu Iwao (ed.), *Nishijin kigyō no kenkyū*, 10–15.
 - 9 Uhei *et al.*, [to Izutsuya O-Ume dono] “Issatsu,” Apology and payment for training, 2/1793, Kimura collection no. B9, Kyoto City Library of Historical Documents, Kyoto.
 - 10 Zensuke, [to Sasaya Uhei dono] “Issatsu,” Complaint, 5/10/1805, Kimura collection no. B21.
 - 11 Yamashiroya Kyūbei, Kitamura Ryōuemon and Iwakichi, [to Hiranoya Yasaburō] “Hōkōnin ukejō no koto,” Labor contract, 2/1812, Endō collection no. 665, Kyoto City Library of Historical Documents, Kyoto.
 - 12 Karuishiya Tōshichi, Maruoya Seisuke and Tōkichi, [to Hiranoya Yasubei] “Hōkōnin ukejō no koto,” Labor contract, 3/1805, Endō collection no. 665, Kyoto City Library of Historical Documents, Kyoto.
 - 13 Mie-ken Kyōiku Inkaei (ed.), “Mie-ken no shoshoku,” 140–41.
 - 14 Mori Giūchi, “Seishigyō,” *Sangyō shi II*, Kodama Kōta (ed.) (Tokyo: Yamakawa Shuppan, 1984), 346–50.
 - 15 Kobata Atsushi, “Echizen no hōsho,” (ed.) Chihō Shi Kenkyū Kyōkai, *Chūbu chihō*, vol. 15 of *Nihon sangyō shi taikēi*, (Tokyo: Tōkyō Daigaku Shuppankai, 1960). Kobata Atsushi, *Okamoto son shi*, (Imadatechō, Fukui: Okamoto Son Shi Kankōkai, 1956), 335.
 - 16 Kobata, *Okamoto son shi*, 347–52. See also the contracts in the Mitamura collection and the geographical analysis of the contracts in Chapter 5 of this study.
 - 17 Kobata, *Okamoto son shi*, 332–3.
 - 18 *Ibid.*, 353–6.
 - 19 *Ibid.*, 269–325.
 - 20 *Ibid.*, 350–51.
 - 21 Katsu Shichirō *et al.*, “Sashiage mōsu nenshi shōmon no koto,” Financial report, 1763, Mitamura collection no. 291-II, Imadatechō Shiryō Toshokan, Imadatechō, Fukui.
 - 22 Kawachiya Rin’uemon and Ōtsuka Jin’uemon, [to Mitamura Seiueemon], “Sashiage mōsu issatsu no koto,” Cover letter for returned financial records upon being fired, 12/1757, Mitamura collection no. 291-III, Imadatechō Rekishi Minzoku Shiryōkan.
 - 23 Shisuke, Kinbei and Kichizaemon, [to Mitamura Seiueemon], “Hōkōnin ukejō no koto,” Labor contract for debt, 12/1727, Mitamura collection no. 291-V, Imadatechō Rekishi Minzoku Shiryōkan.
 - 24 Kobata, *Okamoto son shi*, 269–85.
 - 25 *Ibid.*, 354–6.
 - 26 Izuda Tadayoshi, “Benibana,” *Sangyō shi II*, Kodama Kōta (ed.) (Tokyo: Yamakawa Shuppan, 1984), 316–23.
 - 27 Five *mai* of silver is 215 *monme* or 806.25 grams. Nishimura Gen’uemon, Haru, Nishimuya Seibei, [to Matsuya Den’uemon], “Issatsu,” Apprentice agreement, 12/1863, Matsuya collection no. 178, Kyōto Furitsu Shiryōkan, Kyoto.
 - 28 Haiya Rinzaemon, “Issatsu,” Agreement for a future contract, 6/1859, Matsuya collection no. 164, Kyōto Furitsu Shiryōkan, Kyoto.
 - 29 Sensuke, [to the master Den’uemon] “On tanomi mōsu sōrō koto,” Apology, 9/1868, Matsuya collection no. 194, Kyōto Furitsu Shiryōkan, Kyoto.
 - 30 Yunoki Manabu, *Sake zukuri no rekishi*, (Tokyo: Yūzankaku Shuppan, 1987), 190–214.
 - 31 Hakutsuru (ed.), *Hakutsuru komonjo shiryō shū*, 365.
 - 32 Yunoki, *Sake zukuri no rekishi*, 190–214.

