

THE FREEDMEN'S BUREAU 1865: THE GREAT FAILURE OF LABOR CONTRACTS
AND FIXED WAGE RATES

by

ZACHARY JAMES ALLEN

(Under the Direction of John Inscoe)

ABSTRACT

The Freedmen's Bureau's main task was to provide former slaves a smoother and more prosperous transition into economic freedom after the end of the Civil War in April 1865. While the intentions of the Bureau were noble, under the guidance of O.O. Howard, the Bureau failed to properly establish fair labor practices for freedmen across the South. The lack of meaningful standardized labor contracts in combination with fixed wage rates prevented freedmen from achieving a level playing field with planters, which ultimately led to freedmen being cheated and used through unfair labor contracts. Due to a lack of regulation by the federal Bureau offices, local Bureau agents often had no power to stop the legal approval of blatantly abusive labor contracts. Because of these failures by the Bureau in the year 1865, planters were well on their way to establishing widespread sharecropping practices by 1866.

INDEX WORDS: Freedmen's Bureau, Labor Contracts, Fixed wage Rates, O.O. Howard,
Bureau agents, Freedmen, Planters

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ZACHARY JAMES ALLEN

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ZACHARY JAMES ALLEN

Major Professor:	John Inscoe
Committee:	Diane Morrow
	Daniel Rood

Electronic Version Approved:

Suzanne Barbour
Dean of the Graduate School
The University of Georgia
May 2018

DEDICATION

I would like to dedicate this work to my mother and father, Mauricia and Kerry Allen, who have supported all of pursuits throughout life with the upmost enthusiasm and love.

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I would like to thank my advisor, mentor, and friend John Inscoe for taking me on and teaching me the importance of what historians do. Without his advice, remarks, and numerous edits, this work would never have been finished.

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INTRODUCTION

“Numerous applications have been made to me for the information as to the policy to be adopted on the subject of labor. In the present unsettled state of the country, and in the absence of any recognized State authorities, I find it my duty to assume control of the Plantations.”

Written by John Hatch in April 1865, the Military Commander of the Department of the South, a military council in charge of union troops and officials throughout the South, but specifically within Georgia, South Carolina, and Florida, this statement was the first official comment by the United States government in regard to the issue of freedmen labor after the official surrender of the Confederacy. Hatch’s absorption of responsibility for freedmen’s adjustment would ultimately intimately tie him to the department tasked with this same responsibility, the Bureau of Refugees, Freedmen, and Abandoned Lands, more commonly referred to as the Freedmen’s Bureau. Hatch’s main purpose in formally declaring responsibility for freedmen was to set a precedent for his successors, one that required that any labor contracts “be submitted to the nearest Military or Naval Commander for approval and endorsement.” The requirement would naturally shift to the Freedmen’s Bureau after the official surrender of the Confederacy, but the concept of requiring Union government approval nevertheless was laid out by Hatch. While Hatch’s policy did not superimpose itself over federal Bureau policy, this order outlined future Bureau policy pertaining to how the Bureau would handle all labor contracts throughout the South.¹

¹ John P Hatch, *Circular to Planters, Etc.* Headquarters, Northern District, Department of the South, 25 April 1865, Washington D.C. Hahn, Steven, and Miller, Steven, and O’Donovan, John, and Rowland, Leslie. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* Chapel Hill: The

Most of the historiography surrounding the Freedmen's Bureau either addresses the varying failures or successes of the Bureau in a vacuum, often focusing more on the former of the two categories. Little attention however has been given to one of the most important mechanisms used by the Bureau to help establish an economic future for freedmen: labor contracts. The approval of labor contracts became one of the leading roles of local Bureau offices in their attempts to regulate planter influence and control of freedmen's economic viability. My thesis analyzes how the Bureau as a whole went about approving contracts throughout the former Confederacy. I will examine whether or not the federal Bureau was able to combat attempts by whites to take advantage of freedmen labor through unfair contracts, and if so, what methods did they used and their effectiveness? I contend that planters were able to successfully use labor contracts to exploit freedmen into working for low, unregulated wages without any real benefits (i.e. medical care, provided shelter, or time off) despite local Bureau regulations on contracts that called for the existence of those benefits. The reason for this exploitation in the face of attempted regulation stems from the lack of backing from the federal Bureau offices at local levels in attempts to not only enforce regulations on labor contracts, but also in its inability to create any wide-reaching regulations of its own. In fact, the only consistency to be found within the entire Bureau rests within the doctrine set up by Commander Hatch, who ironically was neither a Bureau official or had say in the passage of their policy. Furthermore, the chaos that surrounded the United States bureaucracy throughout 1865 left the Freedmen's Bureau as a rather autonomous office with very little federal oversight, meaning that the federal Bureau office did not implement fair or beneficial policy, no higher authority would be there to change it.

University of North Carolina Press, 2008. Unless otherwise noted, the stated primary sources are retrieved from this source.

My analysis and argument will center around planters, freedmen, and ex-confederates' interactions and experiences with the Freedmen's Bureau immediately after the end of the war. My analysis will for the most part look to determine how the Bureau handled the evolution of labor contracts throughout the year of 1865 at both the state and federal levels. My specific study of these elements only in 1865 is not only new and unique, but profoundly important. The year 1865 is unique for the Freedmen's Bureau for multiple reasons. First, the disorder that the Civil War and its ending caused left the federal government in disarray, leaving the Freedmen's Bureau to act rather autonomously from federal oversight and with arguably the most power of its existence. Secondly, as I will show, in 1865 we see a vast array of different mediums being used as currency for labor i.e. physical currency, credit, or crops. After 1865, there is a large shift towards sharecropping, with crops becoming the main medium for currency transactions. Lastly, I will argue that the decisions made by the Bureau in 1865 not only sets the trajectory for all future Freedmen Bureau policy, but the entire future of the Southern economy for years to come. I will place a heavy emphasis on the Bureau approved contracts themselves, highlighting slavery-related language within these contracts to show the success of planters to retain freedmen in slave-like conditions despite attempts by the Bureau to implement regulations. By delving into official Bureau accounts, statements, and documents, I will lay out a thorough account of how the Bureau itself reacted to its failures throughout the South, highlighting the confused and angered response from local Bureau offices to their federal headquarters. Lastly, I will use accounts by specific freedmen to show how they actively resisted the unfair labor contracts juxtaposed with planter accounts and contracts that tried to cheat these very freedmen. Unfortunately, there are not many sources written by freedmen that deal with the active resistance of unfair labor contracts. However, the lack of these sources is not the equivalent of

saying there was no resistance by freedmen. Rather, the few sources that are available are extrapolated on in combination with sources that while not written by freedmen, still show their perspective.

