



The Freedmen and Agricultural Prosperity

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The Freedmen and Agricultural Prosperity

Edited by ROBERT A. CALVERT*

THE HOPE FOR REBUILDING THE SOUTH AFTER THE CIVIL WAR LAY IN wedding an available supply of land and labor. But here, too, the southern farmer encountered problems. His major possession, land, could not be sold for enough capital to begin anew. Well after Reconstruction large plantations remained on the market at bargain prices. Large plantation owners as well as men possessing small farms faced the prospect of non-negotiable land, destroyed by war, neglect, and previous years of careless cultivation methods. Between 1860 and 1867 general land values fell between 18 percent and 28 percent in Texas and over 50 percent in Arkansas, Alabama, Louisiana, and Mississippi. Throughout the remainder of the nineteenth century, the mortgage rate of the South remained the lowest in the United States, demonstrating the paucity of ready cash to use for land purchases.¹

Furthermore the white southern farmer doubted the efficiency and responsibility of the agricultural labor available to work his land. The Civil War severed the old master-slave system. Undoubtedly most southern whites expected the black man to remain forever an agricultural laborer, the role for which slaves were brought originally to the colonies, and one which the Black Codes, passed immediately after the Civil War, were designed to maintain. From 1865 to 1867 newspapers and individual orators bombarded readers and listeners with charges that irresponsible Negroes, worthless and shiftless, would not work without proper supervision. These complaints slackened in 1868 and diminished in volume thereafter. The lessening of the din disclosed that the white

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¹ *Report of the Commissioner of Agriculture for the Year 1866* (Washington, D.C., 1867), 190–191; *Report of the Commissioner of Agriculture for the Year 1867* (Washington, D.C., 1868), 119; Theodore Saloutos, *Farmer Movements in the South, 1865–1933* (Berkeley, 1960), 7; Theodore Saloutos, "Southern Agriculture and the Problems of Readjustment, 1865–1877," *Agricultural History*, XXX (April, 1956), 61; George K. Holmes, "A Decade of Mortgages," *Annals of the American Academy of Political and Social Science*, IV (1894), 905, 917–918; Henry Grady, "Cotton and Its Kingdom," *Harper's New Monthly Magazine*, LXXIV (October, 1881), 720–721.

southerner was becoming more acclimated to the reality that slavery died with defeat and could not be resurrected by state law. It did not mean, however, that white farmers ever considered their black counterparts equal to them in farming ability. They always maintained that to leave a Negro farmer unsupervised guaranteed land exhaustion through unscientific agricultural techniques and inefficient and sloppy labor. Consequently the farmers of the New South feared that they would forever till worthless land with shiftless laborers.²

Texans, as typical southerners, approached the problem of a shortage of agricultural workers in two principal ways: immigration and labor contracts. Eventually they hoped to replace black laborers, whom they considered potential failures, with white immigrants. Immediately after the war, for example, local groups, the press, and the legislature urged the state to actively promote immigration. The legislature responded by passing a resolution inviting foreign and domestic capital and settlers to come to Texas. Counties, cities, the state, immigration associations, agricultural organizations, and railroads offered inducements, sent agents to the far corners of the globe, and propagandized for immigrants well into the 1880's. The immigration advocate did not expect the new arrivals to be only wage slaves. By settling on the land immigrants would ultimately increase real estate values and throw the balance of elective power to the white man, bringing to their benefactors both material and political rewards. But all understood the immediate impact of immigration upon black laborers. As one writer for the *Texas Almanac for 1870* stated, "Competition will dissipate many of the freedmen's conceited notions and lower their growing pretentiousness."³ The same writer added that Texas and the South were beginning to look to China, too, for new settlers to work the land. That suggestion never received much endorsement. A decade later, when it was rumored that Chinese coolies might be imported to replace blacks, a Grange newspaper warned that "to bring chinese [*sic*] into the South will be to