- 33 The Sugiyama shop name was *Wataya*, or cotton shop, and probably reflected the business of the family before it began brewing sake. Bunkazai Kenzōbutsu Hozon Gijutsu Kyōkai (ed.), *Kyū Sugiyama ke jūtaku shūri kōji hōkokusho*, (Tondabayashi, Ōsaka: Tondabayashi City, 1987), 12–13.
- 34 Fukuyama Akira, “Kinsei Kawachi shuzōgyō no tenkai,” *Tondabayashi shi kenkyū kiyō* (1976), 40–41.
- 35 Hasegawa Akira, *Kinsei tokusanbutsu ryūtsū shi ron: Tatsuno shōyu to bakuhansei shūjō*, (Tokyo: Kashiwa Shobō, 1993), 25–30, 238–42. Higashimaru Shōyu Kabushiki Gaisha (ed.), *Higashimaru shōyu no ayumi*, (Tatsuno: Higashimaru Shōyu Co. Ltd., 1993), 5–7.
- 36 Higashimaru Shōyu (ed.), *Higashimaru shōyu no ayumi*, 6. The rivalry between the Kantō breweries Kikkoman, Yamasa and Higeta, and Higashimaru remains quite strong and there is a distinctive difference in their taste. Higashimaru is the brand name of the Maruo family breweries. Even today, natives of Kyoto will buy Higashimaru soy sauce to take to Tokyo, because it is difficult to find there, but they prefer it to the eastern brands.
- 37 Nakayama Shōtarō, “Shōyu jōzōgyō ni okeru koyō rōdō,” *Kenkyū kiyō* vol. 24 (Akashi, 1982), 191–2. One *monme* equals 3.75 grams, so 1.2 *monme* would be 4.5 grams of silver per day.
- 38 Nakayama Shōtarō, “Maruo ke no hiyatoinin chō to kurōdo,” *Tatsuno konjaku*, Tatsuno-shi Sōmuka Shi Shi Henshū Gakari (ed.) (Tatsuno: Tatsuno City, 1986), 237–40.
- 39 See also W. Mark Fruin, *Kikkoman: Company, Clan and Community*, (Cambridge: Harvard University Press, 1983), 36–9.
- 40 Fruin, *Kikkoman: Company, Clan and Community*, 36–47. Aburai Hiroko, “Chōshi shōyu jōzōgyō ni okeru koyō rōdō,” *Ronshū kinsei* 4 (1980).
- 41 Hasegawa, *Kinsei tokusanbutsu ryūtsū shi ron*, 25–30. Higashimaru Shōyu (ed.), *Higashimaru shōyu no ayumi*, 4. Nakayama Shōtarō, “Tatsuno shōyu jōzōgyō Maruo ke no koyō rōdō ni suite: Bunka, Bunsei ki no daifukuchō yori,” *Kenkyū kiyō* 23 (Akashi, 1981).
- 42 Chōbei *et al.*, [to Maruoya Magojirō] “Hōkōnin ukejō no koto,” Labor contract, 12/1747, Maruo Mitsu private collection no. 40–490–3, Tatsuno.
- 43 Higashimaru Shōyu (ed.), *Higashimaru shōyu no ayumi*, 5.
- 44 Suzuki Yuriko, “Shōyu jōzōgyō ni okeru koyō rōdō,” Hayashi Reiko (ed.), *Shōyu jōzōgyō shi no kenkyū*, (Tōkyō: Yoshikawa Kōbunkan, 1970).
- 45 Yunoki, *Sake zukuri no rekishi*.

4 Labor contracts and contract labor

- 1 Ishii Ryōsuke, *Shinpen Edo jidai manpitsu*, (Tokyo: Asahi Shimbun, 1979; 1988), 98.
- 2 Aruga Kizaemon, *Ie: Nihon no kazoku*, (Tokyo: Shibundō, 1972; 1981), 129. Ōtō Osamu, *Kinsei nōmin to ie, mura, kokka*, (Tokyo: Yoshikawa Kōbunkan, 1996), 56.
- 3 Ishii Ryōsuke, *Shinpen Edo jidai manpitsu*, (Tokyo: Asahi Shimbunsha, 1979; 1988), 106–14.
- 4 *Ibid.*
- 5 *Ibid.*, 106–7.
- 6 *Ibid.*, 108–9.
- 7 Guarantor Genjirō *et al.*, [to Sugiyama Zenzaemon], “Hōkōnin ukejō no koto,” Labor contract, 1/11/1753, Sugiyama collection no. 87, Kyoto University Museum Archives, Kyoto. One *monme* equals 3.76 grams. Years were often identified by the Chinese calendar cycle of 12 years, since the era could change at the whim of the political authorities.
- 8 Ishii Ryōsuke, *Shinpen Edo jidai manpitsu*, 93–94.
- 9 Mary Louise Nagata, “Name Changing Patterns and the Stem Family in Early Modern Japan: Shimomoriya,” Antoinette Fauve-Chamoux and Emiko Ochiai (eds), *House and the stem family in Eur.Asian perspective*, 1998, 291–319.
- 10 Mary Louise Nagata, “Migration and Networks in Early Modern Kyoto, Japan,” *International Review of Social History (IRSH)* 47 (2002), 243–59.
- 11 Ishii Ryōsuke, *Shinpen Edo jidai manpitsu*, 93–4.
- 12 *Ibid.*
- 13 Shinzō *et al.*, [to Maruoya Magojirō] “Hōkōnin ukejō no koto,” Labor contract, 12/1795, Maruo Mitsu private collection no. 490–10, Tatsuno.