The Historiography of the Bureau

The establishment of the Freedmen's Bureau on March 3, 1865 across the war-torn Confederacy came into existence with the noblest intentions. Established by Congress, but also answerable to the President, especially under President Johnson's tenure, the Bureau worked as an agency of the federal government with state and local offices. The original narrative of the Freedmen's Bureau, which Congress eliminated in 1872, was mostly generated by white "Redeemers", who looked to paint every Union action in the post-war South as negative and saw the Bureau as a way to institute 'negro rule' across the South. The Bureau to the Redeemers was a way in which Congress legally sanctioned the stealing of white man's land in an effort to give it to former chattel. Not only was this a punishment for Southern whites for rebelling against the Union, but also constituted a way in which the Republicans could solidify their power in government by accruing a large number of black land-owning voters among their ranks. The Bureau was just one of the many mechanisms established by Republicans and abolitionists to punish and control the South by giving power to their former property.²

This narrative about the Freedmen's Bureau, which has largely been dispelled, started with works from the beginning of the 20th century. While usually overlooked, W.E.B Du Bois was actually the first historian to look at the entire body of work of the Freedmen's Bureau. In

²For an in depth look at the white Redeemer's view of the Bureau, Radical Republicans, and Reconstruction, see Eric Foner's *Reconstruction: America's Unfinished Revolution, 1863-1877*. (New York: Harper and Row, 1988.) This monolithic tome covers most prevailing thoughts on the issue. For a more compact, general, and easy to read narrative of the same concept, see Foner, Eric. *Forever Free: The Story of Emancipation and Reconstruction*. Vintage, 2006.

the journal The Atlantic in 1901, Du Bois argued that the Bureau was not simply an extension of Republican desire to punish the proponents of the former Confederacy. Rather, the Bureau was a real concerted effort to help freedmen assimilate into a free market society that removed them from the confines of their former servitude. Du Bois concludes however that while such an effort was admirable, "Thus did the United States government definitely assume charge of the emancipated Negro as the ward of the nation. It was a tremendous undertaking". However, in the end this effort was a total failure. Despite the arduous work of some agents, and the generally positive attitude shown by freedmen in their endeavors, it never lived up to its full potential due to "bad local agents, inherent difficulties of the work, and national neglect." Interestingly enough, Du Bois claims the only success the Bureau did have was setting up a system of schools that would be built upon for decades to come. This narrative established by DuBois that the Bureau was well-intentioned, but nevertheless a failure, would come to dominate the historiography of the Freedmen's Bureau for the next century.³

While Du Bois's writing was important in setting the tone for Freedman's Bureau historiography, it was not until 1904 that a book-length study of the Bureau appeared. Paul Pierce, a historian of the Reconstruction period, dedicated his book to the Bureau, something that no white historian had yet done. Expanding on many of the principles introduced by Du Bois, Pierce centered his study around the successes of the Bureau, arguing that the Bureau succeeded in bringing economic autonomy to freedmen in the face of ex-slave owners trying to regain power. Furthermore, he disregarded the notion that the vast majority of Bureau officials were

³ DuBois, W.E.B. . 'The Freedmen's Bureau'. *The Atlantic*, 1901, 354-65. First argument to made about the Bureau that looks at both the positives and negatives of the Bureau simultaneously. See Du Bois, WEB. *The Souls of Black Folk*. Chicago: A.C. McLurg and, 1903. For a more complete analysis of the ideas that Du Bois touches upon in the article, as well as Du Bois, W.E.B. *Black Reconstruction in America: An Essay toward a History of the Part Which Black Folk Played in the Attempt to Reconstruct Democracy in America, 1860-1880*. New York: Oxford University Press, 2007 for a retroactive analysis.

corrupt Northerners looking to please a reinstated planter class. Rather, most officials were dedicated to their job but failed to have the regional and national support of the federal government to actively pursue their agenda of economic betterment for freedmen. While Pierce's work is far from all encompassing, it provides the first large-scale look into the Freedmen's Bureau without the white redemptionist philosophy clouding his analysis.⁴

This trend of sympathizing with the Bureau continued at the turn of the century with specific case-study analyses of Bureau successes. For instance, as the historian Walter L. Fleming noted in 1906, in the Sea Islands of Georgia and South Carolina the Bureau succeeded in securing some 40,000 freedmen copious amounts of land for farming which they received under General Sherman's Order 15. On this land they flourished, turning a profit in their first year on the land. Furthermore, the Bureau refused to give that land back to the white planters after the war. Alongside the freedmen, Fleming noted that Bureau officials "armed themselves and refused to allow any owner to return to his plantation." In an effort to make such land legal property of freedmen, the Bureau of South Carolina issued an official proclamation that "declared the grants on the coasts and sea islands to be valid, and confirmed the blacks in the possession of all lands held by them in 1865." Despite these efforts by the Bureau, the freedmen received no official support from the federal government, even being overruled by President Andrew Johnson who demanded in 1866 that the land of the white planters returned to them immediately. While Fleming notes that this case is exceptionally unique, it shows the best the Bureau had to offer. The Bureau had the ability to be helpful to freedmen, and in fact was in

⁴ Pierce, Paul. *The Freedmen's Bureau: A Chapter in the History of Reconstruction*. Iowa City, University of Iowa Press. 1904

many places, but nevertheless could not sustain this success because of the lack of support from the federal government.⁵

Until the mid-1950's, the battle between the Southern redeemer philosophy of the Freedmen's Bureau and the revisionist philosophy continued within the historiography. In 1955, George Bentley, who would come to be the leading historian of the Freedmen's Bureau for his generation, inserted himself into this long-contested and ill-documented debate on the Freedmen's Bureau. Bentley established a monographic study of the Bureau, relying on the vastly underused employee accounts to create the first full-length study on the Freedmen's Bureau. All other studies up to this point had either been articles, chapters, or in Pierce's cases, very short books. Using a plethora of journals, letters, and official Bureau reports, Bentley produced an all-inclusive history of the Freedmen's Bureau in an attempt to finally put an end to the questions surrounding the legitimacy of the Bureau and its officials. Specifically, he addressed the question of free labor, analyzing whether or not the Bureau succeeded in acclimating the majority of freedmen to the new free labor roles that they would take after emancipation. Bentley concludes that the Bureau as a whole failed to properly prepare and provide freedmen with the skills and resources needed to adapt to their new role as free laborers. While there were exceptions, freedmen found themselves quickly abandoned by the state and federal government in terms of labor equality. Furthermore, the confusion and lack of coherence presented by the Bureau to both freedmen and planters left the post-war South's economic landscape in a state of extreme uncertainty. This therefore allowed planters to dictate the terms of freedmen labor contracts with a large amount of leeway and little oversight or intervention from

⁵ Fleming, Walter L. "Forty Acres and a Mule". *The North American Review* 182, no. 594 (1906): 721-37. This article was seen as an extremely controversial piece when introduced. Due to this fact, it is often overlooked in a historiography of the Freedmen's Bureau.

the federal government or the Bureau itself. Much like his predecessors, Bentley concluded that while the Bureau had good intentions, it nevertheless failed due to a lack of federal government backing.⁶ While I agree with Bentley's conclusion, Bentley's conclusions fail to analyze the specifics of why the Bureau failed freedmen, specifically in regards to labor contracts. Bentley makes many assumptions about the failure of the Bureau, failing to include a wider range of sources including voice of both planters and freedmen, something I do in this study.