² Vernon L. Wharton, *The Negro in Mississippi, 1865-1890* (New York, 1965), 117-120; Charles William Ramsdell, *Reconstruction in Texas* (reprint; Austin, 1970), 70-71; Carl N. Degler, *Out of Our Past* (New York, 1959), 212; Henderson H. Donald, *The Negro Freedman* (New York, 1952), 1-3, 5, 9-10; Harold D. Woodman, *King Cotton and His Retainers: Financing & Marketing the Cotton Crop of the South, 1800-1925* (Lexington, 1968), 338. For general attitudes toward blacks see Claude Hunter Nolen, "Aftermath of Slavery: Southern Attitudes toward Negroes, 1865-1900" (Ph.D. dissertation, University of Texas, Austin, 1963).

³ *Texas Almanac for 1870*, as quoted in W. C. Nunn, *Texas Under the Carpetbaggers* (Austin, 1962), 254.

bring a race vastly more alien than the negro was. . . ."⁴ All were welcome—as long as they were white.⁵

John R. Hill,⁶ a Texas planter more prosperous than most of his contemporaries, attacked his labor problems in the manner of many other planters. He wrote to friends in other southern states, inquiring if they knew of displaced white farmers who wished to join the alleged mass migration to Texas. The replies were not enthusiastic. T. C. Chisholm, an old friend, wrote Hill from South Carolina that "I would not encourage you to expect croppers, leasees [*sic*], or purchasers from this immediate section. . . . They are mostly (once) rich men's son's who never did, and dont intend to work. They are all of the 'wait and watch' or sitfast order. In other words there is no spirit of emmigration [*sic*] among them." Chisholm urged Hill to tour the Southeast and extoll the glories of Texas, but the planter never made the trip.⁷

Hill looked overseas for a labor supply, too. At the same time he was contacting friends in South Carolina he was actively encouraging Polish immigration to Texas. In September, 1866, Hill and eleven others met with an immigration agent, chartered the Waverley Emigration Society, and contracted for 185 workers. They asked the agent to secure skilled workers ranging from "one woman to wash and cook," to four foremen, a carpenter, a blacksmith, and a "fruitman." They offered to pay the male immigrants ninety dollars the first year, one hundred dollars the second, and one hundred and ten dollars the third. Women earned twenty dollars less per year. The Poles would repay the cost of passage over a three-year period. Actually the Waverley Emigration Society

⁴ *Patron of Husbandry* (Columbus, Mississippi), May 3, 1879, March 13, 1880. *The Patron of Husbandry* listed itself as the official paper of the Texas State Grange.

⁵ Ramsdell, *Reconstruction in Texas*, 70-71; James Verdo Reese, "The Worker in Texas, 1821-1876" (Ph.D. dissertation, University of Texas, Austin, 1964), 207-208; Billy M. Jones, *The Search for Maturity* (Austin, 1965), 87-89; John S. Spratt, *The Road to Spindletop: Economic Change in Texas, 1875-1901* (Dallas, 1955), 40, 166-167; C. Vann Woodward, *Origins of the New South, 1877-1913* (Baton Rouge, 1951), 298-299.

⁶ John R. Hill (1826[?]-1878) owned three plantations in Texas. His home plantation, Old Waverley, near Waverley, Texas, was prosperous before the Civil War and for the 1870's, at least, afterward. In addition to farming Hill speculated in land in other states, as well as his own, and probably owned part interest in a merchandizing firm. He was a man of some means and influence in his community, serving as a trustee of Marion Male and Female Academy, president of Waverley Institute, and a founder of Austin College. His success in the financial world can be best demonstrated by his declared 1866 federal income tax, where he declared a net earnings of \$10,210.40 that year, after expenses which included \$6,098.40 to hired laborers. "Annual Taxes, 1866," United States Internal Revenue Tax Forms, John Hill Papers (Archives, University of Texas Library, Austin).