- 14 Sōsuke *et al.*, [to Konishiya Shin'ueemon] "Hōkōnin ukejō no koto," Labor contract, 9/1784, Konishi collection no. 6–2–7, Itami Shiritsu Hakubutsukan, Itami.
- 15 Shige *et al.*, [to Kanaya Yasubei] "Hōkōnin ukejō no koto," Labor contract, 3/1776, Noguchi collection no. 289, Kyoto City Library of Historical Documents, Kyoto.
- 16 Tasaburōsuke *et al.*, [to Seiueemon] "Hōkōnin ukejō no koto," Labor contract, 11/1813, Mitamura collection no. 1–289, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.
- 17 Rekishigaku Kenkyūkai (ed.), *Shinpan Nihon shi nenpyō*, (Tokyo: Iwanami Shōten, 1991), 162.
- 18 Jurgis Elisonas, "Christianity and the Daimyo," *Early Modern Japan*, vol. 4 of *The Cambridge History of Japan*, (ed.) John Whitney Hall (Cambridge: Cambridge University Press, 1991), 362–71.
- 19 *Ibid.*, 371.
- 20 Tsuji Tatsuya, "Politics in the Eighteenth Century," *Early Modern Japan*, vol. 4 of *The Cambridge History of Japan*, (ed.) John Whitney Hall (Cambridge: Cambridge University Press, 1991), 470. The quotation marks are Tsuji's.
- 21 Mary Louise Nagata, "Leaving the Village for Labor Migration in Early Modern Japan," Franz van Poppel, Michel Oris and James Lee (eds), *The Road to Independence: Leaving Home in Eastern and Western Societies, 16th to 20th Centuries*, (Bern and Bruxelles: Peter Lang, 2003), 273–311.
- 22 Tsukada Takashi, "Kinsei no keibatsu," *Saiban to kihan*, vol. 5 of *Nihon no shakai shi*, Asao Naohiro *et al.* (eds) (Tokyo: Iwanami Shōten, 1988), 99.
- 23 Kuwabara Haruo, "Seishin hoken katsudō no rekishi," from "Kaisetsu," in Loren R. Moser and Lorenzo Burti, *Community Mental Health*, trans. Kuwabara Haruo *et al.* (Tokyo: Chūō Hōki Shuppan, 1992), 484–5.
- 24 Shige *et al.*, [to Kanaya Yasubei] "Hōkōnin ukejō no koto," Labor contract, 3/1776, Noguchi collection no. 289, Kyoto City Library of Historical Documents, Kyoto.
- 25 Kisaburō and Hiranoya Shinzō, [to Zaimokuya Hikobei] "Hōkōnin ukejō no koto," Labor contract, 8/1833, Akutagawa collection no. B7, Kyoto City Library of Historical Documents, Kyoto.
- 26 Hanjirō *et al.*, [to Kōguya Hisaemon] "Hōkōnin ukejō no koto," Labor contract, 9/1714, Kumagai collection no. 506, Kyoto City Library of Historical Documents, Kyoto.
- 27 Akiyama Kunizō, *Kinsei Kyōto machigumi hattatsu shi*, (Kyoto: Hōsei Daigaku Shuppan Kyoku, 1980) 165–73.
- 28 The English term is awkward. None of the names listed that tell who the letter is from is a signature, but most have seals affixed that act in the same way as a signature. The format is: address, role in contract agreement (parent, guarantor, *kuchiire*, worker), name and seal, or other mark signifying that this person has "signed his name", i.e. witnessed the contract (see Figures 5.1, 5.2).
- 29 Ishii Ryōsuke, *Shinpen Edo jidai manpitsu*, 93. Leupp, *Servants, Shophands and Laborers*, 70.
- 30 The letter was written by Haiya Rinzaemon, who did not identify his relation to Tōsuke in the letter. However, I assume he was acting as Tōsuke's agent, because he was accepting money on Tōsuke's behalf. Haiya Rinzaemon, [to Matsuya] "Issatsu," Letter of acceptance, 6/1859, Matsuya collection no. 164, Kyōto Furitsu Shiryōkan, Kyoto.
- 31 "... senzō yori yoku zonji, tashika naru mono ni tsuki, warera ukenin ni ai tachi mōshi sōrō ..." Sōsuke *et al.*, [to Matsuya Den'ueemon] "Hōkōnin ukejō no koto," Labor contract, 1/1835, Matsuya no. 126, Kyōto Furitsu Shiryōkan, Kyoto.
- 32 Mary Louise Nagata, "Family Strategies in Stem Family Businesses in Early Modern Kyoto," *Living in the City*, Eugenio Sonnino (ed.) (Rome, Italy: La Sapienza University Press, 2004). Ead., "Migration and Networks in Early Modern Kyoto, Japan," *IRSH* 47 (2002), 243–59.
- 33 For a detailed study of the *gōnō*, see Edward E. Pratt, *Japan's Proto-Industrial Elite: The Economic Foundations of the Gōnō*, (Cambridge, Massachusetts: Harvard University Asia Center, 1999).
- 34 Some contracts identified the parent in the text, even though the parent was not listed among the witnesses to the contract at the end.
- 35 These stem family businesses all used their family surnames in their business documents.
- 36 Mary Louise Nagata, "Name Changing Patterns and the Stem Family in Early Modern Japan: Shimomoriya," Antoinette Fauve-Chamoux and Emiko Ochiai (eds), *House and the stem family in EurAsian perspective (Proceedings of the C18 Session, Twelfth International Economic History Congress, Madrid, August 1998)*, 291–319.

- 37 Mary Louise Nagata, "Labor Migration, Family and Community in Early Modern Japan," in *Women, Gender and Labor Migration*, Pamela Sharpe (ed.) (London: Routledge Press, 2001). Ead., "Leaving the Village for Labor Migration," Franz van Poppel, Michel Oris and James Lee (eds), *The Road to Independence: Leaving Home in Eastern and Western Societies, 16th to 20th Centuries*, (Bern and Bruxelles: Peter Lang, 2003).
- 38 Kihei and Sato, [to Ōmiya Kichibei] "Issatsu no koto," Draft letter, no date, Tanaka Kichibei collection, no. JI-3, Kyoto City Library of Historical Documents.
- 39 "Shūmon ninbetsu aratame cho," Population registers, 1781-1788, Tanaka Kichibei collection, no. JIII-5, Kyoto City Library of Historical Documents.
- 40 Hakutsuru, *Hakutsuru komonjo shiryō shū*, (Itami: Hakutsuru Shuzō Kabushiki Gaisha, 1978), 360-64.
- 41 Ibid.
- 42 Haya *et al.*, [to Sugiyama Chōzaemon], "Issatsu no koto," Letter of request, 8/1776, Sugiyama collection, no. S97, Kyoto University Museum Archives.