With a top down analysis of the Bureau firmly in place, the natural trend in the history of the Bureau leant towards studying specific successes and failures. The most innovative, informative, and convincing of these limited studies comes from Paul Cimbala, the de-facto historian on the Freedmen's Bureau of the late 20th century. Cimbala looks not only at the importance of the Bureau in establishing labor contracts and free labor working conditions for freedmen, but also its contribution to philanthropic and educational institutions inside of Georgia. Using Georgia as a case study for Bureau activities serves as a strong model for most of the Deep South, as the Bureau faced extreme resistance from old planter elite throughout its entire existence. Despite many initial successes by the Bureau in establishing economic and educational communities for freedmen throughout Georgia, the general "hostile environment" in which the Bureau found itself working in ultimately undermined most of their efforts. Furthermore, despite the good intentions by most of the ground level Bureau workers, Cimbala concludes that the Bureau served as an "an imperfect, short-lived institution; its functions severely limited by nineteenth century attitudes[, and that] ex-planters caused much of its failure to alter the economic, legal, and political landscapes of Georgia." Ultimately, Cimbala's

⁶ Bentley, George. *A History of the Freedmen's Bureau*. Philadelphia: University of Pennsylvania Press, 1955. The first full book size narrative focusing solely on the topic of the Freedmen's Bureau. Other efforts had only been article or chapter size initiatives. For another, earlier example, see Du Bois *Souls of the Black Folk*.

conclusion is important as it serves to show that state governments were equally unsupportive of the Bureau's initiatives as the federal government. In addition, the extreme amount of hostility shown by ex-planters created a culture of hostility towards the Bureau, which was eventually unable to overcome the transgressions that surrounded them.⁷ While Cimbala provides a compelling argument, he nevertheless fails to extrapolate his findings to any other areas in the South. The failings of local Bureaus within the state of Georgia may be true, but as I shall argue, it was often the workings of local Bureaus that were most beneficial for freedmen, not the national branches. Furthermore, I disagree with his conclusion that the state governments were often as lackluster as the federal government in their support of freedmen.

The most recent addition to the historiography of the Freedmen's Bureau is another top-down look at the institution as a whole. Cimbala returns to the concept of labor contracts, focusing on the lack of coherence within the Bureau in terms of standardizing what should be included in them. Without a system of standardization, it becomes very possible for planters exploit the labor of freedmen through differing unfair contracts. The vast amount of confusion expressed by planters not only about the formatting of contracts, but more importantly about the details such as base wages, health care, living conditions, food, time-off, etc. led to a wide array of differing contracts. Furthermore, the lack of a standardized contract authored and approved by the Bureau itself provided no format for planters to follow. This enabled planters to largely improvise within their contracts, setting their own wages and terms that often mirrored the work

⁷ Cimbala, Paul. *Under the Guardianship of the Nation: The Freedmen's Bureau and the Construction of Georgia, 1865-1870*. Athens: The University of Georgia Press, 1997. For examples of other case studies, such as in Texas see Crouch, Barry A. *The Freedmen's Bureau and Black Texans*. Austin: University of Texas Press, 1992 and Bean, Christopher B. *Too Great a Burden to Bear: The Struggle and Failure of the Freedmen's Bureau in Texas*. New York City: Fordham University Press, 2016. For a look at how women were affected by the Bureau, see Farmer-Kaiser, Mary. *Freedwomen and the Freedmen's Bureau: Race, Gender, and the Public Policy in the Age of Emancipation*. New York City: Fordham University Press, 2010 and Faulkner, Carol. *Women's Radical Reconstruction: The Freedmen's Aid Movement*. Philadelphia: University of Pennsylvania, 2004.

conditions of slavery, albeit in different language.⁸ While I agree with Cimbala's conclusions, I am weary of how he arrives at them. He does not provide a clear narrative on the innerworkings of the Bureau at the local and federal level, something I focus on. Furthermore, he fails to include the voices of many prominent actors in his analysis, such as pro-regulated contract planters and freedmen themselves. Finally, I found Cimbala's analysis to be far too broad, and seems to try and compensate for the specificity of his case study in Georgia. While his conclusions are sound, his evidence is not.

In addition to the historiography of the Bureau itself, the history surrounding the Southern economic system up until emancipation needs examination. In his ever-influential work *The Political Economy of the Cotton South*, Gavin Wright stated the Old South economic system was so dependent on the system of slavery for profitability, that almost every political decision leading up to, and through the war itself, is traceable to holding up this system. Slavery was crucial to the cotton growing system in the South, something that Wright argues would not be as profitable without the use of chattel labor. After the end of the war and the emancipation of slaves, the economic system which had been so integral to the Southern way of life ceased to exist. Unlike many historians who argue that the destruction of southern infrastructure during the Civil War caused the economic collapse of the South, as well as the lasting economic lag throughout the region for decades later, Wright finds the major reason for this lag in another area.⁹ For Wright, it was the white Southern desire to return to a system of cotton production based on terms that closely resembled slavery. White Southern thinking was therefore

⁸ Cimbala, Paul. *The Freedmen 's Bureau: Reconstructing the American South after the Civil War*. Malabar: Krieger Publishing Company, 2005.

⁹ Nelson, Megan Kate. *Ruin Nation: Destruction and the American Civil War*. Athens: University of Georgia Press, 2012. This is a good example of the argument that centers around the destruction of Southern infrastructure being the cause for long term Southern economic failure.

backwards, and was unable to adopt to the shifting global markets that were creating a decline in the demand for cotton production. This mindset explains the high level of desire exhibited by planters throughout 1865 (and through all Reconstruction as well) to restrict freedmen to contracts that forced them to stay on the plantation in an effort to recreate slavery through legal terms. While slavery defined the economic and political narrative of the Old South, an attempt to recreate those conditions would come to dictate the economic and political agenda of the post-war South.¹⁰

A historiography of this period would be remiss without a discussion of Eric Foner's monumental work *Reconstruction: America's Unfinished Revolution: 1863-1877*. Foner situates the era of Reconstruction around newly freed blacks, while at the same time placing Reconstruction at the national level, focusing on how Reconstruction affected the entire nation. Furthermore, Foner is particularly important for this thesis due to his analysis of the Bureau from a perspective that includes black voices, who applaud and critique the varying efforts of their local Bureau offices. While much of his writing covers the years after 1865, his work is absolutely crucial for an understanding on how Reconstruction was being approached by the North, and what expectations the federal government had for the Bureau, and what they expected would be done for freedmen social, politically, and in my case, economically.¹¹

¹⁰ Wright, Gavin. *The Political Economy of the Cotton South: Households, Markets, and Wealth in the Nineteenth Century*. New York: W.W. Norton & Company, 1978. For another, equally important look at how white actions of racism and economic hinderance towards freedmen effected their economic prosperity see Ransom, Roger L., and Richard Sutch. *One Kind of Freedom: The Economic Consequences of Emancipation*. Cambridge: Cambridge Univ. Press, 2001. While freedmen did gain a much large degree of economic freedom and prosperity from emancipation, they nevertheless were greatly affected by the racist attitudes and actions of former white planters throughout Reconstruction.

