

Chinese Women's Club of Santa Clara

MEMORANDUM OF AGREEMENT made this 12th day of May, A. D. 1900, between the OAK HILL IMPROVEMENT COMPANY, a corporation having its principal place of business at the City of San Jose, County of Santa Clara, State of California, the party of the first part, and the following unincorporated associations parties of the second part, namely:- Ning Yung, Sam Yup, Kwong Chow, Yuen Ho, Hop Wo, Shu Ming, Yan Hoi, Yan Wo, all of the City of San Jose, County of Santa Clara State aforesaid.

WITNESSETH: That in consideration of the sum of two hundred dollars \$(200) the receipt whereof is hereby acknowledged, and the further sum of (\$1,050) One thousand and fifty dollars, to be paid to the said party of the first part as hereinafter provided, the said party of the first part has obtained a conveyance of grant, assignment and transfer unto the said parties of the second part and their assigns forever a certain tract of land to be used as and for a Chinese burial plat, situate in the county of Santa Clara, State of California, to wit: One hundred and forty (140) feet front on south side of Stone Avenue by one hundred and sixty feet deep (160) adjoining land of Tyler Beach; and the party of the first part hereby agrees to remove from the tract now used as a Chinese burial plat in Oak Hill Cemetery, the three hundred and six bodies, more or less, now interred therein which are now in fit condition to be disinterred for shipment to China, the parties of the second part to take charge of the bodies when they are brought to the surface of the ground and further agree that the twenty-five bodies, more or less, now interred in said plat which are not now in fit condition to be disinterred for shipment as aforesaid, shall be allowed to remain in said plat until in fit con-

shipment as aforesaid, but all of the said bodies shall be removed therefrom within five years from date hereof; and it is understood and agreed that the party of the first part will not charge the party of the second part any fee or sum for the work of disinterring said bodies, and that the aboved mentioned principal sum is and includes full compensation for said work.

The parties of the second part agree to pay to the first part within sixty days after said bodies now in fit condition to be disinterred, shall have been disinterred as aforesaid, the sum of Eight Hundred Dollars (\$800), being part of the principal sum above mentioned, and to pay the balance of said principal sum of One Thousand and Fifty Dollars (\$1,050), to wit: the sum of Two Hundred and Fifty Dollars (\$250) within sixty days after the said other twenty-five bodies, more or less, shall have been in like manner disinterred for shipment to China.

The parties of the second part agree to construct a tight-board fence six feet high around the entire Plat herein agreed to be conveyed to them or their assigns, and to whitewash or paint the said fence and maintain the same in good condition.

The said Tract of Land so to be conveyed shall hereafter be used as the Chinese Burial Plat; and it is hereby further agreed between the parties hereto that the rate to be charged by the party of the first part, and to be paid by the parties of the second part, for digging graves and making interments therein, and filling up the grave after a body is placed therein, shall be the sum of Five Dollars (\$5.00), whether it be a new grave or a grave from which a body has been removed; and that the

rate to be charged for making disinterments shall be Eight Dollars (\$8.00) per body disinterred for shipment to China.

The party of the first part further agrees to lay water pipes to said tract of land, and also to provide said tract with all standpipes and faucets necessary for convenient use, and distribution of the water within the said land, and to furnish a supply of water for use therein without charge to the parties of the second part; and it is further agreed that the parties of the second part shall have the right to construct within the said tract of land such appliances for cleansing bones and for burning refuse matter as may be necessary therefor, and also such building as may be necessary for their use in connection with said burial plat.

The parties of the second part agree to construct an entrance gate on the line of Stone Avenue, and to provide said gate with a suitable lock, which shall have duplicate keys, one of which keys are to be kept by the party of the first part, and the party of the first part is to take such care and supervision of said Chinese Burial Plat that no injury be done to the head-boards at graves therein, so far as can be prevented by reasonable supervision.

In Witness Whereof the parties hereto have executed these presents the day and year first above written, the parties of the second part, in execution hereof, causing the names of their several presidents, who have been only authorized to execute these presents, to affix their names hereto in execution hereof.

OAK HILL IMPROVEMENT CO

My President
A K W. Action Secretary

三邑公吧

President Sam Yup Association.

陳日南

President Kwong Chow Association.

黃成鏡

Yeeng Wo Association.

胡傑

President Hop Wo Association.

譚養

President Shu Hing Association.

Yen Hoi Association.

President Yan Wo Association.

Liu-guk Wey

President Ning Yung Association

三昌公啓

President Sun Yup Association.

陳日南

President Kwong Chow Association.

黃成鏡

Yeeng Wo Association.

胡琛

President Hop Wo Association.

譚善

President Shu Hing Association.

Yen Hoi Association.

President Yan Wo Association.

Quang Hong Lee
July 24 - 1900
First burial in
to land Plot.

Memorandum of agreement
between
P. oak Hill Improvement Co.
and
King Jung Association
et al.

Duplicate

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