5 Workers, guarantors and migration patterns

- 1 Takao Tsuchiya, *An Economic History of Japan*, (ed.) Kurt Singer, trans. Michitaro Shidehara. *The Transactions of the Asiatic Society of Japan*, 2nd series, vol. 15 (Tokyo: Kōbunkan, 1937) 163-4, for example.
- 2 Hanley and Yamamura, *Economic and Demographic Change*, 1-11.
- 3 Sheldon, *The Rise of the Merchant Class*, 52-3.
- 4 Yasuoka Shigeaki, "Kyōhō ki ni okeru shōka hōkōnin no seikaku," in *Shakai kagaku* 1, (Kyoto, 1965) 92.
- 5 Nakano, *Shōka dōzokudan no kenkyū*, 2: 475-82.
- 6 Murai, "Toshi seikatsu no han'ei," 248-56.
- 7 Ogura, *Ōmi shōnin no keiei*, 106-8.
- 8 Shinbo Hiroshi and Saitō Osamu (eds), "Gaisetsu," Shinbo Hiroshi and Saitō Osamu (eds), *Kindai seichō no taidō*, (Tokyo: Iwanami Shoten, 1989-1990), 57-61. See also Hasegawa Tokiame, *Kyūbun Nihonbashi*, (Tokyo: Iwanami Bunko, 1983), 77-8.
- 9 *Seido chō shūmon ninbetsu aratame chō*, 1819-1868, and *Takoyakushi chō shūmon ninbetsu aratame chō*, 1842-1853, are two examples of neighborhood registers that include such business households employing many workers. These registers will be the focus for future analyses.
- 10 Fukuyama, "Kinsei Kawachi shuzōgyō no tenkai," 5.
- 11 Kuwabara, "Seishin hoken katsudō no rekishi," 484-5.
- 12 The Mizutani collection in Kyoto has two contracts for Yonokichi, son of Ginseya Seishichi of Shinmachi in Tamba province. There are no signatures on the first contract, document number B18 originally written in 1862, but he has two guarantors on the second contract, number B14 written in 1863 (see Figure 5.2).
- 13 Matsuzaka-shi Shi Hensan Iinkai (ed.), *Shiryō hen kinsei 2: keizai*, vol. 12 of *Matsuzaka-shi shi* (Matsuzaka, Mie: Matsuzaka City, 1983).
- 14 Mie-ken Kyōiku Iinkai (ed.), "Mie-ken no shoshoku," 140-45.
- 15 Mori Sugio, "Shōhin seisan to nōson zoku no dōkō," Kimura Takeo (ed.) *Kinsei Ōsaka Hirano no sonraku*, (Kyoto: Mineruva Shobō, 1970).
- 16 According to the archivists, in times of famine and shortage in the mulberry used for paper production, old documents were melted down to make new paper. Old documents have also been used for paper doors, rolled into paper string, and used as wrapping paper and tissue paper.
- 17 Kobata Atsushi, *Okamoto son shi*, 354-5.
- 18 Shisuke of Ōtaki village, for example, contracted to work for the Mitamura family business to repay a large debt he owed them. Presumably, the contract was voided when the debt was repaid, because the debt amount and the seals of Shisuke, his guarantor and his brother all have lines drawn through them. Shisuke *et al.*, [to Mitamura Seiuemon] "Hōkōnin ukejō no koto," Labor and debt contract, 1/1727, Mitamura collection no. 291-V, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.

- 19 “Ōnomatsu,” is the success story of the sixth yokozuna Ōnomatsu Midorinosuke. According to the tale, Ōnomatsu became a wrestler in 1815. Yano Seiichi (ed.), *Rakugo shōbai ōrai*, (Tokyo: Hakusuisha, 1995) 228–31.
- 20 Introductions remain an important part of Japanese social and business relations. Finding the right person to perform an introduction is essential, because the introducer has some responsibility over the success of the relationship between the parties he introduces, and they are obligated to the introducer for whatever benefits they gained from the introduction.
- 21 One contract in the Maruo collection was merely a fragment containing only the opening lines that identified the worker, so this “contract” provides no guarantor information and I have excluded it from the sample. “Hōkōnin ukejō no koto,” Fragment of a labor contract for Kihēi, (12/1806), Maruo Mitsu private collection no. 490–14, Tatsuno.
- 22 I included these workers in the sample, because I could get contract information from their letters, even though I do not have contracts for them.
- 23 Kodama Kōta et al. (eds), *Gaisetsu komonjo gaku: kinsei hen*, (Tokyo: Yoshikawa Kōbunkan, 1989) 301–2.
- 24 Mary Louise Nagata, “Headship and Succession in Early Modern Kyoto: The Role of Women,” *Continuity and Change* 19 (1), 2004.
- 25 Mary Louise Nagata, “Leaving the Village for Labor Migration in Early Modern Japan,” Franz van Poppel, Michel Oris and James Lee (eds), *The Road to Independence: Leaving Home in Eastern and Western Societies, 16th to 20th Centuries*, (Bern-Bruxelles: Peter Lang, 2003), 273–311.
- 26 I am greatly simplifying the story here, but the full tale of the Tokugawa rice tax has been examined and debated in many books. See for example, Iwahashi Masaru, “Tokugawa keizai no seido teki waku gumi,” Hayami Akira and Miyamoto Matao (eds), *Keizai shakai no seiritsu, 17–18 seiki*, vol. 1 of *Nihon keizai shi*, (Tokyo: Iwanami Shoten, 1988–1992), 85–128; other detailed explanations are given by Shinbo Hiroshi and Saitō Osamu (eds), *Kindai seichō no taidō*, vol. 2 of *Nihon keizai shi*, (Tokyo: Iwanami Shoten, 1989–1990). There are both negative and positive interpretations of the effect of the rice tax upon Tokugawa peasants. However, the labor analysis seems to support the more positive interpretations. Here, I am more interested in how the tax system influenced proto-industrial production, expansion and the labor market.
- 27 Shinbo Hiroshi and Saitō Osamu, “Gaisetsu,” Shinbo Hiroshi and Saitō Osamu (eds), *Kindai seichō no taidō*, (Tokyo: Iwanami Shoten 1989–1990) 4–66.
- 28 Ibid., 15.
- 29 Tsuji Tatsuya, “Politics in the Eighteenth Century,” 470.
- 30 Matsuura Akira, “Kinsei kōki ni okeru jinkō idō,” Kimiki Tetsuo and Matsuura Akira (eds), *Kindai ikōki ni okeru keizai hatten*, (Tokyo: Dōbunkan Shuppan Kabushiki Gaisha, 1987).
- 31 Yunoki Manabu, *Sake zukuri no rekishi*, (Tokyo: Yūzankaku Shuppan, 1987), 47–50.
- 32 Yagi Tetsuhiro, “Kinsei chūki no mura no seikatsu: nōson yojō rōdō wa dekasegi ni,” *Tatsuno-shi shi* vol. 2, ed. Tatsuno-shi Shi Hensan Senmon Iinkai (Tatsuno: Tatsuno City, 1981) 235–8.
- 33 Ibid.
- 34 Yagi, “Kinsei chūki no mura no seikatsu,” 235–8. Ogura, *Ōmi shōnin no keiei*, 28.
- 35 Ogura, *Ōmi shōnin no keiei*, 25–8.
- 36 Mary Louise Nagata, “Leaving the Village for Labor Migration”.
- 37 Provinces as geographical units and domains as political units did not always, or even usually, coincide as I discussed with regard to Tondabayashi. The relationship was often similar to that of geographical Samoa and the political entities of American Samoa and Western Samoa. See also Yagi Tetsuhiro, “Kinsei chūki no mura no seikatsu: nōson yojō rōdō wa dekasegi ni,” *Tatsuno-shi Shi Hensan Senmon Iinkai* (eds), *Tatsuno-shi shi* (Tatsuno, Hyōgo: Tatsuno City, 1981), II 235–8.
- 38 Yunoki, *Sake zukuri no rekishi*, 190–214.
- 39 Fukuyama Akira, “Kinsei Kawachi shuzōgyō no tenkai,” *Tondabayashi-shi kenkyū kyō* (1976) 4.
- 40 Kobata Atsushi, “Echizen no hōsho,” *Chūbu chihō*, vol. 5 of *Nihon sangyō shi taikai*, (ed.) Chihō Shi Kenkyū Kyōkai (Tokyo: Tōkyō Daigaku Shuppankai, 1960).
- 41 The Sugiyama family is a prime example of this activity. The Sugiyama house and brewery buildings remain standing and are open to the public. The house architecture includes paintings by famous artists on paper doors called *fusuma*, intricately carved lintels, tea rooms for the enjoyment