¹¹Foner, Eric. *Reconstruction: America's Unfinished Revolution, 1863-1877*. New York: Harper and Row, 1988.

Understanding Labor Contract Mentality in 1865

A common misunderstanding when thinking about ‘free labor’ in 18th and 19th century America is when one compares it to a modern understanding of the term. Today, we think of free labor as the right to work for whom we choose under fair conditions and pay. Furthermore, we have the right to leave that job if agreed upon conditions are broken. In essence, we choose what we do for conditions we agree upon. While these beliefs are comparable to 19th century ideals about labor, the concept of working *for* someone effectively negated the aspect of ‘free’ from ‘free labor’. To fall back on the Jeffersonian ideals of freedom, owning one’s own land where he could provide for himself without the need of wages, corporations, or bosses was the true definition of ‘free labor’. Often enough in American history we see wage labor being compared to slave labor. Because of this, it becomes easy to see that contracted labor was not considered to be ‘free labor’ in the same sense that we consider it to be today. Therefore, when the question of what to do with 6 million unemployed freedmen was thrust upon the Freedmen’s Bureau, many different ideas came to the forefront of the discussion. In this context, labor contracts refer to contracts that include an agreed upon compensation for a set time of work. In 1865, types of this compensation consisted of physical currency, credit, shelter and clothes, and food. In addition, wages could be a “lien upon the crop or upon the land”.¹² The reason for such varied mediums of currency stems from the general state of a cash poor society throughout the war. With many southerners wealth and capital either stolen, destroyed, or set free, actually money was often hard to come by. The labor contracts I am examine, which were by far the most frequently used and likely to be approved, had a monthly payment clause, and did not contain a section for a

¹² O.O. Howard, Commissioner of the Freedmen’s Bureau, to James Yeatman. July 10 1865. Washington D.C. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 359.

‘percentage of crops harvested’ which would become staple for the sharecropping method. As I will show sharecropping did exist in 1865, but the *vast* majority of labor contracts signed by freedmen were dolled out under a monthly compensation agreement, therefore being different from sharecropping.¹³

I will focus solely on how the Bureau dealt with the emergence of widespread labor contracts for several reasons. First, wage labor came to be the most dominant way in which freedmen in the South tried to make a living in 1865 and beyond. Secondly, even before the war ended, the employment of freedmen with labor contracts had become the prevailing practice on how to deal with freedmen’s economic future throughout the North and the South. While plenty of freedmen did achieve the Jeffersonian ideal of free labor after emancipation by either gaining their own land in the South or in heading west, I will not be dealing with them in this assessment as they are not as numerous or relevant.¹⁴

The historian William Fogel concludes that the emancipation of slaves was solely a political change rather than both a political and economic change. The basis of this conclusion stems from how freedmen entered the work force after their emancipation. While black men did gain the right to vote and eventually held some offices (despite this being severely limited), their economic position on the hierarchy of labor did not change at all. The answer for this is the widespread push by both Northerners and Southerners to employ freedmen as wage laborers rather than giving them easy access (either through fair purchase or government provided) to

¹³ See Figure 1 for an example of a common labor contract from 1865.

¹⁴ For excellent examples of how different wage labor and free labor were viewed in this period in relation to slave labor see Holt, Thomas, *The Problem of Freedom: Race, Labor, and Politics in Jamaica and Britain, 1832-1938*. Baltimore: The John Hopkins University Press. 1992. While not just specifically about the Southern United States, Holt provides an excellent argument on how freedom and wage labor were tied together. Furthermore, if interested in how the concept of freedom ties directly in contracts, see Stanely, Amy Dru. *From Bondage to Contract: Wage Labor, Marriage, and the Market in the Age of Slave Emancipation*. Cambridge: Cambridge University Press: 1998.

their own private farm land.¹⁵ The prevailing thought for most architects of freedmen's economic future, which included the Freedmen's Bureau, was that freedmen would best be suited for agricultural labor roles, as those were the skills they developed as slaves. Furthermore, the introduction of labor contracts, which were constituted and created with a Northern mentality that was "largely foreign to Southerners, black and white" would have major positive ramifications throughout the South while at the same time meeting the needs of farm owners. It was the hope of Northern officials and Bureau agents that the introduction of these contracts would fundamentally alter the societal and economic relations that had been created by slavery.¹⁶ The introduction of these contracts would, in the eyes of the federal Bureau "transform the slaveholders and slave into new people – employers and employees – whose relationship was mediated by an impersonal market rather than personal sovereignty."¹⁷ This is however a rather lofty and unreasonable assumption by federal Bureau officials, and certainly raises the question of how serious the federal Bureau office was.

The failure of the Bureau to effectively establish self-sufficient land grants for freedmen naturally left them without a self-sufficient way to survive. Whites, who unsurprisingly needed a new work force, found themselves compelled to employ the freedmen around them. This in turn would force the two groups to effectively work together, making them reconcile their differences over legal labor contracts that would theoretically be regulated and approved by Bureau officials whose job it was to make sure that freedmen had economic freedom. However,

¹⁵ Fogel, Robert William. *Without Consent or Contract: The Rise and Fall of American Slavery*. New York: W.W. Norton and Company. 1989. A major study into how emancipation was simply a change in name and status only, not truly in economic wealth or political power.

¹⁶ Hahn, Steven, and Miller, Steven, and O'Donovan, John, and Rowland, Leslie. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. Chapel Hill: The University of North Carolina Press, 2008. 310.

¹⁷ Hahn. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 309.

the Bureau failed to take into account the degree into which race would still actively affect the construction of contracts. The mindset of employer and employee that Northern officials hoped would take root did not surpass the racial divide that still existed throughout the South despite emancipation. In fact, it can be argued that racial divides became even more severe after emancipation, as slavery no longer naturally divided the two races. Because of this, the civility that Bureau officials believed would naturally be created by the introduction of these contracts did not occur. Once again, it is fair to question whether or not Northern Bureau officials sincerely believed this occurred, or were simply naive to the level of racial divide that existed within the South.

Furthermore, while this concept of labor contracts was promising on paper, the Bureau failed freedmen in two arenas. First, its refusal to provide freedmen with workable land while at the same time failing to stop whites from regaining their lost land from their former slaves severely handicapped freedmen. For instance, The Sea Islands of South Carolina are a picture-perfect example of how freedmen who had access to land were able to create a thriving community. By June of 1865, the freedmen in the Sea Islands had turned their community into a successful economic hub that was consistently turning out profits. This success would have continued if not for the return of white planters who lobbied the federal government (President Andrew Johnson himself at one point) for the return of their land, which it swiftly did.¹⁸ Much like in the Sea Islands, the lack of any accessible and workable land of their own across the South kept freedmen at the status of a wage laborer, a concept at the time that was often equivalent to slave labor. Secondly, as we shall see, the failure of the Bureau to truly protect freedmen from exploitation in these labor contracts ultimately reduced freedmen to near slaves.