⁷ Chisholm to Hill, September 5, 1867, Hill Papers.

enjoyed some success. In 1867 Hill enticed five families from Europe to his plantation.⁸

In 1865, however, immigration remained a future solution to agricultural problems. A more pressing demand for white farmers, such as Hill, was to induce the freedman to stay on the land. Consequently Texas, like the other southern states, authorized the use of labor contracts that would bind black people to the soil. After the Civil War existing labor laws continued in force until a new one could be written. Many planters thus signed a single contract with their ex-slaves that kept them on the plantations that they had served prior to emancipation. Hill issued such a contract for Waverley in 1865. In 1866 the legislature passed a new act regulating contracts. This law was more liberal than the one framed in the Senate, which provided that all laborers who failed to sign a contract by January 10, 1866, could be declared vagrants and pressed into public services.⁹

The "Act Regulating Contracts for Labor" was harsh enough to be horrifying. It stipulated that all labor contracts for periods more than a month would be drawn up either "in the presence of a Justice of the Peace, County Judge, County Clerk, Notary Public, or two disinterested witnesses. . . ."¹⁰ After the agreement was read aloud and signed, the employee bound himself for the duration of the contract, unless the employer consented to its severance, or the laborer could prove he had suffered from harsh treatment. The head of the family obligated his dependents, too. The employee forfeited wages for time lost for illness, but if guilty of malingering or refusal to work he lost double the amount due to him up to a period of three days. After that time the justice of the peace or mayor sentenced the recalcitrant worker to toil on "roads, streets and other public works, without pay, until the offender consents to return to his labor."¹¹ Furthermore the law enabled employers to fine employees one dollar for disobedience, defined as not obeying orders, not working, swearing, and quarrelling or fighting. Absence from the plantation without permission cost a laborer twenty-five cents per hour or two dollars per day. Theft or damage of an employer's property or livestock cost an employee double the damage done. One-

⁸ "Immigration Company," handwritten notes taken of a meeting, September 19, 1866; "Names of Emigrants Arrived," [undated], Hill Papers.

⁹ Reese, "The Worker in Texas," 209-210; Ramsdell, *Reconstruction in Texas*, 123-124.

¹⁰ H. P. N. Gammel (comp.), *The Laws of Texas, 1822-1897* (10 vols.; Austin, 1898), V, 994.

¹¹ *Ibid.*, 996.

half of that amount went to the other, presumably loyal, employees or if no other laborers worked on the plantation the fines reverted to the county fund for the indigent. Moreover the act stipulated that an employee could own no stock or have no visitors during working hours, without the employer's approval. The latter assessed the penalties prescribed by law, but the laborer could appeal to the justice of peace and two freeholders if he were not satisfied with the employer's judgments. The laborer selected one freeholder; the employer designated the other. Domestic workers were bound under like stipulations. The law specified that the employer set aside at least one-half his crops to pay his workers, and that if he failed to honor his contract the court could fine him double the wages due to a laborer. The contracts were filed with the clerk of the county court and were open to inspection by any interested party.¹²

Hill's contract with Neil and Amanda Hamlin made in January, 1867, was not as harsh as the law allowed. Quite probably the severity of contracts varied sharply from planter to planter, but it seemed clear that white Texans intended to solve the immediate alleged labor crisis with legal bondage. They saw no incongruity between their chosen solution and the Thirteenth Amendment to the Constitution. Rather they defended the law vigorously by arguing that it provided both needed protection and discipline for the black. James Throckmorton, the conservative governor of the state, maintained that a proof of its reasonableness lay in the fact it was patterned after an earlier Massachusetts apprentice law. Conservative defenses of the law were to no avail, because northern radicals saw it as returning blacks to slavery. Indeed they believed that the Negro suffered under more adverse conditions in Texas than in any other southern state. Hence three months after its passage, January, 1867, the Freedmen's Bureau announced it would accept no contracts framed under that law.¹³

The next year the Bureau ceased adjudicating labor contracts. By this time, throughout the South, whites and blacks had reached a wary truce. Blacks remained on the land, and whites discovered them to be more dependable than once thought. A decade later one of Hill's sons wrote to his brother that "All my houses are full of labor—enough to

¹² *Ibid.*, 994–997.