of the tea ceremony, and lacquerware beams as part of decorative alcoves called *tokonoma*. One Sugiyama daughter became a poetess and was equally skilled on the koto, the Japanese thirteen-stringed zither. Bunkazai Kenzōbutsu Hozon Gijutsu Kyōkai (ed.), *Kyū Sugiyama ke jūtaku shūri kōji hōkokusho*, 12–13.

- 42 One of the perks many merchant houses gave their employees when they received home leave was a bonus to use for sightseeing on the way. Ogura, *Ōmi shōnin no keiei*, 114–16.

6 Contract conditions

- 1 Aruga Kizaemon, *Ie: Nihon no kazoku*, (Tokyo: Shibundō, 1972–1981), 129. Ōtō Osamu, *Kinsei nōmin to ie, mura, kokka*, (Tokyo: Yoshikawa Kōbunkan, 1996), 56.
- 2 Aruga Kizaemon, *Ie: Nihon no kazoku*, 107–25.
- 3 Ōtō Osamu, *Kinsei nōmin to ie, mura, kokka*, 56–7. See also Thomas C. Smith, *The Agrarian Origins of Modern Japan*, (Stanford, CA: Stanford University Press, 1959).
- 4 Ishii Ryōsuke, *Shinpen Edo jidai manpitsu*, (Tokyo: Asahi Shinbunsha, 1979; 1988) 106–14. Okabe Bunzō *et al.*, *Kōriyama-shi shi*, vol. 2 (Kōriyama City, 1981) 289–92.
- 5 Ōsakaya Sanzaemon and Suzuya Shōbei, [to Sugiyama Zenzaemon], “Uke tori shōmon no koto,” Document of receipt, 11/1738, Sugiyama collection no. 62B, Kyoto University Museum, Kyoto.
- 6 Okabe Bunzō *et al.*, *Kōriyama-shi shi*, 289–92. Mary Louise Nagata, “Labor Migration, Family and Community in Early Modern Japan,” Pamela Sharpe (ed.), *Women, Gender and Labor Migration*, (London and New York: Routledge Press, 2001) 60–84.
- 7 Mary Louise Nagata, “Labor Migration, Family and Community in Early Modern Japan.”
- 8 Aruga Kizaemon, *Ie: Nihon no kazoku*, 107–25. Ōtō Osamu, *Kinsei nōmin to ie, mura, kokka*, 56–7.
- 9 Aruga Kizaemon, 107–25.
- 10 Kobata Atsushi, *Okamoto son shi*, (Imadatechō, Fukui: Okamoto Son Shi Kankōkai, 1956) 350–51.
- 11 “Kyūgin gengin hachijū monme tashika ni uketori, gokōgisama e sashi age mōsu tokoro jissō nari,” Kichitayu, Kyūbei and Yoshi, [to Seiuemon], “Hōkōnin ukejō no koto,” Labor contract, 12/12/1776, Mitamura collection no. I-283, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.
- 12 Kichitayu, Kyūbei and Yoshi, [to Seiuemon], “Hōkōnin ukejō no koto,” Labor contract, 12/1776, Mitamura collection no. I-283, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.
- 13 Tatsumiya Kōsuke and Nasuke, [to Izumiya Ichirōbei], “Hōkōnin ukejō no koto,” Labor contract, 3/1760, Okita collection no. BII-2, Kyoto City Library of Historical Documents.
- 14 Ogura Eiichirō, *Ōmi shōnin no keiei*, (Kyoto: Sanburaito Shuppan, 1988).
- 15 Aboshiya Shōbei, Matsushita Sōin and Sōsuke, [to Konishi Shin’uemon], “Hōkōnin ukejō no koto,” Labor contract, 9/1784, Konishi Breweries collection no. 6-2-7, Itami Shiritsu Hakubutuskan, Itami.
- 16 Chōbei *et al.*, [to Maruoya Magojirō], “Hōkōnin ukejō no koto,” Labor contract, 12/1747, Maruo Mitsu private collection no. 40-490-3, Tatsuno.
- 17 Umesuke, Seibe and Kensaburō, [to Ōmiya Kichibe], “Hōkōnin ukejō no koto,” Labor contract, 3/1717, Tanaka Kichitarō collection no. JII-1, Kyoto City Library of Historical Documents, Kyoto.
- 18 Kikyoya Seibe, Rudaya Zensuke, and Mokichi, [to Kanaya Yasube], “Hōkōnin ukejō no koto,” Labor contract, 9/1833, Noguchi collection no. 202, Kyoto City Library of Historical Documents, Kyoto.
- 19 Yodoya Shūzō, Takashimaya Yohei, and Shigejirō, [to Mugiya Shōuemon], “Hōkōnin ukejō no koto,” Labor contract, 8/1834, Nakaji collection no. 132, Kyoto City Library of Historical Documents, Kyoto.
- 20 Kajiya Kōsuke and Sanmonjiya Tsuru, [to Matsuya Denuemon], “Hōkōnin ukejō no koto,” Labor contract, 1/1840, Matsuya collection no. 135, Kyōto Furitsu Shiryōkan, Kyoto.
- 21 Bun’uemon, Hanji, and Yashichi, [to Seiuemon], “Hōkōnin ukejō no koto,” Labor contract, 12/1808, Mitamura collection no. I-285, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.