¹⁸ Rose, Willie. *Rehearsal for Reconstruction: The Port Royal Experiment*. (New York: Bobbs-Merrill Co.) 1964. An excellent case study on the 'Sea Island Experiment' in South Carolina.

The failure of the Bureau to successfully keep these islands for freedmen is explained in further detail later.

The Guidelines and Stipulations of the First Labor Contracts

John P. Hatch's statement on April 25th, 1865 created a guideline for a uniform policy among Bureau offices on how to deal with labor contracts, something that had not been established by the Bureau on its own since its creation in March of the same year. Based on Hatch's statement O.O. Howard, the Chairman of the Freedmen's Bureau, made it the federal Bureau's first priority to establish a system of regulation on planters' treatment of freedmen in the realm of labor. As was the Union's consensus, freedmen should for the most part be brought into the labor force by performing roles that they were well equipped to complete; agricultural production.¹⁹ Hatch's statement, while possibly unintentional, served as the Bureau's first motivator as to curb planters from stifling the rights of freedmen through unfair and unauthorized contracts. While Hatch's statement addressed no other specifics in regard to these contracts, such as what should be included in them, their formatting, or even their length, Hatch's statement set the Bureau's precedent that planters' must have their contracts approved by employees of the federal government. With this precedent set, the Freedmen's Bureau believed they could successfully void contracts that exploited freedmen.

The confusion that sprang up from the vagueness of Hatch's statement led to waves of written queries and concerns being sent to local Bureau offices, which for the most part went unanswered. This initial response by O.O Howard to these queries was equally as vague and nuanced, as he stated "Although we have no absolute authority to compel... we must use every

¹⁹ McFeely, William. *Yankee Stepfather: General O.O. Howard and the Freedmen*. Yale University Press, 1968.

endeavor" to try and get planters to bind themselves "by written obligations" to their freedmen.²⁰ By May 16th however, Howard formally declared that the approval of labor contracts must come from Bureau agents, stating in his General Order 2 that contracts were to be "free, bonafide acts, approved by proper Bureau officers" on the grounds that they stop the "compulsory unpaid labor and acts of cruelty and oppression."²¹ He would go on later to clarify who exactly would be allowed to approve said contracts, "All Commissioners, sub-agents, Provosts, and Military Commanders", the last a possible nod to Hatch himself.²² This, along with Hatch's original statement, established one of the few practices, (agreed upon by the Bureau at the federal level) the requirement that planters have their labor contracts verified by their local Bureau Office. However, it was not until two months after Hatch released his original statement that any degree of uniformity in these contracts (such as lengths of contracts) came to be required by the Bureau at the federal level. Until then, many state and local level Bureau offices took initiative to provide their own guidelines to what is needed in these contracts.²³ While most of these statements were fairly generic, they nevertheless provided some structure to a document that was generally foreign to the people who were writing them.

For instance, one decree on June 3rd from the superintendent of the local Bureau office of Monroe, Louisiana stated, "Freedmen must be employed under specific contracts, at reasonable

²⁰ Howard, Oliver Otis. *Autobiography of Oliver Otis Howard, Major General, United States Army*. New York: The Baker and Taylor Company. 1907. Quote given in late April of 1865.

²¹ O.O. Howard General Order No.2 May 16 1865, Washington D.C. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 350.

²² O.O. Howard to Jason Yeatman, July 4 1865, Washington D.C. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 379.

²³ John P Hatch, *Circular to Planters, Etc*. Headquarters, Northern District, Department of the South, 25 April 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 332. The first official federal decree on the future economic plans for freedmen. Hatch declared in this statement that he spoke for all Bureau offices.

wages, and kindly treated.”²⁴ While not particularly detailed in its requirements (such as failing to mention what specific jobs should be in these contracts), it nevertheless lays out that freedmen must but be paid in specific, agreed upon (between the planter and the laborer) wages, and cannot treated with the level of cruelty seen during their times as slave. While the vagueness of the statement is clearly debatable, as the concepts of ‘reasonable’ and ‘kindly’ are undefined and up for interpretation, a general guideline for the treatment of freedmen under employment becomes established. In response to General O.O. Howard’s refusal to establish federal guidelines in regards to labor contracts Major General Jeno Smith, the superintendent of the Bureau in Tennessee wrote that he would have the “authority to investigate all complaints and during the absence of courts for the administration of Civil law, to punish summarily all violations of contracts by either party.”²⁵ Bureau officials like General Smith often took it on their own authority to uphold fair contracts, even without the approval of the federal office.

One Bureau office in Arkansas made it impossible to coax freedmen into signing labor contracts by stating, “Contracts voluntarily and satisfactorily entered into between freedmen and their present or former employers, will be approved by the Superintendent.”²⁶ Without the active consent by freedmen, the contract would ultimately be null and void. Again in Monroe Louisiana, a further requirement by the Bureau in order for a contract to be valid in the eyes of the federal government is that “No contract will be approved that does not guarantee to the Freedmen of all ages and conditions on the premises of the employer, good and sufficient

²⁴ General Orders 20, Head Quarters Northern Division of Louisiana, June 3 1865, vol. 139 Box 244, pp. 161-162. Louisiana State University.

²⁵ Maj. General Jno E Smith to Major General O.O. Howard, 22 June 1865, Johnson City, Tennessee. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 369.

²⁶ Carhart, L.H. Office Superintendent and Provost Marshal Refugees, Freedmen and Abandoned Lands, 25 July 1865, Camden Arkansas. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 144.

clothing and food, kind treatment and proper medical attendance.”²⁷ In response to Mississippi planter resistance to local Bureau ordinances, the Assistant Commissioner of the Freedmen’s Bureau relayed a message to all farmers in the state that in regards to labor contracts that “It is important that the Planters of Mississippi both understand the new relation which they sustain to the new labor of the State, and cheerfully accept the facts of the new situation.”²⁸ While it is clear that many of these contracts differed in specificity and overall usefulness, they nevertheless were attempts by state and local Bureau offices to set uniform standards for labor contracts, something their federal counterparts failed to do.

Despite these efforts by state and local Bureau offices to place regulations on labor contracts, planters were often able to circumvent labor restrictions. The most common way was to get freedmen to sign labor contracts they did not fully understand. Due to the high volume of freedmen who were illiterate, it became a common practice for planters to lie about the clauses within a labor contract, promising better pay and benefits than what was actually stated on the contract. For instance, one former mistress in Louisiana was able to exploit her former slave into signing a contract that offered him little more than two meals a day for his work about the house. His illiteracy prevented him from seeing the true nature of the contract, which resulted in his forced employment for a year. Despite proposed regulations in Louisiana against such actions, a local Bureau approved such a contract because it contained the ‘voluntary signature’ of the freedman. This ‘signature’ was simply an X, something that could have easily been done by the mistresses, or voluntarily done by the freedmen after being lied to about the details of the

²⁷ *General Orders, No. 4*, Headquarters U.S. Forces, 5 July 1865, Monroe, Louisiana. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 321.