¹³ Reese, "The Worker in Texas," 212–213; Ramsdell, *Reconstruction in Texas*, 73–76; Ernest Wallace, *Texas in Turmoil* (Austin, 1965), 186–187; Robert Shook, "Federal Occupation and Administration of Texas, 1865–1870" (Ph.D. dissertation, North Texas State University, 1970), 206–207, 240.

work the whole plantation.”¹⁴ The Hill family experience was not unique, for, as later scholarship has demonstrated, the Negro did indeed work, and the southern white’s charges of the inefficiency and laziness of his black counterpart were largely imaginary. The Texas contract labor law was not repealed until 1871 when the Republicans controlled the legislature. By this time, Texas, as well as the South, was forced into choosing the share-crop system as a way to join the labor and the land. Indeed by 1929 over half of the Texans both black and white who farmed the famous black-waxy prairie were tenants. Consequently the southern farmer became less rather than more prosperous, but the labor contracts, the demand for immigration, and the Labor Act of 1866 demonstrated what role most white Texans expected the black to play in the attempt to restore agricultural prosperity.¹⁵

The State of Texas

July 20th, 1865

County of Walker

Articles of an agreement between John Hill on the one part, and we the undersigned Freedmen and women, each for ourselves and families, formerly belonging to the aforesaid John Hill on what is known as his lower Plantation on the other part.

Witness that we the undersigned Freedmen and women each for ourselves and families do hereby agree and bind ourselves as specified below to remain in the employment of the aforesaid John Hill to next Christmas to work on said lower Plantation as heretofore, and to perform any other work that may be required, and be subject to the same rules and regulation and discipline and cheerfully obey the aforesaid John Hill or whoever may be put over us to direct and to perform all work they or either of them may direct. And we the undersigned Freedmen and women each for ourselves and families do farther agree that we will deduct Twenty five cents Per day for time lost by neglect and that one hour lost in a day will be counted as one day lost, and the money so forfeited for the lost time shall be put in the amount to be divided amongst those who discharge their duty faithfully. And we each of us farther agree that for each one of our children under Ten years of ages that we will pay to the aforesaid John Hill one-seventh of the whole amount coming to us for feeding and clothing each child under ten years as they have formerly been fed and clothed.

I the undersigned John Hill on my part agree to give the aforesaid and

¹⁴ Jas. A. Hill to “Joe” Hill, January 12, 1875. Hill Papers.

¹⁵ Reese, “The Worker in Texas,” 213; Gammel, *Laws of Texas*, VI, 993; Saloutos, *Farmer Movements in the South*, 29; Saloutos, “Southern Agriculture and the Problem of Readjustment,” 60; Robert A. Calvert, “Nineteenth-Century Farmers, Cotton, and Prosperity,” *Southwestern Historical Quarterly*, LXXIII (April, 1970), 509.

undersigned Freedmen and women, one eight of the nett proceeds of the growing crop of cotton on said lower Plantation to be divided amongst them agreeable the classification as follows. (Viz) The first class men to have one full share. Second class men to have seven eights one share. Third class men to have three fourth of one share. Fourth class men to have five eights of one share. First women to have seven eights of one share. Second class women to have three fourths of one share. Third class women to have five eights of one share. Fourth class to have one half of one share. George (Trim) as foreman to have one and one half share. Little Henry as Ploughwright to have one and a fourth share. Dick as Blacksmith to have one full share and one half of what he makes when working from home by the day. I the aforesaid John Hill do further agree to furnish them as further compensation the usual allowance of meat and meal and the usual supply of clothing (viz) . For the men, two shirts, two pairs of cotton jeans pants and one coat of such material as I usually give them, one wool hat and one pair of shoes. The women, two cotton dresses, one chemise, one underskirt, one pair of shoes and to give each one little and big one [sic] good blanket that did not get one last year, and I further agree in further compensation for their services to furnish them cabins to live in, and medicine and have them nursed and pay their Doctor Bills.

