



Western Merchants and the Meiji Transition: John Henry Duus at Treaty Port Hakodate

(Part Two 1868-89)

Steven Ivings
Kyoto University

Abstract

In the second of this two-part article I examine the business activities of John Henry Duus in the years after the Meiji Restoration. Duus was already an experienced treaty port trader by the Meiji Restoration of 1868 and from his base in Hakodate, where he also served as Danish consul, he played a role in facilitating trade between Hakodate and Chinese treaty ports. Duus' career in Japan spanned almost three decades including the transition from Tokugawa (Edo) to Meiji—Duus died in 1889, the year the Meiji constitution was promulgated. An examination of his activities utilizing fragments of his correspondence shows the opportunities and difficulties that Western merchants had to overcome as they sought to prosper in a turbulent era. Duus should have been well-placed to take advantage of the new opportunities that Meiji modernization presented, however, as this paper shows, Meiji reform efforts often disrupted Western commercial interests.

Introduction

The first part of this two-part article examined the activities of Anglo-Danish merchant John Henry Duus (hereafter simply Duus) at treaty port Hakodate in the late Tokugawa era. Though born in India and partially educated in Denmark, Duus had spent much of his youth in treaty port China. There he helped with his father's retail, trading and ship agency businesses in Hong Kong and Shanghai before entering the employ of a prominent British treaty port firm, Lindsay & Co. which sent Duus to Hakodate in 1861 as the company's agent. At Hakodate, Duus traded on behalf of Lindsay & Co. (until the firm folded in 1865-66) whilst cultivating his own business providing agency services to other China-based western trading houses, including Jardine Matheson & Co., and Chinese firms who sought direct access to Hakodate's marine products. Duus also sought to establish a direct export trade with Europe in raw silk but largely failed in this endeavor as it proved difficult to redirect to Hakodate a regular supply of this commodity, which had become concentrated on Yokohama. Though Hakodate's trade was small compared to Yokohama, Nagasaki, and later Kobe, Duus saw great potential in Hakodate on account of its proximity to the vast natural resources of Ezo (Hokkaido)—especially its timber, coal deposits and extensive fisheries. Duus had been

highly critical of the Tokugawa authorities' obstruction of business, which he blamed for the limited growth in Hakodate's foreign trade. Nevertheless, perhaps anticipating that the government's posture would eventually change and that he would be well-placed to benefit from it, Duus became settled in Hakodate and played a role in facilitating the export of Ezo marine produce such as kelp and abalone to Chinese treaty ports.¹

In this the second of this two-part article I explore the career of Duus, and to a lesser extent his brother Edward Hercules Duus (hereafter Edward), in the early Meiji period. In particular, I focus on the impact that the transition from the Tokugawa to the Meiji polity had on foreign trade at Hakodate and foreign merchants like Duus. Though the Meiji period is commonly understood as one in which Japan passed through a rapid modernization process, I argue that this was not necessarily to the immediate benefit of foreign merchants. Instead, foreign merchants like Duus found themselves chasing up broken contracts from domains that had been dissolved in the early Meiji years, and they continued to struggle to expand their business activities. As a foreign merchant familiar with the treaty port environment and with several years' experience trading in Japan, Duus would have been well-placed to take advantage of any new opportunities afforded by the new Meiji regime and its drive to colonize the sparsely populated island of Hokkaido to which Hakodate was the commercial gateway. Yet, as I show in what follows, Duus largely struggled in the Meiji period and ultimately failed to expand his business activities.

Danish Interests and Duus' Boshin Bonanza

Upon his arrival at Hakodate in 1861 the Anglo-Danish merchant Duus was registered as a British subject on account of his mother's background and his association with the British firm Lindsay & Co. Indeed, this was necessary because at the time Denmark had no treaty relationship with Japan and thus provided no access to Japanese treaty ports. However, the conclusion of a treaty between Japan and Denmark in January 1867 afforded Duus the opportunity to utilize his Danish background and from July 1867 onwards Duus became the Danish consul. The position of Danish consul was advantageous when compared with residence as a mere subject of Britain because it provided easier access to currency exchange, travel rights beyond the treaty port, and direct access to the local governor and thus the ability to pursue his own business interests and those of his Chinese associates via the Danish consulate at his own convenience.²

Hakodate had been off limits to Danish ships until the Danish-Japanese treaty, though it is possible that a Danish vessel entered port under another flag. With the treaty and the establishment of a Danish consulate in Duus' house this changed. The first Danish ship, *København*, entered port on the 2 September 1867 carrying 235 piculs of sugar valued at \$1,657 having come from Shanghai.³ Though it is not entirely certain, this ship was likely chartered by Duus and carried his brother Edward who would now reside in Hakodate. Though he would frequently travel to Shanghai on business, Edward was registered as resident of Hakodate from 1868 until the late 1870s where he assisted his brother's firm Duus & Co. The Duus brothers clearly anticipated greater opportunities following the Danish treaty and especially Duus' new consular post. On 16 November 1867, the *København* departed Hakodate for Shanghai with a somewhat typical Hakodate export cargo: \$18,886 worth of kelp, \$1,451 of abalone, \$780 of cuttlefish, and \$102 of

¹ Steven Ivings, "Western Merchants and Intra-Asian Trade: John Henry Duus at Treaty port Hakodate (Part One 1861-68)," *Shashi: The Journal of Japanese Business and Company History*, Vol. 6. No.1 (2021), 9-21.

² Nagashima Yōichi, "Zai-Hakodate Denmaaku ryōji J.H. dyuusū (1834-1889) ni tsuite no oboegaki," [Notes on the Danish consul at Hakodate, J. H. Duus (1834-1889)] *Chūkishi Kenkyū Hakodate* 20 (1994).

³ UK Parliamentary Papers, *Commercial Reports from Her Majesty's Consuls in China, Japan, and Siam 1866-68*, London (1868), 276.

deer horns.⁴ Though the cargo and its destination were typical, the *København*'s visit marked the official beginning of Danish trading activities at Hakodate.

In the next two years there were nineteen calls on port by Danish ships, many of them the same vessels calling multiple times.⁵ The names, consignees and cargoes of these vessels are not entirely clear, but what is certain is that this sudden flurry of activity was a direct response to a surge in demand for foreign shipping services and weaponry due the outbreak of the Boshin War. Following the resignation of Tokugawa Yoshinobu as shogun in November 1867, a period of political maneuvering culminated in a coalition of southwestern domains, led by Satsuma and Chōshū, seizing the person of the Emperor and declaring the restoration of Imperial rule in January 1868. This maneuver, now known as the Meiji Restoration, angered Tokugawa Yoshinobu and by the end of the month fighting had broken out between Tokugawa forces and the self-styled "Imperial" forces to the south of Kyoto. Swift victories followed for the Imperial side and over the course of 1868 the Imperial forces marched eastwards, securing Edo (Tokyo) by the end of June. By the end of November, the Imperial forces had effectively quashed the fierce resistance of northeastern domains, including Aizu. This was not, however, the end of the conflict. The Imperial side had taken possession of Hakodate in the summer of 1868, but remnants of the northeastern domains' forces and the Tokugawa navy, led by Enomoto Takeaki, stormed the northern treaty port and surrounding area in December 1868. This force remained in possession of Hakodate until June 1869 when they surrendered to the Imperial forces following intense fighting on land and at sea in what has become known as the Battle of Hakodate (*Hakodate sensō*).

Though the Boshin War was a relatively short and one-sided conflict, it provided a real opportunity for foreign merchants to make windfall profits in the sales of firearms and other war material, besides conveying troops to the battlefronts. Such activities of course came at considerable risk as the outcome of the conflict was uncertain and because they were forbidden by most of the treaty powers, who took a neutral position in the conflict. In practice many merchants simply ignored the notifications that forbid them from trading in war material or conveying troops. Profiteering was rife and Duus and his brother Edward were no exception to this.