²⁸ Assistant Commissioner of the Freedmen’s Bureau Colonel Samuel Thomas to the State of Mississippi. Vicksburg, Mississippi Aug 4th 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 320.

contract.²⁹ The Gonzalez family of North Carolina also used the illiteracy of their former slaves to their advantage. Their family papers note that despite telling the freedmen that they would be paid five dollars a month plus a share of the crop, the contract that they made their mark on stipulated that they would get paid only a dollar a month with no share of the crop being mentioned. While this contract was eventually revoked and rejected by the Bureau in 1866, it nevertheless was in full effect for all of 1865.³⁰ Planters were able to lie about the contents of contracts to their illiterate workers, coaxing a ‘voluntarily signature’ from them under false premises.

Planters did not always have to trick illiterate former slaves into unfair working conditions. Despite some state regulations on labor contracts, planters largely ignored any such restriction when hiring freedmen because of the lack of federal oversight on labor contracts in congruence with almost no federal backing of state and local bureau offices. Until June 29 of 1865, there was absolutely no federal Bureau guidelines for labor contracts, which meant that any state or local suggested guidelines were not federally enforced. Without a centralized plan for how to handle freedmen labor contracts, local and state officials did not know how to deal with local planters who refused to follow their procedures, often giving up and approving sullied labor contracts. Furthermore, without the ability to turn to federal support, Bureau officials could not threaten planters with federal consequences if labor contracts were not up to code. As one Georgia Bureau agent reported to Howard, he had “Done all in his power” to uphold local contract ordinances, but without the help of federal direction could do very little.³¹ Planters were

²⁹ Statement of Easter, 30 September 1865, vol. 391/960 DG, p. 17, Miscellaneous Records of the Provost Marshal, Morganzia LA, Provost Marshal Field Organizations, Box 393 Pt. 4. Hill Memorial Library. Louisiana State University.

³⁰ *Elliott and Gonzales Family Papers. Personal Correspondence, 1861-1865. Davis Library, University of North Carolina. 201.*

³¹ Anonymous Georgia Bureau official to O.O. Howard, May 29 1865, Atlanta, Georgia. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 352.

able to successfully find loopholes in Bureau regulations almost immediately, a practice that would continue throughout the entire existence of the Bureau.

A plethora of contracts exist dating up until June 29, the official release of the first federal Bureau outline for labor contracts. For instance, a contract approved on June 1 stated “That the said negroes are to behave themselves well and be willing to be controlled by the said Penick (employer) and the Management”. Once again there was a high degree of unspecific language within this contract, this time in regards to freedmen being ‘controlled’ by their management. This agreement allowed for Penick and his management to practice a wide variety of controlling factors to keep their employees under control, many of which could most certainly be linked to slave-like conditions. Physical punishment, preventing social gatherings, withholding medical care, restricting movement, all penalties associated with slavery could fall into this vague term of being ‘controlled’.³² The vagueness of this contract is one of the reasons it passed inspection by a Bureau official, as it offers no specific negative language. However, its nebulousness also opens up an extensive number of tools for the planter to use in order to discipline and control his employees.³³

Not all labor contracts were so vague. Many contracts spelled out exactly what their employees were not allowed to do, even with the risk of spelling out terms that sounded exactly like slave conditions. One of the most common clauses used by planters was the restriction of

³² Contract between W C Penick and Ashbury et al., 1 June 1865, enclosed in The State of Alabama vs. Asberry Penick, 28 Sept 1865, filed under 'P' Unregistered Letters Received, ser. 9, AL Asst. Commerce., Vol. 105 Box [A-1640]. Reconstruction Cases of Alabama. Ralph Brown Draughon Library, University of Auburn.

³³ For a plethora of examples of this type of language, see Hahn, *Freedom a Documentary History of Emancipation. 1865*. Pg. 300-650. Also see; Berlin, Ira, and Glymph, Thavolia, and Miller, Steven, and Reidy, Joseph. *The Wartime Genesis of Free Labor. The Lower South*. Cambridge University Press, 1990 Pg. 72-347. Berlin, Ira, and Glymph, Thavolia, and Miller, Steven, and Reidy, Joseph. *The Wartime Genesis of Free Labor. The Upper South*. Cambridge University Press, 1993. Pg. 150-492. Hayden, Renee, and Kaye, Anthony, and Masur, Kate, and Miller, Steven, and O'Donovan, Susan, and Rowland, Leslie, and West, Stephen. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 2: Land and Labor, 1866-1867*. Chapel Hill: The University of North Carolina Press, 2013. Pg. 100-314.

their employees' movement on and off the plantation. On June 8 in Mississippi, the planter AJ Donelson had his labor contract approved that stated his employees must "Obey all the orders given by said Donelson and to stay at home unless permitted to leave." Besides the social and psychological effects such captivity might have on a freedman, it also allowed Donelson to derive more work from the freedmen than was initially agreed upon, as the freedmen were simply not allowed to leave. Donelson's labor contract sounded and looked like legalized slavery, but was nevertheless approved by Bureau officials as no federal order prohibited such language.³⁴

Often, instead of writing clauses that kept freedmen on the plantation, planters would issue sections that allowed for the removal of freedmen from the plantation based on orders not being followed, thereby allowing planters to withhold their wages for the season. James M. Smith, a South Carolina planter, had his labor contract approved on June 20 that decreed that "we (employees) the under-signers do agree to obey all orders coming from the said James M. Smith and in case ones fails to comply with the above he or she is to be turned off by the said James M. Smith". The threat of being expelled from a plantation workforce and losing potential wages was just as strong, if not more so a controlling factor for planters as restricting freedmen's movement. If orders were not obeyed by freedmen, eviction from their homes became possible. Their wages and crops could withheld, and they could even be blacklisted from other plantation households because of their breach of contract.³⁵ The language used by Smith helped achieve generally the goal of legalized servitude in place of recent emancipation. The state and local

³⁴ Contract between AJ Donelson and Tom. Madison, Miss. 8 June 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 334.

³⁵ Contract between A.C Jones and James M Smith and George et al., 20 June 1865, Unregistered Labor Contracts, ser. 3312, Orangeburg SC Sub Asst. Commissioner., Vol. 105. Box [A-14010]. Reconstruction Labor Contracts of South Carolina. Thomas Cooper Library, University of South Carolina.

Bureau offices' regulations were not effective enough against planter resistance. Local authorities only hope was that there would be some introduction federal oversight when it came to legal contract regulations.