- 22 Matsushita Sōin, Aboshiya Shōbei, and Sōsuke, [to Konishi Shin'ueemon], "Tedai bōkō ukejō no koto," Skilled labor contract, 9/1784, Konishi Breweries collection no. 6–2–7, Itami Shiritsu Hakubutuskan, Itami.
- 23 Yamashiroya Yasusuke and Gihei, [to Fukui Sakuzaemon], "Hōkōnin ukejō no koto," Labor contract, 6/19/1825, Kyō Masu Za Fukui Sakuzaemon collection no. BI–26, Kyoto City Library of Historical Documents, Kyoto.
- 24 Ishidaya Kichibei, Matsuya Ihei and Hanjirō, [to Kōguya Hisaueemon], "Hōkōnin ukejō no koto," Labor contract, 9/1714, Kumagai collection no. 506, Kyoto City Library of Historical Documents, Kyoto.
- 25 Zaimokuya Risuke, [to Gohonke goshūjin sama] "Sashi age mōsu issatsu no koto," New branch contract, 9/1806, Hakutsuru Shuzō Kabushiki Gaisha Shashi Hensan Shitsu (ed.), *Hakutsuru komonjo shiryō shū*, (Kōbe: Hakutsuru Shuzō Kabushiki Gaisha, 1978) 360–61.
- 26 This particular analysis is strictly limited to the 326 labor contracts, with one excluded because it is a fragment that cannot show whether wage information was included or not. Since the number of contracts in the data sample varies greatly per decade, the exact numbers are less important than the relative weight between the "No wage" versus "Wage" columns.
- 27 The restored Sugiyama residence is open to the public and features door paintings by famous artists of the Kanō school, fancy carved and lacquered lintels between rooms, and other artistic structural elements. A Sugiyama daughter of the nineteenth century also became a popular poetess.
- 28 Shōbei and Ichī, [to Izutsuya O-Ume dono] "Issatsu," Letter of apology and payment, 2/1793, Kimura collection No B9, Kyoto City Library of Historical Documents, Kyoto.
- 29 Ogura, *Ōmi shōnin no keiei*, 106. See also Murai Masuo, "Toshi seikatsu no han'ei," *Seikatsu shi* vol. 2, Kimura Isono *et al.* (eds), (Tokyo: Yamakawa Shuppan, 1981) 248, 252–3.
- 30 Bun'ueemon *et al.* [to Seiueemon] "Hōkōnin ukejō no koto," Labor contract, 12/1808, Mitamura collection no. 1–285, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.
- 31 Kobata, *Okamoto son shi*, 332–65.
- 32 Kinbei *et al.* [to Seiueemon] "Hōkōnin ukejō no koto," Labor contract, 1/1727, Mitamura collection no. 291-V, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.
- 33 Ogura, *Ōmi shōnin no keiei*, 114.
- 34 Fruin, *Kikkoman: Company, Clan and Community*, 37–43.
- 35 See the Hakutsuru collection of published documents, *Hakutsuru komonjo: shiryō shū* (Kōbe: Hakutsuru Shuzō Kabushiki Gaisha, 1978), 363–9, as well as the *bekke* agreement to establish a branch business, in the appendix.
- 36 Nakano Takashi, *Shōka dōzokudan no kenkyū* (Tokyo: Miraisha 1981) 2: 482–5.
- 37 An older Japanese woman in Kyoto reminisced that her grandmother had been instructed to undergo such training before marrying her grandfather. She also frequently overheard her aunts discussing which shops were the best for gaining such training. Personal communication from Kiyoko Kuwabara, 11/1996.
- 38 I do not have any information in this respect regarding the casual laborers. If casual laborers received medical benefits, then this practice would have had consequences even more serious than those discussed in the next section.
- 39 Ogura, *Ōmi shōnin no keiei*, 113.
- 40 Kinosuke and Seihonya Yo'ueemon, [to Iyoya Mataueemon] "Hōkōnin ukejō no koto," Labor contract, 3/1860, Toyota collection no. 97, Kyoto City Library of Historical Documents, Kyoto.
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- 51 Tōki Eishin, [to Matsuya Den’uemon] “Issatsu no koto,” Acknowledgment of death, 8/1835, Matsuya collection no. 125, Kyōto Furitsu Shiryōkan, Kyoto.
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- 53 Hayami, “Rural Migration and Fertility,” 130–32.
- 54 Akira Hayami, “Population Changes,” Marius Jansen and Gilbert Rozman (eds), *Japan in Transition from Tokugawa to Meiji*, (Princeton: Princeton University Press, 1986), 315–17.
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- 56 Ishii Ryōsuke, *Shinpen Edo jidai manpitsu*, (Tokyo: Asahi Shinbunsha, 1979; 1988) 144–8.