Given the questionable nature of these activities the records of the transactions during the Boshin War are understandably fragmentary. Nevertheless, some hint of Duus' activities can be gleaned from the British consular reports. The British consul noted several Danish ships calling on Hakodate in September 1868 carrying coal from "Russian coal mines" (most likely from Sakhalin) on behalf of the Imperial authorities, and in October a Danish vessel made a trip to northern Ezo to "fetch down produce from the north." The *København* also brought British coal and other goods (perhaps firearms) to Hakodate from Shanghai.⁶ Though it is unclear who the consigner of this cargo was, it was likely to have been the Duus brothers.

A 256-ton schooner called *Aarhus* was also chartered several times by the Imperial forces in 1868 and 1869 with Duus brokering the charter contracts. In November 1868, the *Aarhus* was sent to Sado Island on the Japan Sea coast to convey 3,500-4,000 piculs of rice to Hakodate as the local supply was running low due to the disruption caused by the war.⁷ The British consular reports also record the *Aarhus* running between Hakodate, Aomori, Yokohama and the Japan Sea coast several times in February and March 1869 when Enomoto's forces occupied Hakodate.⁸ Given that the Imperial forces were gathering at Aomori in order to prepare for the campaign to retake

⁴ Ibid. In the reports the values are reported simply in dollars. It is unclear but most likely that this refers to Mexican silver dollars and/or other equivalent silver trade dollars which were widely used in treaty port trade.

⁵ UK Parliamentary Papers, Commercial Reports from Her Majesty's Consuls in China, Japan, and Siam 1866-68, London (1868), 266-271, 276; UK Parliamentary Papers, *Commercial Reports from Her Majesty's Consuls in China, Japan, and Siam 1869-70*, London (1870), 71.

⁶ British Consul at Hakodate (hereafter BCH), Records of the British Foreign Office FO262-146, No. 68, National Archives, London (hereafter RBFO).

⁷ Yoichi Nagashima, *De Dansk-Japanske Kulturelle Forbindelser 1600-1873*, (Copenhagen: Museum Tusulanums Forlag Københavns Universitet 2003), 345.

⁸ BCH, FO 262-168, No. 32, No. 49, RBFO.

Hakodate, it is likely that *Aarhus* was conveying supplies, troops and perhaps also intelligence to the Imperial side in these months. Edward was also known to have visited the Imperial forces in Aomori during these months, most likely having travelled on the *Aarhus*.⁹

This is not to say, however, that Duus only transacted with the Imperial side during the conflict. In addition to his duties as Danish consul at the time, Duus was also serving as the acting-consul for France and appeared to be involved with the French merchant Antoine Fabre in a deal to sell rifles to the Nanbu domain with silkworm eggs as payment. This deal came at a time (September 1868) when Nanbu was part of an alliance of northeastern domains that actively resisted the Imperial takeover. Indeed, Duus had also sold 500 rifles to Nanbu in June that year and brokered the sale of a ship to the same domain (covered in the next section).¹⁰ As Nanbu domain belatedly joined the Imperial side in the conflict, the damage to Duus' reputation in the eyes of the Imperial government as a result of these dealings was rather minimal. Yet, whilst the details are far from certain, it seems Duus was not averse to transacting with Enomoto's forces as they occupied Hakodate from December 1868 to June 1869. Duus was able to secure favorable land leases under Enomoto's short-lived regime, most likely in lieu of payment for military supplies.¹¹ In any case, the Boshin War had proven to be a bonanza for Duus as he was able to transact or provide agency services to both sides. Nevertheless, by the autumn of 1868 it was relatively clear that the Imperial side would be victorious and Duus appeared to favor them in his dealings. Having helped the Imperial side charter Danish vessels and secure key military supplies in the latter stages of the conflict, Duus and his brother Edward, now relocated to Hakodate, were probably optimistic about their prospects in the new Meiji era.

From Meiji Promise to Defaulting Domains

Though elsewhere in Japan the Meiji era really began in 1868, in Hakodate and the island of Ezo (renamed Hokkaido by the Meiji government) at least, the new era really began in earnest with the defeat of Enomoto's forces in June 1869. The Meiji government soon established the new and well-funded (at least compared to previous efforts) Hokkaido Colonization Bureau (Kaitakushi) which aimed to establish industry and agriculture in the sparsely populated island by promoting the inward migration of agricultural settlers, investing in infrastructure and new production facilities and surveying the island's natural resources with the help of highly paid foreign advisors.¹² Though the Kaitakushi would be fraught with controversy it did mark a sharp acceleration in Japanese efforts to solidify the island of Hokkaido as Japanese territory and mobilize its natural resources for the benefit of the empire. Though the Kaitakushi became centered on Sapporo, the effort to colonize Hokkaido inevitably brought great benefits to Hakodate which until the late Meiji period remained the commercial center or gateway to the island.

Duus had long been a critic of the Tokugawa authorities' attitude towards trade. He had bemoaned interference from officials and suspected that, despite the low tariffs established in the treaties, they were covertly levying taxes on trade through various fees and charges on Japanese merchants which in practice raised the prices paid for commodities by foreign merchants.¹³ In his efforts to cultivate a trade in silk at Hakodate, Duus had established contacts with other domains through which he formed the opinion that many of the other domains were more pro-trade than the Tokugawa. It is thus likely that Duus viewed the fall of the Tokugawa and establishment of an Imperial

⁹ BCH, FO 262-168, No. 45, RBFO.

¹⁰ Hakodateshishi Henshūkai, *Hakodateshishi tsūsetsuhen* 2, (Hakodate: Hakodate-shi, 1990), 231-233.

¹¹ Nagashima, "Zai-Hakodate Denmaaku ryōji".

¹² For a compact summary of this period, see: Tabata Hiroshi et al, *Hokkaidō no Rekishi*, (Tōkyō: Yamakawa Shuppan, 2000), 173-204.

¹³ For extensive coverage of Duus' complaints regarding trade during the late Tokugawa era see: Ivings, "Western Merchants and Intra-Asian Trade"

regime under the Meiji Emperor in positive terms even though his surviving correspondence does not comment directly on the political change.

Table 1 – Foreign Trade at Hakodate 1869-89 (Yen)¹⁴

Year	Exports		Imports	
	Total	Main Item (Kelp)	Total	Main Item
1869	452,997	319,558	2,247	1,035 (Sugar)
1870	400,774	271,216	2,995	1,943 (Sugar)
1871	434,053	332,230	19,632	9,457 (Sugar)
1872	338,946	166,904	8,360	5,050 (Machinery)
1873	437,537	259,541	17,147	3,545 (Sugar)
1874	265,089	152,186	16,080	7,200 (Raw Cotton)
1875	395,997	241,872	37,762	16,837 (Kerosene)
1876	473,835	330,431	20,084	8,786 (Raw Cotton)
1877	483,047	336,324	14,628	6,800 (Raw Cotton)
1878	722,299	460,760	13,334	3,600 (Coal)
1879	692,524	550,549	4,432	1,573 (Salted Fish)
1880	749,262	561,796	221,724	173,762 (Cutlery)
1881	843,628	645,080	128,273	111,290 (Cutlery)
1882	508,088	376,962	7,417	2,329 (Kerosene)
1883	436,750	229,564	4,378	1,344 (Misc. Foods)
1884	378,913	284,137	5,004	2,197 (Kerosene)
1885	684,898	472,240	6,765	4,591 (Kerosene)
1886	673,548	471,993	16,185	11,292 (Kerosene)
1887	735,477	441,373	11,422	8,614 (Kerosene)
1888	536,054	346,245	3,944	1,390 (Salted Fish)
1889	781,447	427,434	117,706	79,494 (Iron Pipes)

Source: Hakodateshishi Henshūkai, *Hakodateshishi tōkei shiryōhen* [Hakodate City History Historical Statistics Edition], (Hakodate: Hakodate-shi, 1987), 875-949.