And we the undersigned Freedmen and women do each of us agree, that if either of us have to be driven off for unfaithfulness in work or bad conduct, that we forfeit all pay and everything else that is coming to us, and the amount so forfeited is to be put into the fund and divided amongst the others agreeable to classification. And we do further agree that we will pay for all tools lost or damaged by us while in our care. This contract is signed with full understanding of its nature and willingly.

	Class	Children under ten years of age
George (or Trim)	First-Class	1 child
Liz his wife	Second-Class	
Dick (Smith)	First	
& Eliza, his wife	Second	
& Julia his daughter	Third	
Little Henry	First	
& Scharlot his wife	First	4
Ben	First	
& Rose Ann his wife	Second	3
Lewis	First	
& Mariah his wife	Second	2
Wade Hampton	First	
Thornton	Second	
& Penny, his wife	Second	
& Erwin, his son	Third	
Ellick	Third	
& Matilda his wife	Second	1

Alfred	Second	
& Mary his wife	Third	4
Wash	Second	
Yellow Isaac and	Third	
Liza his wife	First	1
Laky and	Second	
Rachel his wife	Second	3
West and	Second	
Myra his wife	Fourth	4
Patrum and	Fourth	
Tamer his wife	Fourth	1
Anthony and	Second	
Sarah his wife	Third	1
Felix	Second	
Rose	First	1
Fanny	First	3
Venus	Second	
Patrick and	Third	
Maria, his wife	First	

John Hill

Witness J A Wirtz C.T. Farrll [*sic*]

State of Texas

County of Walker

Articles of agreement made and entered into this 18th day of January 1867 between John Hill and the Freedman Neil Hamlin and Amanda the said Neil Hamlin's wife. The said freedmen agree to hire themselves to the said John Hill as servants and labourers from the date hereof until the thirty first of December 1867. To conduct themselves faithfully honestly and civilly and diligently to perform all labor required of them. To be polite to their employers, his family and guests. Neil agrees to rise at break of day to make fires in the said John Hills house, feed and water horses and do all other work that may be required of him about the house and yard or in the farm. He is to drive the said John Hills Carriage, feed and water stock, make fires, black boots and shoes whenever required on Saturday evenings and Sundays as well as other days. The said freedman and his wife agree to pay the said John Hill one dollar per day for all time lost by them or either of them spent for time lost by sickness which is to be paid for at the rate of fifty cents per day. They are to pay their own Doctor's bill and Medicine accounts. They are to be responsible for the proper [*sic*] use and care of all property intrusted to their charge. Amanda is to rise at break of day and serve the said John Hill as seamstress, Milk Maid, washerwoman or in any-other capacity in which her services may be required. She is to milk and feed cattle

on Saturday evenings and Sundays as on other days. Amanda and Neil are to pay the said John Hill two dollars per month for feeding their son Ennis and one dollar per month for feeding their son William after he reaches the age of one year.

The said John Hill agrees to pay each of them ten dollars per month in coin one third quarterly and furnish each of them three and a half pounds of Bacon and one peck of corn meal per week or its equivalent in other provisions. The said John Hill will feed Amanda's son Jack for his services about the place. They are to have Saturday evenings when not engaged at the duties above specified. If either party to this contract fails to comply with its requirements the aggrieved party will refer the matter to the Sub-Commissioner for investigation adjudication and final settlement. This contract or agreement is willingly signed in Quadruplicate with a full understanding of its nature on the day and dates above mentioned (The words "rise at break of day and" instructions) line were interpolated before the above contract was signed—John Hill

Witness

J A White
C T Hill

his
Neil X Hamlin
mark
her
Amanda X Hamlin
mark

This Agreement witnesseth that:-
James Meyer Levy, Agent of John Hill

all of Waverley, Walker Co., Texas, in the United States of America, of the first part, has this day bargained and agreed with *Carl Scibbi* of the second part, for services as Labourer on a Cotton Plantation, in Walker Co., in the State of Texas, in the United States of America, for the period of three years, from the date of landing in Texas.