7 Conflict and resolution

- 1 “On hōkō taisetsu ni ai tsutome sase mōsu beki sōrō.” Myōtoku *et al.*, [to Sugiyama Shigematsu] “Hōkōnin ukejō no koto,” Labor contract, 11/1752. Sugiyama collection no. 85, Kyōto Daigaku Hakubutsukan, Kyoto.
- 2 “Sukoshi mo on-nangi ai kake mōsu majiku sōrō.” Tambaya Yahei, Minōya Kichibei and Yonokichi, [to Kawachiya Rihei] “Hōkōnin ukejō no koto,” Labor contract, 4/1816, Mizutani collection no. B14, Kyoto City Library of Historical Documents, Kyoto.
- 3 Kichitayu and Kyūbei, [to Seiueemon] “Hōkōnin ukejō no koto,” Labor contract, 12/1776, Mitamura collection no. 1–283, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.
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- 5 Aboshiya Shōbei *et al.*, [to Konishi Shin’uemon] “Hōkōnin ukejō no koto,” Labor contract, 9/1784, Konishi collection no. 6–2–7, Itami Shiritsu Hakubutsukan, Itami.
- 6 Kisanji and Roku’uemon, [to Kanaya Yasubei] “Hōkōnin ukejō no koto,” Labor contract, 3/1776, Noguchi collection no. 289, Kyoto City Library of Historical Documents, Kyoto.
- 7 Wakasaya Denbei *et al.*, [to Hiranoya Yasubei] “Hōkōnin ukejō no koto,” Labor contract, 9/1832, Endō collection no. 666, Kyoto City Library of Historical Documents, Kyoto.
- 8 There are many other letters of this same type in the data sample. I chose Kasuke’s letter because the microfilm of the original was relatively more legible and easier to translate than some of the others.
- 9 Mugiya Hachibei *et al.*, [to Kanaya Yasubei] “Issatsu no koto,” Letter, 5/1823, Noguchi collection no. 282, Kyoto City Library of Historical Documents, Kyoto.
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- 22 Zenbei and Tori, [to Izutsuya Yasufusa dono] “Issatsu,” Letter requesting leave, 1/1796, Kimura collection no. B11, Kyoto City Library of Historical Documents, Kyoto.
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- 24 Ikezuya Kahei *et al.*, [to Hiranoya Yasaburō] “Hōkōnin ukejō no koto,” Labor contract, 10/1823, Endō collection no. 690, Kyoto City Library of Historical Documents, Kyoto.
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- 26 Zensuke, [to Sasaya Uhei dono] “Issatsu,” Letter of complaint, 5/10/1805, Kimura collection no. B21, Kyoto City Library of Historical Documents, Kyoto.
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- 28 Hiranoya Shinzō and Kisaburō, [to Zaimokuya Hikobei] “Hōkōnin ukejō no koto,” Labor contract, 8/1833, Akutagawa collection no. B7, Kyoto City Library of Historical Documents, Kyoto.
- 29 Hakutsuru (ed.), *Hakutsuru komonjo shiryō shū*, 363–9.
- 30 Magoichirō and Kichibei, [to Zaimokuya Jihei], “Hōkōnin ukejō no koto,” Labor contract, 11/16/1781, *Hakutsuru komonjo shiryō shū*, (Hakutsuru Shuzō Kabushiki Gaisha, 1978), 363.
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- 32 Zaimokuya Magoshichi, [to Gohonke Goshujin sama], “Sashi age mōsu issatsu,” Contract for branch establishment, 8/1798, *Hakutsuru komonjo shiryō shū*, 363–4.
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- 34 *Ibid.*, 365.
- 35 *Ibid.*, 365–6.
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- 37 Zaimokuya Risuke, [to Kashimaya Yosuke], “Year of the snake month 8 day 27,” Letter, 8/27/1809, *Hakutsuru komonjo shiryō shū*, 366.

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- 42 Kobata Atsushi, “Echizen no hōsho,” *Chūbu chihō*, vol. 5 of *Nihon sangyō shi taikai*, (ed.) Chihō Shi Kenkyū Kyōkai (Tokyo: Tōkyō Daigaku Shuppankai, 1960).
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- 4 The Eng-Smith hypothesis explains the low fertility and population of central Japan as the result of infanticide used to maintain a balance of the sexes and to relieve extra financial burdens from the family. Robert Y. Eng and Thomas C. Smith, “Peasant Families and Population Control in Eighteenth Century Japan,” Thomas Smith, *Native Sources of Japanese Industrialization, 1750–1920*, (Berkeley and Los Angeles: University of California Press, 1988), 103–32. Hayami Akira re-examined and refuted the hypothesis in his paper, “Sex Selective Infanticide: A Re-examination of the Eng-Smith Hypothesis,” presented to the IUSSP and Kyoto Conference for Japanese Studies, October 20, 1994, International Research Center for Japanese Studies, Kyoto.
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- 11 Chiyo Yonemura and Mary Louise Nagata, “Continuity, Solidarity, Family and Enterprise: What is an *Ie*?” Antoinette Fauve-Chamoux and Emiko Ochiai (eds), *House and the stem family in EurAsian Perspective, Proceedings of the C18 Session, Twelfth International Economic History Congress, Madrid, August 1998*, 193–214.
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- 13 *Ibid.*, 93.
- 14 E. Sydney Crawcour, “Industrialization and Technological Change, 1885–1920,” Peter Duus (ed.) *The Cambridge History of Japan: The Twentieth Century* 6 vols (Cambridge: Cambridge University Press, 1988), VI, 385–450, 414–21.
- 15 See for example Tamara Hareven’s study of the Nishijin weavers in contemporary Kyoto in Tamara Hareven, *Families, History, and Social Change: Life-Course and Cross-Cultural Perspectives*, (Boulder, CO: Westview Press, 2000), 235–60.

- 16 Andrew Gordon, *The Evolution of Labor Relations in Japan: Heavy Industry, 1853–1955*, (Cambridge, MA: Harvard University Press, Council on East Asian Studies, 1988) 43–6.
- 17 Koji Taira, “Factory labour and the industrial revolution in Japan,” *The Economic Emergence of Modern Japan*, Kozo Yamamura (ed.) (Cambridge: Cambridge University Press, 1997), 254–63.
- 18 *Ibid.*, 53.
- 19 *Ibid.*, 54–61.
- 20 *Ibid.*, 69.
- 21 See also Ronald Dore, *British Factory – Japanese Factory: The Origins of National Diversity in Industrial Relations*, (Berkeley and Los Angeles: University of California Press, 1973, 1990 edition).
- 22 Tamara Hareven, *The Silk Weavers of Kyoto: Family and Work in a Changing Traditional Industry*, (Berkeley and Los Angeles: University of California Press, 2002).
- 23 This point is also made in Thomas C. Smith, *The Agrarian Origins of Modern Japan*, (Stanford, CA: Stanford University Press, 1959), but deserves re-emphasis.
- 24 Yonemura and Nagata, “Continuity, Solidarity, Family and Enterprise: What is an *Ie*?”

Appendices

- 1 Ōmiya Tetsugorō *et al.*, [to Matsuya Den’uemon], “Hōkōnin ukejō no koto,” Labor contract, 9/1858, Matsuya collection no. 160, Kyōto Furitsu Shiryōkan, Kyōto.
- 2 The Jōdo Shinshū Buddhist sect is divided into ten sub-sects. Documents written during the Tokugawa period may refer to the specific sub-sect of Jōdo Shinshū, such as Higashi or Nishi Honganji, after the head temples of these two major sub-sects, or may just generally identify the entire group as “a member sect” or *monto shū*. This particular document uses the latter identification.
- 3 Ishikaya Kichibei *et al.*, [to Kōguya Hisa’uemon], “Hōkōnin ukejō no koto,” Labor contract, 9/1714, Kumagai collection no. 506, Kyoto City Library of Historical Documents, Kyoto.
- 4 The characters used for masterless warrior in this document are the homophone “jailed person”.
- 5 Umesuke *et al.*, [to Ōmiya Kichibei], “Hōkōnin ukejō no koto,” Labor contract, 3/1717, Tanaka Kichibei collection JII–1, Kyoto City Library of Historical Documents, Kyoto.
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- 9 Wakasaya Denbei, hyakushō Sukedaiyu, and Shinpachi, [to Hiranoya Yasaburō], “Hōkōnin ukejō no koto,” Labor contract, 9/1832, Endō collection no. 666, Kyoto City Library of Historical Documents.
- 10 Iketsuya Kahei, Hiranoya Ichibei and Shōhachi, [to Hiranoya Yasaburō], “Hōkōnin ukejō no koto,” Labor contract, 10/1823, Endō collection no. 690, Kyoto City Library of Historical Documents.
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- 15 Hōkōnin Shōshichi and ani Taheiji, [to Goshujinsama], “Issatsu no Koto,” Acknowledgment and apology, 3/1810, Kimura collection no. B31, Kyoto City Library of Historical Documents, Kyoto.
- 16 Ogasawara Tamon, [to Izutusuya Uhei], “Issatsu no Koto,” Certificate of guarantee, 2/1813, Kimura collection no. B35, Kyoto City Library of Historical Documents, Kyoto.
- 17 Ogasawara Tahei and Shōshichi a.k.a. Imadegawayaya Ihei, [to Izutusuya Uhei], “Issatsu,”

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- Certificate of guarantee, 8/1816, Kimura collection no. B41, Kyoto City Library of Historical Documents, Kyoto.
- 18 Obiya Muneshaburō *et al.*, [to Sasaya Uhei], “Issatsu,” Certificate of guarantee, 8/1816, Kimura collection no. B42, Kyoto City Library of Historical Documents, Kyoto.
- 19 Wakasaya Rihei deshi Zensuke, [to Sasaya Uhei], “Issatsu,” Complaint and agreement, 5/1805, Kimura collection no. B21, Kyoto City Library of Historical Documents, Kyoto.
- 20 Hachijūjima Han’uemon and Korenori, [to Mitamura Seiuemon], “Sashi Age Issatsu no Koto,” Note of thanks, 5/1795, Mitamura collection no. 291–1, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.
- 21 Shisuke, Kinbei and Kichizaemon, [to Mitamura Seiuemon], “Ukejō no koto,” Contract and debt agreement, 12/1727, Mitamura collection no. 291–5, Imadatechō Rekishi Minzoku Shiryōkan, Imadatechō.
- 22 Kitamura Kisuke and Tamekichi, [to Akutagawa Hikobei], “Issatsu,” Apology, 7/7/1812, Akutagawa collection no. B32, Kyoto City Library of Historical Documents, Kyoto.
- 23 *Jinshin* is a combination of the *jin* (*mizu no e*) ninth year of the ten-year cycle and the *shin* or year of the monkey in the twelve-year cycle. This combination repeats every sixty years. At the time this letter was written, the year was probably obvious to them, although it is no longer obvious to us. Another possible date is 1752, but that is outside the general range of documents in the Akutagawa collection. Sixteen *shu* of gold equals one *ryō*, or the approximate modern equivalent of one thousand US dollars.
- 24 Shōhachi *et al.*, [to Hiranoya Chōbei and Zenbei], “Issatsu no Koto,” Labor agreement, 10/1823, Endō collection no. 693, Kyoto City Library of Historical Documents, Kyoto.
- 25 Ichibei and Teikichi, [to the directors and elders], “Issatsu no Koto,” Request, 6/1834, Konishi collection no. 6–2–22, Itami Shiritsu Hakubutsukan, Itami.
- 26 Tahei, Han’uemon and Jihei, [to Konishi Shin’uemon and Edo shop Riuemon], “Soi issatsu no koto,” Additional agreement, 3/1808, Konishi collection no. 6–2–13, Itami Shiritsu Hakubutsukan, Itami.
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