The small foreign merchant community at Hakodate was keen to get involved in the exploitation of Hokkaido's natural resources. Hoping to take advantage of the goodwill Duus had created with the Meiji authorities during the later stages of the Boshin War, Duus made a proposal to the Japanese government to operate a lead mine near Ono village, a short distance from Hakodate.¹⁵ The lead mine had previously been operated by the Tokugawa

¹⁴ Please note that the source that this table is derived from gives values in yen (before 1871 in *ryō*) at current prices and thus does not account for shifts in the yen's real purchasing power over time. These figures should thus be treated only as indicative rather than definitive. As the real value of the yen declined over the period in the table, this further adds to the picture of weak trade. The author would like to thank an anonymous reviewer for pointing out the relative decline of the yen's value in this period.

¹⁵ Japan Center for Asian Historical Records, Ref.B11091674300, B-3-5-7-4, Diplomatic Archives of the Ministry of Foreign Affairs (DAMOFA).

authorities but had been dormant for a number of years having failed to return a profit.¹⁶ Duus' proposal, made in May 1871, was that he be allowed to manage the mine, export its output, recruit and house engineers and workers "without hinderance" from the local authorities for a period of twenty years after which the mine would revert back to the Japanese government. In return Duus offered a 10% royalty on sales plus first refusal to purchase any of the mines' output. In an effort to smooth the way for the acceptance of the proposal, Duus claimed he had already discussed it with the noble Higashikuze Michitomi, who had been a Director of Foreign Affairs and Director of the Kaitakushi. Nevertheless, the proposal was dismissed outright. Whilst the Meiji government appeared more eager than the Tokugawa to promote trade, they were not willing to expand the rights of foreigners beyond the immediate treaty ports. The exploitation of Hokkaido's mineral resources, though utilizing salaried foreign advisors and imported technology, would remain in Japanese hands. Duus' business activities thus remained limited to trade and associated services.

The mine proposal does, however, suggest that Duus' financial situation was relatively advantageous in the first few years of the Meiji era. Engaging in mining would require a considerable amount of capital both for setting up and operating the mine and then in financing the trade. That the Tokugawa had halted activities for several years because of poor results, meant that Duus could not assume instant returns from the site, whatever he thought the gains from foreign management would be. This indicates that Duus' trading activities must have been relatively steady at the time, even though Hakodate's trade remained fixed on the pattern of the Tokugawa era—exports of kelp and marine products dominating and little in terms of imports—and the overall volume of the trade grew little in the early Meiji period (see Table 1). Whilst the pattern of trade remained the same and fluctuated according to the availability of kelp to export to China, early Meiji reforms began to disrupt Duus' transactions with domains and Japanese merchants.

Indeed, even before the Meiji reforms had gotten into full swing, the initial post-Boshin War political settlement caused some disruption to outstanding transactions. Given its proximity to the northeast, many northeastern domains had maintained a presence at Hakodate during the late Tokugawa era as they had been tasked with defending Ezo. Hakodate's foreign merchants naturally sought to do business with them. As many of these domains initially resisted the Meiji Restoration, they were punished in the aftermath of the Boshin War with reductions in the size of their domains, or, as in the case of Aizu, relocated to marginal land and renamed—Aizu became Tonami domain.¹⁷ If these domains were not already financially ruined by the Boshin War itself, with their economic base greatly reduced in the postwar settlement, the ability of northeastern domains to fulfil outstanding contracts with foreign merchants was greatly diminished.

In one such case, already alluded to above, Duus had engaged in several transactions with Nanbu domain in 1868 during the Boshin War. He had done business with them prior to this and thus the deal, though risky given the context, was based on a previously established relationship of mutual trust. Yet even before the Boshin War had ended, Duus began to chase the claim via the Danish Minister to Japan based in Yokohama as it was clear that Nanbu would have difficulty fulfilling the contract. Though the details on the case are scant, what is clear is that Duus had sold a steamship to Nanbu, which was subsequently seized by the Imperial forces during the war, and he had also advanced 25,000 ryō to the Nanbu domain to secure produce (most likely raw silk) with 9,182 ryō still outstanding when the claim was lodged. Upon the repayment of the money, a nine-year contract with Nanbu, presumably for raw silk, was

¹⁶ The mine, usually referred to as Ichinowatari mine, was often visited by visiting foreign ministers or consuls in the 1860s including Rutherford Alcock who noted the "primitive" methods used to exploit the mine. The British merchant Thomas Blakiston described them in more detail noting that the Bakufu had briefly employed American experts to visit the site and survey it. However, as Blakiston noted "these Ichi-no-watari lead mines were soon after that abandoned, owing to the very small yield (66 tons in three years) which they afforded notwithstanding the amount of labour employed." Rutherford Alcock, *The Capital of the Tycoon: A Narrative of a Three Years' Residence in Japan*, (New York: The Bradley Company, 1863), 244. Thomas Wright Blakiston, *Japan in Yezo*, (Yokohama: Japan Gazette, 1883), 62.

¹⁷ Hoshi Ryōichi, *Aizuhan Tonami e* (Tōkyō: Sanshūsha, 2009).

supposed to come into force, but this arrangement could not be fulfilled according to “Nanbu officers [because] the country having been taken away from their Prince they would probably be unable to pay.”¹⁸

The decision of the Meiji government to punish Nanbu domain for their initial resistance by reducing their landholdings put Duus’ transactions with the domain in jeopardy. Presumably, from the Meiji government’s perspective there was little sympathy to be had for a foreign merchant who had voluntarily taken on a risk with one of its enemies. Duus nevertheless sought to hold the Meiji government accountable for the debt. Not only did Duus pursue the outstanding money, he also claimed that 10,000 *ryō* was still due on the steamer, plus the expenses with interest (3,000 *ryō*) he incurred on the ship while awaiting the handover of the vessel.¹⁹ As Imperial forces had seized the ship, Duus felt the Meiji government was liable for these fees. The ultimate outcome of this case is uncertain, but it rumbled on for several years, Duus withholding ground rent payments in protest.²⁰ The Japanese government did pay up on several instances of domanical debt to foreign merchants,²¹ but there were also many cases where they avoided any responsibility. In this case, the Japanese government argued that the “the agreements in question had been entered into by Mr. Duus with merchants only,” and thus the domain itself (let alone the Meiji government) was not responsible for fulfilling the contract. The Danish Consul General pursued Duus’ claim with the argument that the names on the contract were “officers” of Nanbu domain and that “the steamer was bought by the Nanbu officers for the purpose of facilitating the transport of the cargo contracted by Mr. Duus.”²² Yet identifying just who was responsible for this contract was a question that found no answer as the case continued at least into the late 1870s.

Holding the Nanbu domain responsible for the contract was especially complicated by a major political reform in September 1871 in which all domains were dissolved and prefectures with new borders established in their place (*haihan chiken*). This reform was an important step towards centralizing political power in Japan by dismantling long-standing regional power bases. The abolition of domains was a reform that was generally welcomed by foreigners in Japan as is apparent in the positive coverage in the English language treaty port press.²³ However, this reform immediately complicated the outstanding contracts that foreign merchants held with the now defunct domains. The Duus brothers also found themselves chasing down such contracts. In one such case, a contract with the Tonami domain—the former Aizu domain relocated to marginal lands in Shimokita and Sannohe—was broken and then proved difficult to enforce. The contract, dated October 1870, entailed an exchange of 150,000 cutties of Chinese rice imported by the Duus brothers for 2,550 *koku* of “large beans” from Tonami, with the produce to be shipped to and from Tonami at the domain’s own expense and arrangement. As the contract does not appear to have involved any advance money being paid on either side, this was essentially a barter trade.²⁴ This arrangement probably suited both parties as the Tonami domain officers involved in the deal were short of capital given the domain’s poor economic situation (hence the need to import cheap rice from China), while for the Duus brothers, barter meant they could avoid the risk of advancing money to a domain with limited economic means. Should the Tonami domain prove unable to fulfil the contract, the Duus brothers could still sell the rice in Hakodate where demand was reasonably robust given that Hokkaido at the time was not a rice producing region.