The Federal Bureau's Response to Corruption:

The negative and exploitative nature of recently approved contracts did not go unnoticed at the federal level for very long. The explicit nature of servitude and unfair conditions that became synonymous with freedmen labor contracts soon caught the attention of John Hatch, the man who had made it the federal governments prerogative to be the overseers of labor contracts throughout the South. In his mind, his vision of instituting a northern model to southern labor contracts based on a mutual employer-employee relationship had failed due to this lack of federal oversight, a direct fault of the Freedmen's Bureau. In response to the Bureau's perceived failure, on June 24 Hatch issued another widely encompassing statement on behalf of the Department of the South and aimed directly at influencing the Freedmen's Bureau, in which he pushed for the elimination of unfair contracts that were akin to slavery:

"It has come to the knowledge of the District Commander, that in some of the Contracts made between Planters and Freedmen, a clause has been introduced establishing a system of peonage - the Freedman binding himself to work out any debt, he may hereafter incur to his employer. All Contracts, made under authority from these headquarters, will be understood as merely temporary arrangements to insure the cultivation of the ground for the present season. Any Contract made under the above authority which contains provisions tending the peonage, will be considered null. The Officers having charge of Contracts will examine them carefully; and when are found to contain such clause, will notify the Planters, that the new Contracts must be made, in which the objectionable feature will be omitted."³⁶

³⁶ Order by the Commander of the Northern District of the Department of the South John Hatch. June 24th, 1865. Charleston, South Carolina. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor*, 1865. 351.

This decree by the Department of the South served as the catalyst for federal action and oversight over labor contracts throughout the South. Hatch, who did not hold a position within the Bureau, nevertheless believed that such a statement would in fact make the federal Bureau office create and enforce regulations that would eliminate the systematic legal slavery that was occurring in the South at the time. Hatch's power only extended throughout the state of Georgia, Florida, and South Carolina, and still did not trump decisions made by the federal Bureau office. However, it was nevertheless a strong statement, even if not all encompassing. Hatch's statement quickly put O. O. Howard in a stressful position, as the pressure to enact federal regulations was not only coming from his inferiors at the state and local Bureau offices, but now from differing federal departments outside of his control. This would be one of Hatch's last statements that influenced Howard, as he soon would leave the Department of the South the following month.

In reaction to the criticisms from Hatch, O.O. Howard quickly published a federal Bureau approved labor contract on June 29 which was to be sent to all state and local Bureau offices.³⁷ However, to many officials' dismay, this standardized contract lacked any serious regulations or requirements in terms of what freedmen must be compensated for their work. This contract was a general fill-in-the-blank style form, with sections that asked for the year, job duties, names of freedmen, and general duration of the contract. This contract was envisioned to quell the concerns that Bureau agents had about how to format labor contracts while at the same time giving freedmen some leeway to negotiate their terms. Offering a format was about all the document did however. It included no mention of health care, quarters, time-off, or most importantly wage rates. In addition, the standardized contract came with no other instructions, meaning the federal Bureau simply created an outline for planters to use; it was up to the

³⁷ For an example of Howard's contract, see page 48.

planters' discretion on how to fill them in. This meant that the only resistance planters would encounter from instituting the same slave-like clauses within their contracts would come from local Bureau office regulations, not federal ones. This did not give freedmen any real power when it came to negotiating contracts like Howard had hoped. Furthermore, these standardized labor contracts were not even declared for mandatory use, as according to O.O. Howard himself, these contracts were to be of "general use" for local Bureau, and that "other forms may be used on individual cases". At best, these federal contracts were simple outlines for how a contract *should* look, but were not how they *had* to look.³⁸

National Outcry Against Howard's Standardized Labor Contract:

The lackluster attempt by O.O. Howard and the federal Bureau created backlash from lower level Bureau officials, government officials, and freedmen themselves all across the South. The most egregious offense committed by Howard's uninspiring labor contract seems to be the lack of any fixed wage clauses within these labor contracts. Not having a fixed wage rate for freedmen essentially allowed planters to set incomes for freedmen at near poverty levels. Furthermore, the lack of any such wage regulations opened the door for planters to withhold promised earnings based on outrageously unfair clauses. For instance, in Louisiana, one Bureau official found that many labor contracts within the state included clauses that allowed for planters to dock a full month of wages from a freedman if he missed a single day of work that was not approved by the management. Disturbingly enough, these contracts were for the most part being approved by local Bureau offices.³⁹ While some local Bureau officials refused to

³⁸ Assistant Adjunct General Sam L Taggart to Asst. Commissioners, 29 June 1865, vol. 64, p. 109, Letters Sent, Washington Headquarters. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 353.

³⁹ Decree by Frank Morey, Assistant Superintendent of Freedmen in Alabama, Mississippi, and Louisiana. 22 July 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 336.

approve such clauses, it was based on their own personal and offices' prerogatives, not a national or federal one.⁴⁰ Therefore, it was up to the local offices' own initiative to rebuke such devious contracts, something that did not happen nearly enough.

Due to a lack of such regulations, O.O. Howard received a flurry of criticism and appeals from public figures all across the South. Their complaints centered around the need to institute some sort of fixed regulation system within labor contracts. For instance, the President of the Western Sanitary Commission in St. Louis, Missouri, James E. Yeatman wrote to Howard less than a week after his release of the standardized contract in which he expressed his concern about what would happen to freedmen as a result of no regulation. He stated "You have not fixed upon any definite policy, in regard to designating the rate of Wages to be paid to freed people in the different rebellious states" for which he believed based on "abundant evidence that fair compensation will not be granted by those, who have heretofore owned the negro, unless compelled to do so."⁴¹ Without laws that forced planters to give freedmen fair compensation for their work, such compensation would never occur naturally.

Men from inside the Bureau itself often found fault with Howard's decision to ignore the institution of fixed wages. Davis Tilson, the Bureau Superintendent of Memphis, wrote to his superior, General Clinton Fisk, about the severity of not having any federal regulation for wages: "There is an entire absence of uniformity or system in the contracts, made by employers with the Freed people in this Sub District, and the adjoining parts of Arkansas and Mississippi. In some

⁴⁰ HB Williams to Charlotte Freedmen's Bureau office. Charlotte, North Carolina. October 5th 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 407. This letter consists of Williams pleading to a Bureau agent to approve his contract that had been rejected due to it offering no housing for the employees. Williams would go on in his letter to say "My impression is if the Freedmen's Bureau establishment was removed from out state, the negro would then feel as if they were compelled to go to work and make a living." To Williams, the Bureau was not only holding him back, but the freedmen as well.

⁴¹ President of the Western Sanitary Commission James E. Yeatman to the Freedmen's Bureau Commissioner O O Howard. St. Louis, Missouri. July 4th 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 361.

instances, one tenth and in others as high as one half the net proceeds of the cotton crop have been compromised to compensate Freed people for their labor.”⁴² While this source clearly shows that there were some instances in which freedmen were being given a fair share of crops, it clearly states that many were receiving a very small share of the harvested crop. Furthermore, this report shows that many freedmen were receiving a combination of monetary wages and crops. As early as March of 1865, hybrid forms of sharecropping practices were already being approved by federal authorities; "The terms and conditions of this lease are, that Walton Darden and Watkins are to have control and cultivate said land, for the time sated in above lease (one year). They are to settle all government dues, and pay unto said land, as rent for said land, the sum of \$600" cash (to be supplied by Northern banks) for the freedman as well as a portion of the crops they harvested. If the \$600 was not paid by the September of that year, all their crops would be seized.⁴³ Add in 15 (elaborate on this)!!! Even before the end of the war, there were already examples of early stage sharecropping coming into fruition, often under the cover of some monetary compensation. Despite efforts by the Bureau to establish some sort of monetary compensation (especially in the realm of credit) with their implementation of contracts, their failure to establish a federal wage policy allowed for the institution of sharecropping immediately in the post-War South.