That the party of the first part agrees to pay the party of the second part, for first-class Labourers, at the rate of, in American Gold, or its equivalent in other money, ninety Dollars for the First year, one hundred Dollars for the second year, and one hundred and ten dollars for the third year; the women, who can work full time, to receive each seventy Dollars for the first year, eighty Dollars for the second year, and ninety Dollars for the third year, and board *them* and give *them* a comfortable cabin, and to advance *them* funds for their transportation: and the said party of the second part agrees to refund to the party of the first part the amount of *their* passage and other expenses connected with *their* transport to *their* destination, out of *their*

wages in *their* three equal annual payments, and *they* further agree and bind *themselves* faithfully to obey all orders from the said party of the first part, and to do faithful labours and all that may be required of the said party of the second part.

We the undersigned parents are responsible for all travelling expenses of our Children from Hamburg to Texas. *and to feed our children.*

Witness

I H Traylor
J C Hill

Names	Age	Amount of Expense			Total
		From Hamburg to Liverpool	From Liverpool to New York	From New York to Galveston	
Carl Scibbi			45	30	
Franceska do			45	30	
Michael do			45	30	
Andreas do			45	30	
Vinzent do			45	30	
Marianna do			22.50	15.00	
Johanna do			22.50	15	
					\$450.00

The above named Michael eighty dollars for the first year and ninety for the second and one hundred for the third. The above Andreas get \$70 seventy dollars for the first year & \$80 eighty for the second & \$90 ninety for the third.

Dieses Bescheinigt dass ich obige Bedingungen annehme und die Rechnung als richtig anerkenne bescheinige ich durch meine Unterschrift.

This is to certify that I acknowledge the above conditions and amount are correct.

(Signed) Waverly Walker County Tex. Aug. 14th 1867
Karul Scibinski
Franciska Scibinski
Michal Scibinski
Andhy Scibinski

(Witness.) John Hill

Dieser Contract beseheint dass:-
James Meyer Levy, Agent für John Hill

of Waverley, Walker Co., Texas, einerseits heute ist übereingekommen und Vertrag abgeschlossen hat mit *Carl Scibbi* andererseits für seine Dienste als Arbeiter auf Baumwolle-Plantagen in Walker Co., Texas, in den vereinigten Staaten America's für den Zeitraum von drei Jahren Vom Tage seiner Ankunft in Texas. Dass der erstgenannte einverstanden ist dem letztgenannten für seine Arbeit zu bezahlen: in Americanischen Gold oder den gleichen Werth in anderem Gelde (\$90) Neunzig Dollars für das erste Jahr, (\$100) ein hundert Dollars für das zweite Jahr, und (\$110) ein hundert und zehn Dollars für das dritte Jahr; die Frauenzimmer welche volle Zeit arbeiten können, bekommen: (\$70) Siebenzig Dollars für das erste Jahr, (\$80) Achtzig Dollars für das zweite Jahr und (\$90) neunzig Dollars für das dritte Jahr; und Verköstigung und ein bequeme Wohnung zu geben und ihm Gelder vorzuschüssen für seine Ueberfahrt und letztgenannter ist einverstanden dem erstgenannten den Betrag seiner Ueberfahrt nebst sonstigen Auslagen, in Verbindung mit seiner Ueberfahrt, aus seinem Lohne zurück zu zahlen und zwar in drei gleichen jährlichen Zahlungen und ist weiter einverstanden und verpflichtet sich allen Vorschriften des erstgenannten zu gehorchen und ihm als treuer Arbeiter zu dienen und alles zu thun, was erstgenannter von ihm, dem letztgenannten verlangen moege.

Sir die Unterzeichneten Eltern verpflichten uns für die Bezahlung aller Auslagen für unsere Kinder von Hamburg bis Texas.

1867

The wedding of Bertha Collins and Loomis Rucker, January, 1914. Courtesy Delta Sigma Theta, Austin Chapter.