The deal collapsed, however, in an unexpected way. The Chinese rice was duly delivered and placed in the storehouse of a local Japanese merchant according to contract, but soon after it “was forcibly taken possession [of] by

¹⁸ Hakodate kyoryū Denmāku kokujin dyūsu yori Morioka-han e uriwatashitaru kisen hyūkan-gō seifu ni oitte sashiosae ni tsuki zankin daishō seikyū ikken, 4.1.3.1., 200-014508, DAMOFA

¹⁹ Ibid.

²⁰ See several of the letters in the Duus Correspondence, available in the Northern Studies Collection of Hokkaido University, <https://www2.lib.hokudai.ac.jp/hoppodb/>

²¹ For a breakdown of the foreign debt of domains that was assumed by the Ministry of Finance, see: Anne Walthall, “Shipwreck! Akita’s Local Initiative, Japan’s Foreign Debt, 1869-72,” *The Journal of Japanese Studies* 39.2 (2013), 278.

²² Hakodate kyoryū Denmāku kokujin dyūsu yori Morioka-han, DAMOFA

²³ *Japan Weekly Mail* (JWM), “The Abolition of the Feudal System in Japan”, 14 October 1871.

²⁴ Hakodate kyoryū Denmāku kokujin dyūsu yori kyū Tonami-han Kawasaki Shōnosuke hoka ni-mei e kakawaru Kanton-mai daizu bōeki iyaku ikken, 4.1.3.62, 200-014612, DAMOFA.

Mr. Blakiston, a British merchant,” on account of an outstanding debt that Tonami domain owed him. Unable to access the rice they had contracted for, the Tonami officers in the deal were faced with “a considerable loss,” rendering them unable to purchase and ship the 2,550 *koku* of beans from Hakodate.²⁵ Though they took the case to the Hakodate court it was to no avail. One of the signees from Tonami domain, Shiba Taichirō, who incidentally was the brother of Shiba Gorō, a prominent military officer and general in the late Meiji period who was imprisoned until 1876.²⁶ The other Tonami signee was Kawasaki Shōnosuke, the first husband of Yamamoto Yae, famed for her involvement in the defense of Aizu castle during the Boshin War and later for her work as a nurse and educator.²⁷ According to the documents on the case available at the Diplomatic Archive of the Ministry of Foreign Affairs, Kawasaki fell ill in Tokyo before the court case could be heard and after a long battle with illness he died on 20 March 1876.²⁸

The imprisonment and death of the main signees was of course a major impediment to the Duus brothers’ efforts to have the contract fulfilled or to claim compensation. The Meiji government’s abolition of the domains the year after the deal collapsed complicated things further as Tonami domain now a defunct entity. In response to this, the Duus brothers shifted the focus of their claim to the Japanese government, arguing that the governor of Hakodate at the time had shown “negligence” in delaying the investigation of the case and then also blamed the central government for further delaying it in subsequent years. The case was finally dismissed by the Japanese government in 1877 without any compensation.²⁹ Despite their previous pledge on domainial debts when dissolving the domains in 1871, the Japanese government was able to sidestep any responsibility by claiming that the signees on the contract were not authorized by the domain and were thus acting privately and for their own benefit. It is most likely, however, that both Kawasaki and Shiba were authorized and acting on behalf of the Tonami domain given their personal backgrounds and that the famine-like economic conditions in Tonami necessitated the large import of Chinese rice.³⁰ Edward was thus probably correct when he suspected that Shiba and Kawasaki were simply taking the blame so as to “save his Han [domain] from liability.” The Meiji government was likely well aware of this and thus used the situation to put forward what Edward called “the usual shuffling arguments” so that the government itself could escape liability.³¹ The Duus’ brothers’ claims were to no avail and they simply had to swallow another loss.

Given that the Tonami and Nanbu domains were on the losing side of the Boshin War, or in Nanbu’s case partially at least, it could be said that Duus was taking unnecessary risks in transacting with these domains. However, his letters to the Kaitakushi show that Duus also ran into difficulty in contracts with the leading domains in the Meiji Restoration. A claim against the Chōshū domain’s trading company regarding a deal for abalone and iriko (dried baby sardines or anchovies), for example, was long ignored by the authorities.³² Given the volatile political situation and reforms, enforcing contracts in the early Meiji era was fraught with difficulty, even for a Danish consul.

Chasing Broken Contracts

Important political reforms such as the abolition of the domains caused problems for foreign merchants who had until then successfully performed such transactions. But reforms in other areas had a major impact on business, too. In the case of Hakodate, where trade was based overwhelmingly on the export of Hokkaido’s marine products,

²⁵ Ibid.

²⁶ Ishimitsu Mahito ed. (trans. Teruko Craig), *Remembering Aizu: The Testament of Shiba Gorō*, (Honolulu: University of Hawai‘i Press, 1999), 137.

²⁷ Yae Yamamoto’s life was serialized in a year-long drama series (Taiga Drama) by the Japanese national broadcaster, NHK, in 2013.

²⁸ Hakodate kyoryū Denmāku kokujin dyūsu yori kyū Tonami-han, DAMOFA.

²⁹ Ibid.

³⁰ Ishimitsu, *Remembering Aizu*, 90-99.

³¹ Hakodate kyoryū Denmāku kokujin dyūsu yori kyū Tonami-han, DAMOFA.

³² Duus Correspondence, letters dated October 1870; 6 January 1874.

stop-start Meiji reforms to Hokkaido's fisheries had a negative impact on business. With the Kaitakushi in place, the Meiji government sought to shift the emphasis of Hokkaido's development away from the coasts and initially sought to dismantle the existing fishery system in Hokkaido. In the Tokugawa era, fishing areas were leased by the Matsumae domain, and later other domains responsible for Hokkaido's defense, to specific fishery operators who then organized the fisheries, employed migratory laborers or local Ainu, and then delivered produce to specific wholesalers in towns like Hakodate, Esashi and Matsumae. This system was known as the *basho ukeoisei*, or contract fishery system, and though the Kaitakushi initially sought to abolish it, they were soon met with strong opposition from established fishery operators. Efforts to raise taxes on the fisheries to finance agricultural colonization were also met with violent protest and a reshuffling or "partition" of the areas controlled by various domains followed soon by the abolition of such domains caused chaos in the management of the fisheries.³³ As Table 1 shows, the years 1869 to 1875 were characterized by a weak and volatile export trade. The result was that many long-established Japanese merchant houses such as the Takadaya failed.³⁴

An indication of the commercial disruption evident in the early Meiji years can be seen in an 1873 list of Japanese merchants who specialized in brokering foreign trade (*ijin nakagai*). This list included not a single name that could be found on similar lists a decade earlier. This was the result of some graduating from the ranks of broker and becoming major merchants in their own right, Yanagida Tōkichi and Watanabe Kumashirō for example, but for the majority it was the result of the volatile commercial environment in the late 1860s and early 1870s.³⁵ For foreign merchants like Duus, this instability in brokerage and the chaotic nature of reform in the Hokkaido fisheries caused considerable disruption to their businesses. As fisheries changed hands so frequently, the risk involved in forwarding large funds to Japanese merchants so as to secure a supply of next season's kelp for export to China was far greater. Perhaps inevitably many contracts in these years went unfulfilled or were severely delayed. The years 1873 and 1874 in particular have left many letters from Duus to the local office of the Kaitakushi in which he was chasing down broken contracts for kelp, abalone, cuttlefish and/or iriko, or was seeking to recover funds forwarded for such items. These disputes are too numerous to discuss in full but instead I have summarized their contents in Table 2 below.

Table 2 – Duus & Co.'s Disputes with Japanese Merchants at Hakodate in 1873-74

Name of Merchant(s)	Dates of Letters (year/month/day) & Summary
Abe & Yoshimura	1873-6-2 – Dispute settled as Abe pays 400 ryō, Duus excuses the remaining 100 ryō owed.
Chōshū Trading Co.	1874-1-6 – Duus requests to know if the government is pursuing his claim.
Fugase	1874-3-17 – Contract made by Chinese firm associated with Duus (written as "Dojunwa-go", probably Japanese name of 東順和号 Dongshunhe-hao) for kelp. The quality of the produce is disputed and Duus will ask British merchants Porter and Albinson to inspect the produce. Duus says "it is not possible for me to compel Dojunwa-go to accept bad cargo." 1874-3-30 - Requests 200 ryō owed Duus, makes clear that this money is separate from money owed to the Chinese firm above.
Hirataya	1873-12-3 – Settled in Hakodate court, requests balance owed be paid.
Hoshino	1873-9-12 – Requests answer about Hoshino claim. 1873-9-17 – Sends duplicates for the claim involving Hoshino.

³³ JMW, "The Partition of Yezo," 29 January 1870; "Notes of the Week," 26 July 1873. Page?

³⁴ By 1888 only 6 among the 21 most prominent merchant houses in Hakodate had been involved fishery contractors (*basho ukeoinin*) or officially recognized dealers (*okinokuchi tonya*) during the preceding Tokugawa period. Hakodateshishi Henshūkai, *Hakodateshishi tsūsetsuhen*, 704-708.

³⁵ Hakodateshishi Henshūkai, *Hakodateshishi tsūsetsuhen*, 733-735.

	<p>1873-10-13 – Protests that Hoshino will be made bankrupt given outstanding claims.</p> <p>1873-10-17 – Protests Hoshino being made bankrupt. The reason for this is the rights he obtained in the “Horogemee Basho [fishery] by the express sanction of the government and the holding of which rights enabled him to enter into contracts for seaweed having been arbitrarily taken away from him by government after he had entered into the contract.” Duus stresses that “instead of Hoshino [...] being declared a bankrupt that the present holder of the above Basho be compelled to take over and fulfil the contract. When the Basho was taken over the liabilities of the Basho, as a matter of course, went with it.”</p> <p>1874-7-15 – This letter hints that Hoshino has been made bankrupt as Duus has been offered his house. Duus declines the offer as it does not include land rights.</p>
Ikura & Nagasawa	1874-4-10 – Claim on cuttlefish contract involving merchants from Matsumae district.
Kanesho	<p>1874-1-10 – Duus contracted for 195 boxes of kelp but has only received 45 boxes at present. Duus claims 600 ryō in damages and declines receiving further deliveries.</p> <p>1874-1-20 – Demands delivery of 125 boxes (62.5 piculs) of kelp so that they can be shipped to Shanghai immediately.</p> <p>1874-2-10 – Requests 99 ryō owed for imported flour.</p> <p>1874-2-12 – Asking for payment for the broken kelp contract above.</p> <p>1874-4-9 – Presses claim for 200 ryō against Kanesho who Duus accuses of lying.</p> <p>1874-4-10 – Received 50 ryō from Kanesho as first instalment on money owed, agreement on schedule for further payments agreed.</p>
Kumamoto	<p>1874-4-29 – Informs that 300 ryō has been paid to “my Chinaman” and requests that a Kumamoto employee travel to Esashi to recover the balance.</p> <p>1874-5-5 – Requests that the balance due a Chinese associate be paid.</p>
Jasoko	<p>1874-1-10 – Requests money due.</p> <p>1874-3-7 – Requests that Jasoko’s (cake shop owner) account be settled by Monday.</p> <p>1874-4-9 – Requests 170 ryō due and that if he cannot pay he be made bankrupt.</p>
Marushichi	<p>1874-1-23 – Requests the authorities collect 600 ryō for iriko contract which Duus expects will be broken. The produce is being stored in a local godown and Duus suspects it will be sold to someone else and asks that the authorities stop Marushichi from “selling the iriko to anyone until the matter is settled.”</p> <p>1874-3-19 – Marushichi had ordered Tamaki (both merchants from Esashi) to deliver to Duus (on behalf of a Chinese named “Ajouck”) 20 piculs of iriko but Tamaki did not do so.</p> <p>1874-3-28 – Requests that Mr Bamaro (Chinese or Japanese staff perhaps) be permitted to go to Esashi regarding Marushichi contract.</p>
Nankinya	<p>1873-8-19 – Requests payment of money owed.</p> <p>1873-11-22 – Agreement to pay 50 ryō now, and remaining 100 ryō in two installments in following two years.</p>
Niiyama	<p>1873-6-16 – 220 ryō owed to Duus.</p> <p>1873-6-26 – Duus hands in promissory note from Niiyama for 220 ryō.</p>
Nishikawa & Tsujiyama	1874-2-2 – Requests auction of Tsujiyama’s fishing tools at the Akkeshi fishery to recover debt owed Duus.
Ogashi	1873-7-18 – Former Akita domain officer yet to repay loan (amount not stated).
Sahei	1874-2-12 – Claim for 1,339 ryō.

Sano	1873-10-31 – Claims Sano (connected with Chōshū Trading Co.) is about to abscond without fulfilling contract for 300 piculs of abalone and iriko.
Satō	1873-6-16 – Received 620 ryō but still owed 1,144 ryō plus interest.
Takadaya	1873-7-26 – Says Takadaya has broken contract by “selling and delivering to other Chinese firm” kelp due to be delivered to Duus who now claims a 1,000 ryō fine and the bargain money. 1873-8-8 – Requests Takadaya to deliver all the kelp as Duus wishes to send it aboard a ship called <i>Ariel</i> . 1873-8-30 – Requests that Takadaya deliver the remaining 172 boxes of kelp, 828 boxes out of 1,000 boxes have been delivered so far. 1873-9-17 – Asks that a court of inquiry be held to settle Duus’ claim against Takadaya for breach of contract for kelp. Duus claims 1,000 ryō in damages and the balance of kelp. 1874-5-4 – Duus requests that \$4,500 and interest owed by Takadaya be paid to Blakiston (in his absence) and if he cannot pay that “all the property” be handed over instead.
Tamabayashi	1873-7-2 – Confirms the amount owed (\$472). 1874-3-10 – Requests the above be paid and that Tamabayashi’s junk and its inventory be handed over to Duus as security. 1874-3-28 – Settled as debt is recovered.
Tomitarō	1873-5-19 – Dispute settled.
Yamadaya	1873-6-2 – Duus had agreed to wait until the 6th month for payment from Yamadaya and now requests payment. 1873-6-17 – Wants to know if the Yamada will be settled as he wants to inform Shanghai about it. “I do not want to hear any more lies from the man.” 1873-7-3 – Duus is willing to wait for payment from Yamadaya until September or December this year.
Yamaichi	1874-3-16 – Assessments of quality of kelp stored in Yamaichi’s godown conducted by Albinson and Porter at the request of Duus. They find the boxes contain “inferior” products “much mixed with sand”. They conclude it was “fraudulently packed.”
Yamakōno	1874-5-4 – Yamakōno has a claim against “my Chinese” for 1500 ryō, but Duus also says the said Chinese has a counter claim against Yamakōno for 1,800 ryō. Duus requests the cases be delayed until after he returns from Yokohama.
Yokoyama	1874-1-29 – Agrees to allow Yokoyama to go to Esashi “to collect the money”, unclear if this is for a broken contract. 1874-2-24 – Asks if there has been any news about Yokoyama returning with the money (600 ryō) and to please “hurry up this affair.”

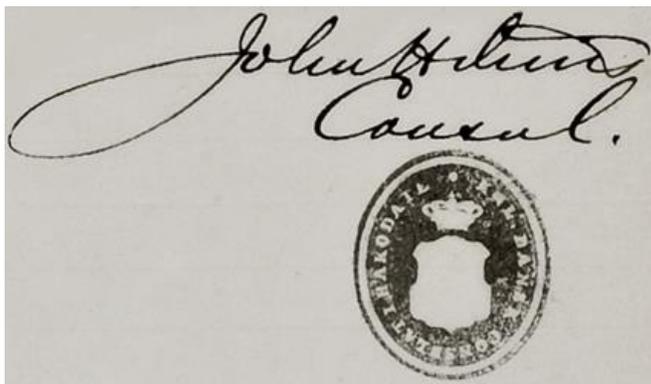
Source: Duus Correspondence, available in the Northern Studies Collection of Hokkaido University,
<https://www2.lib.hokudai.ac.jp/hoppodb/>

Note: The names are as they appear in the letters but in some cases have been revised to a more accurate romanization if the name was easily identifiable. All currency quoted above are as they appear in the correspondence.

Before appraising what can be understood from the collection of letters summarized in Table 2, it is first worth noting the limitations of these documents. For the most part the letters in the collection include only those sent by Duus or his brother Edward, and the responses of the Kaitakushi have proven difficult to locate. Like with so many

small-scale traders an archive for Duus & Co. does not exist, and even if the firm did maintain such an archive of its transactions it was likely destroyed in an 1879 fire that affected Duus greatly. The result is that this presents a rather one-sided version of events and it is likely that Duus & Co. omitted inconvenient information from such correspondence so as to strengthen their claims. Another limitation is that they tend to be short and provide little background information on the claims being made. Some letters even fail to mention the goods, their value, or the amount of money being claimed. In this way they contain several inconsistencies that does not really open them up to systematic quantitative analysis. Instead they provide hints to typical patterns of business, including the financial and geographical scale of transactions and the types of commodities transacted. They also hint at what caused disputes, how cases of non-fulfilment were pursued, and what outcomes were typical. In the absence of company histories and archives, such hints are all we have to understand how trade was conducted at the micro-level in nineteenth century treaty ports.

Figure 1 – Signature of John H. Duus accompanied by Danish Consular Seal. Source: Duus Correspondence, available in the Northern Studies Collection of Hokkaido University, <https://www2.lib.hokudai.ac.jp/hoppodb/>



With these limitations in mind a few general points can be made about Duus & Co.'s business activities as presented in Table 2. Firstly, it is evident that Duus used the Danish consulate to represent his own firm and push his claims. Almost all of the letters were addressed to the “Royal Danish Consulate” and indeed many were signed by Duus accompanied by “consul” or stamped with a Danish consular seal (Figure 1). As already discussed previously the position of consul was advantageous to business and thus it is hardly surprising that Duus used the office to add weight to his individual business claims. Such practices were common in the minor treaty ports and at Hakodate Duus was certainly not the only merchant consul who used an official position to pursue his business interests.³⁶ Nevertheless, the letters also show that despite Duus’ position as consul, it often took time for claims to be settled or heard. Several months, even years, of delay was the norm in such disputes and many of the outcomes to the incidents listed in Table 2 are simply unknown. The frustration of such delays was clear when Duus publicly expressed his opinion that dispute resolution had become even more ineffective in the early Meiji period. Speaking under oath as an assessor in a case against Blakiston heard at the British Consular Court in 1873, he stated that “in the time of the Taikun [Tokugawa Shogun], the government authorities attended better to complaints than they do now.”³⁷

³⁶ For an example of the use of a consular post to further individual business interests, see: Steven Ivings and Rashaad Eshack, “In the Black Ships’ Wake: Early American Enterprise at Treaty Port Hakodate,” *Pacific Historical Review* (forthcoming).

³⁷ BCH, FO 262-244, No. 19, RBFO.

Secondly, the disputes presented in Table 2 also show that Duus & Co. were heavily involved in Hokkaido fisheries. It was not the case that they simply purchased and then exported produce that was brought to Hakodate, rather they were involved in forwarding funds (loans or bargain money) to fishery operators or middlemen so as to secure a reliable supply of marine products in the next season. By providing credit to such operators or brokers, Duus & Co. were taking a greater risk than simply making spot transactions in port. They were also playing an important role in economic activity far beyond the treaty port in providing both a customer (in foreign markets) for produce and also credit to producers. In the changeable circumstances of the early Meiji period, with reforms to currency, administrative divisions, colonization policy, and fishery licenses, etc., this was a particularly risky time to be forwarding large funds. The instability in fishery policy in particular complicated such transactions. Though Duus clearly hoped that fishery licensing rights could be used as collateral to recover debts or that the liabilities attached to a fishery would be automatically transferred to the next operator if the fishery rights changed hands, this proved to be a somewhat naïve assumption. The Hoshino dispute in Table 2 in particular is indicative of this.

A third point of note is the scale and scope of these transactions. From the correspondence it is clear that the level of financing varied somewhat. Most transactions were between 200 and 600 *ryō*, but a few exceeded 1,000 *ryō* (note that though *ryō* had been replaced with yen by that point, Duus and others still continued to use the old name). These were not huge transactions by any means but nor were they insignificant, especially for an individual small firm like Duus & Co. in a capital-scarce region like Hokkaido—one *ryō* was essentially equivalent to a third of a *koku*, a measurement essentially equivalent to the amount of rice a person needed to survive for a year.³⁸ Just how Duus & Co. financed these transactions is unclear though it is likely that the firm had access to credit via contacts with foreign and Chinese firms based in Chinese treaty ports.

Whilst the scale of finance varied by transaction, the type of products showed little variation. Exports of kelp, abalone, iriko and cuttlefish were dominant, and there were very few cases of imports—one for flour (Kansho) and perhaps one other case (Jasoko). The table also hints at the geographic scope of these transactions, which extended far beyond Hakodate. Though Duus & Co. was based in the treaty port and was not directly involved in the fisheries, the firm transacted with and injected funds as bargain money into fisheries in other important Hokkaido ports such as Esashi and Matsumae, as well as more remote and marginal settlements such as Akkeshi in the far east of Hokkaido. There were probably more areas where Duus & Co.'s capital reached that are not stated in the correspondence.

A fourth point of note from the disputes is that opportunism was clearly a problem in the trade. There are instances which suggest that Japanese merchants having contracted for goods and received bargain money so as to procure them, later sought to break contracts (non-delivery) in order to get a better price when one could be obtained from another buyer. The disputes involving Marushichi and Takadaya are indicative of this. Additionally, there were cases in which merchants tried to fraudulently pack produce, concealing poor quality produce by packing it underneath a layer of higher quality produce and/or mixing it with sand so as to add weight and thus increase price. The cases of Yamaichi and Fugase are suggestive of this kind of practice.

The correspondence unsurprisingly puts the blame for non-fulfillment on the Japanese side of these transactions, however, opportunism was also possible by firms like Duus & Co., who may have questioned the quality of produce so as to bargain for a lower price or as a method by which to reject paying the remainder (balance) of a contract if the current price in China was depressed. This kind of opportunism had always existed to a certain extent but what seems clear is that it became more common in the early Meiji period as the commercial situation in Hokkaido

³⁸ Disaggregating the various currencies and monies across the Meiji and Tokugawa divide is a notoriously difficult task. Here I have used Table 4 in the appendix of Simon Partner, *The Merchant's Tale*, (New York: Columbia University Press, 2018).

Readers who would like more detail on the complexities of Japanese currency at the time would do well to consult the following: E. S. Cawcour and Kozo Yamamura, "The Tokugawa Monetary System: 1787-1868", *Economic Development and Cultural Change* 18, No. 4 (1970), 489-518; Simon James Bytheway and Martha Chaiklin, "Reconsidering the Yokohama "Gold Rush" of 1859", *Journal of World History* 27, No. 2 (2016), 281-301.

was disrupted by the reform of the fisheries and abolition of the monopoly system characteristic of the late Tokugawa era in which a limited number of designated merchants or wholesalers (*tonya*) dealt in specific goods. The monopoly system had its problems, but the firms involved on both sides of the transaction recognized each other's bargaining power and in order to foster repeat contracts they tended to fulfil existing ones and guard their reputation rather than seek short-term gains through fraudulent or opportunistic practices. In the early Meiji years, as the rights to the fisheries and management of Hokkaido's sub-regions were reshuffled and as new entrants joined the market, a chaotic situation emerged that encouraged opportunism. It would take several years before industrial and trade associations would stamp out such practices.

Representing Chinese Firms

In addition to the points raised above, many of the letters from Duus to the Kaitakushi in Table 2 also reveal the extent to which his business activities were connected with Chinese firms at Hakodate. Other letters among his correspondence not included in Table 2 include requests for permits for Chinese "staff" to travel to other ports and also to receive payments on behalf of Duus.³⁹ Yet not all of those referred to in the letters were actually staff of Duus & Co. Ever since his arrival in Hakodate in 1861, the core of Duus' business had been in exporting Hokkaido marine produce to China where Duus was well-connected with foreign and Chinese firms. At Hakodate he also provided cover for Chinese firms who as Chinese subjects could not access Japanese treaty ports as China and Japan did not have treaty relations at the time. By associating themselves with Duus and coming to Hakodate as "staff" they were able to trade more or less independently, though Duus would naturally receive agency fees and benefit from servicing the trade by organizing shipping, insurance, etc. As Danish consul, Duus could also represent them and pursue their claims on broken contracts via the Danish consulate.

This relationship with Chinese firms continued into the Meiji period. However, with the conclusion in September 1871 of a Sino-Japanese Friendship and Trade Treaty, which provided for mutual access to treaty ports, albeit without the benefit of extraterritorial rights, this relationship gradually weakened. The Sino-Japanese treaty was not ratified until 1873 and it took until 1892 before Qing China posted a Chinese representative at the port.⁴⁰ This meant that for the time being at least, it was convenient for Chinese merchants to maintain a relationship with a firm which had consular representation in port. As a merchant consul Duus was an especially useful partner for Chinese firms to associate with and thus according to lists of Chinese household heads in Hakodate compiled by the Kaitakushi in 1873 and 1875, Duus was the main associate for Hakodate's Chinese community. In the 1873 list, thirteen of the Chinese listed were associated with Duus, with a further ten associated with the British firms Howell & Co. or Blakiston Marr & Co. In 1875, however, this number had fallen to nine Chinese associated with Duus and only five were associated with British firms. The decrease was probably a result of the Sino-Japanese Treaty which removed the need to associate with a firm of a Western treaty power. Of the others listed as engaging in trade in 1875, five were listed as independent (trading under their own name without representation) and one was associated with a Japanese firm.⁴¹ Though such lists do not exist for later years, it is likely that the number of Chinese firms represented and/or associated with Duus declined thereafter as even before the arrival of a Chinese representative in port, the Chinese community began to organize and pursue their interests through collective action.⁴² Over time the need for the protection of the Danish consulate weakened.

³⁹ Duus Correspondence, letters dated 21 March 1873; 23 July 1874; 18 September 1874.

⁴⁰ Hakodateshishi Henshūkai, *Hakodateshishi tsūsetsuhen*, 727-9.

⁴¹ Steven Ivings and Datong Qiu, "China and Japan's Northern Frontier: Chinese Merchants in Nineteenth-Century Hokkaido," *Canadian Journal of History* 54.3 (2019).

⁴² Hakodateshishi Henshūkai, *Hakodateshishi tsūsetsuhen*, 727-9.

Nevertheless, in the early Meiji period at least, these associations continued as shown by the disputes presented in Table 2. Several of them include mention of Chinese. The disputes involving Kumamoto and Yamakono are rather unclear or contradictory as to whether the Chinese are staff of Duus & Co. or independent traders. There are several others in which it is more or less clear that the Chinese are acting independently of Duus & Co. (the Fugase, Marushichi, and Takadaya disputes for example). Though the information contained in this correspondence is far from extensive, a case in which the Japanese Foreign Affairs Ministry eventually became involved provides more detail on such relationships.

This case, which ran between 1874 and 1876, was raised by a Japanese merchant, Kiya Kitarō, specifically against Duus. In the surviving documents for the case Duus is described as “agent for Mouqua of the firm Tongshing-wo” and is charged with failure to fulfil a promise to pay “a sum of money [1,815 ryō] on behalf of Mouqua.” According to the court minutes, Kiya had sold kelp to Mouqua in December 1873, but having failed to pay the balance on time Kiya brought a suit in the Japanese court in April 1874. At court an agreement was reached whereby in September that year Mouqua would pay once money owed him by another Japanese (Kudō Kingorō) was paid. In November 1874, Mouqua left Hakodate and the Chinese firm Tongshing-wo appears to have pulled out of the port, with Duus apparently agreeing to manage their affairs, including agreeing to settle the debt with Kiya. On this basis the plaintiff, Kiya, held Duus “personally responsible for the payment of the money.” For his part, Duus argued that he had not signed anything that made him responsible, he was only acting as an agent for the departed Chinese firm, nor had he been paid the money owed to Mouqua by Kudō which would have provided the funds to pay Kiya. Duus suggested that the “remedy was to sue the Chinese firms in Yokohama, whose representative Mouqua, gave the original promissory note.” Duus closed the case at the Danish consular court in Hakodate, unsurprisingly declaring himself “not liable” for the Chinese firm's debt.⁴³ Kiya's efforts to involve the Foreign Affairs Ministry, which is the reason the details of the case survive, apparently came to nothing. Regardless of the outcome of the case, it makes clear that at least some of Duus' Chinese associates engaged in trade independent of Duus & Co. Certainly not all of the Chinese mentioned in Duus' correspondence were his “staff”, if anything Duus was the agent of Chinese firms and this remained an important aspect of his Hakodate activities until the mid-1870s.