Despite the cries from Hatch and Yeatman, Howard remained adamant on not instituting any fixed wage rate. In response to the Yeatman's plea for wage regulations, Howard wrote that

⁴² Freedmen's Bureau Superintendent of the Subdistrict of Memphis Davis Tilson to Commissioner for Kentucky, Tennessee, and Northern Alabama General Clinton B Fisk. Memphis, Tennessee. July 19th 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 379.

⁴³ Contract between Mississippi Planter Sarah C. Lane and Three Mississippi Freedmen. Warren County Mississippi, 17th March, 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 687. These 3 freedmen were not the only ones renting the land, but were the ones who signed for it. They were signing this contract for 15 other freedmen who would also be working the land and be contributing to the payments. One of the first examples of freedmen grouping together to gain access to a large and expensive plot of land.

he did not “deem it expedient to fix upon a general system of wages.”⁴⁴ As we will see, despite major pushback from his own agents who were dealing with the ramifications of no regulated wage system personally, Howard refused to make any changes to his contract. His reasoning for the lack of fixed wages had its roots in his belief that setting such economic regulations was out of his power and jurisdiction. Furthermore, while Howard did not directly state it, it became clear that he believed enforcing top-down regulations was in fact an infringement on the rights of localities. Nevertheless, his outright refusal to do anything despite the pleas of his associates to act hurt local Bureaus’ ability to promote fair and just contracts, as there was no legal stipulation that made planters provide reasonable wages to freedmen.

Howard’s strongest critics were not in other branches of the government however. In fact, freedmen themselves often took matters into their own hands when it came to finding reasonable waged work. A major voice in the black community that stood for the rights of freedmen was that of black churches. While there were a large number of freedmen who moved from their homes to other regions in the South in search for work, spouses, and other familial members, the most traveled of former slaves were the preachers. Moving from community to community, the preacher served as a source of news for black groups all over the South, and often was able to inform said black groups about how freedmen were economically doing.⁴⁵ Furthermore, these preachers were often used by the Freedmen’s Bureau to spread news of what they were currently doing and what new regulations in regards to labor contracts, local or federal, were occurring at the time. Because of this, black preachers were often the ones who wrote to local Bureau offices

⁴⁴ Howards Response to the President of the Western Sanitary Commission. Washington D.C. July 10th, 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 363.

⁴⁵ Raboteau, Albert J. *Slave Religion: The "invisible institution" in the Antebellum South*. Oxford: Oxford University Press, 2004. Raboteau provides a good understanding into how black preachers would come to hold such a prominent role during the Antebellum period that would carry over into emancipation and Reconstruction.

in the name of black enclaves across the South, and even in some cases represented these enclaves as agents. Chaplain James Hawley of Mississippi was in regular correspondence with the Bureau office in Oxford, forwarding their news to local communities he visited.⁴⁶ Henry McNeal Turner, a black preacher from South Carolina, was in fact an agent of the Bureau itself, moving between South Carolina and Georgia to carry out Bureau work.⁴⁷

Chaplain James Hawley wrote on July 4 to the Assistant Commissioner of the Freedmen's Bureau, Colonel Samuel Thomas, about his concern for the "biased labor contracts" that were being approved by his office. Furthermore, he believed that it was not right that many officials from his office approved the notion that freedmen should simply be content with filling the void they had created by becoming hired farm laborers. In Hawley's words, "make it distinctly understood, that all freed-people have a right to choose their own employers."⁴⁸ Black preachers, while serving as a middle man between local Bureau offices and extremely remote areas of the South, also served as a voice for freedmen who could themselves not personally address their concerns to the Bureau about unfair economic dealings.

One specific example of black preachers' importance to freedmen communities can be found within the Sea Islands of South Carolina. In their attempt to maintain control of abandoned rebel lands on Edsito Island, the freedmen on the island set up a committee to represent the community to both the Freedmen's Bureau and the federal government. This commission led by preachers and clergymen, had a plethora of experience of working with the Bureau to establish

⁴⁶ Letter from Chaplain James A. Hawley to Freedmen's Bureau Assistant Commissioner Col. Samuel Thomas. 4 July 1865. Oxford, Mississippi. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 110.

⁴⁷ Redkey, Edwin. *Respect Black: The Writings and Speeches of Henry McNeal Turner*. New York: Arno Press. 1971. 31.

⁴⁸ Letter from Chaplain James A. Hawley to Freedmen's Bureau Assistant Commissioner Col. Samuel Thomas. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 110.

lands for freedmen to work. General Rufus Saxton of the Freedmen's Bureau would include in his official report to U.S. Congress on the legality of the freedmen's landholding that this committee told him they would "'stand by each other, not for any violent action - but simply to refuse to contract to work for any white owners.'"⁴⁹ Preachers served as not only representatives of black communities to local Bureaus, but to the federal government as well. While the efforts of preachers on Edisto Island were ultimately ineffective in retaining land for freedmen, they nevertheless gave said freedmen a chance at keeping their land through their connections and relationships with their local Bureaus.

Black preachers often were in the best position to take up positions within the government due to their connections and support from local black communities and the local Bureaus. For instance, James D. Lynch of Mississippi was a black preacher who had strong ties to the Freedman's Bureau, actively spreading news and worked to "establish black schools, and churches for the Freedmen's Bureau".⁵⁰ Much like Hawley, Lynch often wrote to local Bureau offices on behalf of illiterate freedmen communities, and even help broker a few labor contracts for freedmen. Because of this experience, Lynch would go on to be one of the only five black elected officials within the state of Mississippi, holding the position of Secretary of State. Through this position, he was able to advocate for Bureau policy through governmental procedure, something that most freedmen could only dream of. While Lynch eventually lost this position, he helped embody black freedmen's voices at a procedural level.⁵¹

⁴⁹ General Rufus Saxton in US Congress. Report to the Joint Committee on Reconstruction. Washington, January 1866. National Archives, Washington D.C. While this report was not issued until 1866, the vast majority of its content come from dealings within 1865. For instance, the above quote is from the fall of 1865, the height of contestation of the Sea Island lands.

⁵⁰Smith, John David. *We Ask Only for Even-Handed Justice: Black Voices from Reconstruction 1865-1877*. Amherst: University of Massachusetts Press. 2014. 79.

⁵¹ Foner, Eric. *Freedom's Lawmakers: A Directory of Black Officeholders during Reconstruction*. New York: Oxford University Press. 1993. 137.

Lynch was not the only preacher to hold public office because of their connections within the community. Henry McNeal Turner arrived in Georgia as a Bureau agent in 1865, where he worked as a minister and helped organize the Republican Party within the state. Because of these efforts Turner would go on to be elected as a State Representative in 1867, serving the office for one year until all blacks were expelled from office in 1868. