

25 miles up the bayou. This gives me 2000 A. arable land in one body with 1800 A. now under the plow.<sup>43</sup> I found I could not buy cane to supply my sugar house hence this change. I now have land enough, and where it can all have my personal attention. The present indications favor a large crop on my places, and if they hold out I shall have to increase my evaporating apparatus somewhat during the summer. I will have to be here until about July 1st after that time I have no plans but think my trip in the summer may take in New England. . . .<sup>44</sup>

### A FREE LABOR CONTRACT, 1867

EDITED BY JESSIE MELVILLE FRASER

This article of agreement<sup>1</sup> between D. T. Crosby and five freedmen offers an illuminating record of the economic transition through which landowners and agricultural laborers passed during the "tragic era" in South Carolina. Obviously the contract was retroactive. Although its terms were to cover the provision of supplies and tools and the regulations of agricultural work for the calendar year, January 1, 1867, to January 1, 1868, it is not dated on the first of those dates but on April 14, 1867, the beginning of the agricultural year and a natural season in which landowner and "hands" could come to terms.<sup>2</sup> Whether or not Crosby's dating of his contract in April was unique or typical can only be ascertained by comparison with similar contracts that may be found. It is quite possible that he had "carried" these laborers on the plantation

<sup>43</sup> In February, 1884 (see letter dated May 4, 1884), Thompson purchased an adjoining plantation. The Thompson Papers do not contain the previous letter of which he writes.

<sup>44</sup> The correspondence of Thompson and Woodman ended with the death of the latter on March 30, 1889.

<sup>1</sup> The manuscript of this contract came into the hands of Mrs. David R. Flenniken of Columbia, South Carolina, a native and former resident of Fairfield County. Some years before her death Mrs. Flenniken gave it to the editor. Spelling, capitalization, and punctuation have been accurately reproduced; the indentation of paragraphs represents the only editorial liberty assumed. On the back of the manuscript are two memoranda that appear to have been made in the handwriting of the agreement. The first, "Contract 1867," is written in ink; the second, in pencil, consists of a sum of nine figures, "216.16, 118.93, 618.24, 86.10, 86.24, 206.04, 4.50, 84.54, 67.36," totalling "1488.11." It would be enlightening to know whether they represent monthly expenditures made by Crosby in sustaining his side of the contract from April through December, 1867.

<sup>2</sup> The dates of this agreement place it between the ratifications of the Thirteenth and the Fourteenth amendments to the Constitution of the United States.

#### Citation

Transcription of D.T. Crosby, Freedmen's Contract, 14 April 1867, South Caroliniana Library, University of South Carolina. In Jessie Melville Fraser, ed., "A Free Labor Contract, 1867," *Journal of Southern History* (Nov. 1940), pp. 546-548.

through the preceding winter and expected to do it again in the winter of 1867-1868, after the crops were harvested. Following the terms of the contract, Dink and Barnet (adults), and Dal, Wade, and John (minors), made their marks at the places designated respectively for them.

State of South Carolina  
Fairfield District

Article of agreement<sup>3</sup> between D. T. Crosby and the following freedmen whose names are hercunto attached.

1st The Said freedmen agree to hire their time as labourers on the plantation of D. T. Crosby from Jan 1<sup>st</sup> 1867 to Jan 1<sup>st</sup> 1868 to conduct themselves faithfully, honestly, civilly and diligently, to perform all labor on Said plantation, or such as may be connected therewith that may be required by the Said D. T. Crosby nor to leave the premises during working hours, without the consent of the proprietor. The Said freedmen agree to perform the daily tasks hitherto usually allotted on Said plantation.<sup>4</sup> In all cases where tasks can not be assigned they agree to labor diligently ten hours a day.

For every days labor lost by absence, refusal or neglect to perform the daily task or labor Said servants shall forfeit fifty cents (50cts) If absent voluntarily or without leave, two dollars a day. if absent more than one day without leave to be subject to dismissal from the plantation and forfeiture of Share in the crop or wages as the case may be.

Said freedmen agree to take good care of all utensils tools or implements committed to their charge and to pay for the same if injured or destroyed also, to be kind and gentle to all work animals under their charge and to pay for any injury which they may sustain while in their hands through their carelessness or neglect.

They agree to be directed in their labor by the foreman, to obey his orders, and that he shall report all absences, neglect refusal to work or disorderly conduct to the employer Said employer agrees to treat his employecs with justice and kindness, and to divide the crop with them in the following proportions, viz. Dink and three boys gets a portion of the crop one-third of the corn peas and potatoes gathered and prepared for market, and one-third nett proceeds of

<sup>3</sup> The agreement is reminiscent of European manorial arrangements. See "A Manor of the Fourteenth Century, A. D. 1307," in Edward P. Cheyney (ed.), "English Manorial Documents," in University of Pennsylvania, *Translations and Reprints From The Original Sources of European History*, III (Philadelphia, 1902), No. V, 7-11. See also, Henri Pirenne, *Economic and Social History of Medieval Europe* (New York, 1937), 63-65, and Rowland E. Prothero (The Right Honorable Lord Ernle), *English Farming, Past and Present* (London, 1912), 35. For contemporary problems of economic interdependence of the two races in South Carolina, see Governor Duncan Clinch Heyward's historical memoir, *Seed From Madagascar* (Chapel Hill, 1937), Chap. XVII.

<sup>4</sup> Suggestive of the phrase, "the custom of the manor."

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the ginned cotton or its market value, and Dink agrees to pay Barnet fifty five dollars in currency and a pair of shoes at the end of the year. Dink also agrees to furnish, Barnet, with one peck of meal 2 ½ lbs of meat a week during the year. . . .

And I further agree to give Dink (one fifth) of the wheat crop harvested by them.

Said employer agrees to furnish animals, and to feed them, also waggons carts, plantation implements such as cannot be made by the laborers on . . . the plantation. All violations of the terms of this contract, or of the rules and regulations of the employer, may be punished by dismissal from the plantation with forfeiture of his or her share of the crop or wages, as the case may be.

The employer or his agent shall keep a book, in which shall be entered all advances made by him, and fines and forfeitures for lost time, or any cause, which book shall be received as evidence in same manner as merchants books are now received in Courts of Justice, and shall have a right to deduct from the share of each laborer all his or her fines and forfeitures also all advances made by him.

The laborer shall not sell any agricultural products to any person whatever without the consent of the employer until after the division of the crops.

The laborer shall commence work at sunrise and be allowed from one to two hours each day for their meals, according to season of the year.

Witness our hands &c this

14 April 1867

Samuel Price \*

his  
Dink X mark  
makes

his  
Barnet X mark  
makes

his  
Dal X mark  
mak[es]

his  
Wade X mark  
makes

his  
John X mark  
makes

Minors

\* Either a notary or a witness, perhaps the overseer.