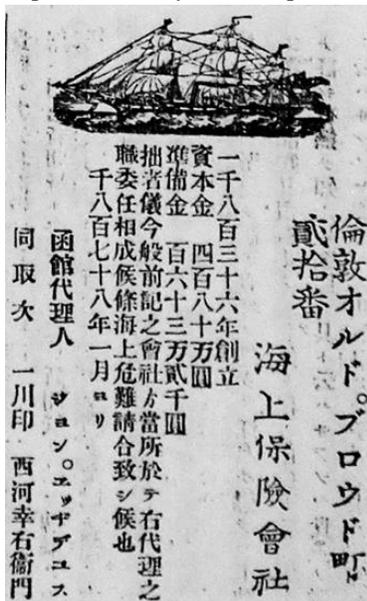


Figure 2 – Advertisement for the Marine Insurance Co. of Old Broad Street London with John H. Duus listed as Hakodate Agent. Source: Hakodate Shinbun 22 January 1878

Later years

As previously mentioned, in 1879 a large fire broke out in Hakodate and unfortunately Duus' house and property were greatly affected. It is likely that thereafter he scaled back his activities to agency and consular duties

⁴³ Kaitaku-shi heimin Kiya Kitarō yori Hakodate kyoryū Denmāku kokujin dyūsu e kakawaru konbu uriwatashi taikin seikyū ikken, 4.1.3.110, 200-014667, DAMOFA.

and was in effect semi-retired. This is suggested by the fact that little correspondence from the 1880s exists for Duus. He continued to be listed as a “merchant and Danish consul” in annual directories even as late as 1889 and he acted as sub-agent for Lloyds and the Marine Insurance Company of Old Broad Street, London.⁴⁴ Advertisements for the latter appeared infrequently in the *Hakodate Shinbun* (Figure 2) and as they included the name of a Japanese agent (Nishikawa), it is likely the clientele included Japanese shippers. Besides these agency roles, at various points in the late 1870s and 1880s Duus also served as the acting-consul for the American and British Hakodate consulates during the temporary absence of the consuls of those nations.

In July 1878, the American zoologist Edward Morse visited Hakodate and during his stay was housed by Duus. Morse described Duus as “a charming old gentleman who spoke English perfectly” and also mentioned that he was “an old bachelor.”⁴⁵ Many of the foreign merchants who came to treaty ports were motivated by the chance to make a quick fortune and then return home with riches. Of course, there were successes and failures amongst those who returned as well as those that settled. Among those that stayed on for any great period of time there was often a personal reason to do so, usually involving (de facto) marriage to a Japanese and/or the birth of children. This was the case with other long-term foreign residents of Hakodate such as the English merchant Alexander Porter and Scottish ship's captain, later consular constable, John Will.⁴⁶ Duus, however, died unmarried and childless and neither is there any hint whatsoever that he ever had a local romantic liaison in Hakodate. This is not to say that Duus never had such a liaison, but as there is no evidence of one it does suggest that he was not bound to Hakodate for personal reasons. We can only speculate as to why, despite his inability to expand his business, Duus stayed on in Hakodate for almost three decades. As an India-born, China-raised, treaty porter, perhaps “returning” to Europe was not an attractive option and, in any case, he might have felt more at home in Japan's northern treaty port. Even if Duus had initially intended a sojourn of a few years at best he had become a “settler” like many of the Shanghailanders described by Robert Bickers.⁴⁷

Further evidence of the decline of Duus & Co. is also provided by the activities of Edward, who by the late 1870s was no longer resident in Hakodate. Though the Kaitakushi consulted Edward on the possibility of exporting oysters in 1878 and in the same year he separately applied for a large tract of land on the outskirts of Hakodate only to be rejected, at this point he was resident in Tokyo.⁴⁸ Edward spent the next decades working as a foreign shipping manager for Mitsubishi Mail Steamship Co. and Nippon Yusen Company, moving between Tokyo, Nagasaki and Kobe.⁴⁹ His knowledge and experience of the shipping business in East Asia was likely a major factor in his employment in such a role by the major Japanese shipping companies who were keen to expand their operations, but the difficulties in Duus & Co.'s business are likely to have contributed to Edward's own decision to enter in their employ rather than continue to trade independently. Edward, like his brother, stayed in Japan until his death—he died at Kobe in April 1901, aged 64.⁵⁰ Unlike his brother, Edward had married a Japanese (Shiratori Kin) with whom he had a son, named John Henry after Edward's older brother and the newborn's uncle.⁵¹

⁴⁴ Hong Kong Daily Press, *The Chronicle & Directory for China, Corea, Japan, the Philippines, Cochín-China, Annam, Tonquin, Siam, Borneo, Straits Settlements, Malay States, Etc. for the Year 1889* (Hong Kong: Hong Kong Daily Press, 1889), 569.

⁴⁵ Edward S. Morse, *Japan Day By Day 1877, 1878-79, 1882-83*, (Boston and New York: Houghton Mifflin Company, 1917), 420.

⁴⁶ Nishijima Teruo, *Hakodate kōchō ni nani ga atta ka: oyatoi eikokujin no hiun* (Sapporo: Hokkaido shinbunsha, 1992); John Will (edited by G. A. Lensen), *Trading under sail off Japan* (Tokyo: Sophia University Press, 1968).

⁴⁷ Robert Bickers, “Shanghailanders: The Formation and Identity of the British Settler Community in Shanghai 1843-1937”, *Past & Present* 159 (1998).

⁴⁸ Letters from all Foreign Merchants of 1878, 79, boshobangai 17, Letters dated 13 February 1878; 6 December 1878, Hokkaido Prefectural Archives, Sapporo; Duus Correspondence, letter dated 27 September 1880.

⁴⁹ JWM, “Deaths”, 27 April 1901; *The Chronicle & Directory for China, Japan, & the Philippines*, various years.

⁵⁰ *Ibid.*

⁵¹ This information on Duus' family background was obtained online from geni.com: <https://www.geni.com/people/Nicolai/6000000017247211035>

Duus himself died following a stroke on 7 April 1889 aged 55. A small notice of his death in the English language treaty port newspaper the *Japan Weekly Mail* described him as “a genial and kind hearted man [...] known and liked by almost all foreigners in Japan.” It also noted that Duus had “found fortune very unkind, especially in his latter days.”⁵² The Japanese language newspaper *Hakodate Shinbun* reported on Duus’ funeral service, held in the Anglican church in the Motomachi area, in some detail. The attendees of the funeral included the British and Chinese consuls, a handful of foreign residents, the head of the Hakodate court, head of the Hakodate custom house and a handful of local merchants, a group of people that provided a fair reflection of Duus’ career. That day the British consulate flew its flag at half-mast in honor of the deceased Danish consul who had first come to Hakodate as a British merchant in 1861.⁵³ After the ceremony Duus was buried in the foreign cemetery where his gravestone still stands today.



Figure 3 – Duus’ heavily worn gravestone in Hakodate’s Foreign Cemetery. Photo by author.

Concluding Remarks

Duus was one of the first foreign merchants to take up residence in treaty port Hakodate. For the most part his attempts to foster an active trade went unfulfilled despite almost three decades of efforts. Indeed, the trade of Hakodate changed very little during Duus’ time in port, both in terms of the dominance of marine product exports and the main market for these products, China. This stability in the structure of trade, however, obscures both the efforts of foreign traders like Duus to branch out and the obstacles they had to overcome when conducting their business. As this paper has shown the transition from Tokugawa to Meiji promised much but in practice tended to disrupt trade at least in the short run. Political and economic reforms by the Meiji government jeopardized preexisting contracts and partially upset the institutional arrangements that had supported the trade. By abolishing the domains, many of which had been important customers and held significant debts with foreign merchants, a promising avenue for expanding business activities was removed and foreign traders often struggled to reclaim funds or simply had to swallow bad debts. Though this paper has shown only one example, by utilizing Duus’ correspondence to get an insight into the business activities of Western merchants, including the opportunities and challenges they faced in a turbulent era, it has suggested that the Meiji modernization drive initially proved disruptive to Western commercial interests in Japan.

The author acknowledges the generous support of JSPS - Grant-in-Aid for Early-Career Scientists - Project No. 20K13540.



New articles in this journal are licensed under a Creative Commons Attribution 3.0 United States License.

⁵² JWM, no title, 20 April 1889.

⁵³ *Hakodate Shinbun*, Dyūsu-shi no sōgi [Mr. Duus’ Funeral], 10 April 1889.



This journal is published by the University Library System, University of Pittsburgh as part of its D-Scribe Digital Publishing Program and is cosponsored by the University of Pittsburgh Press.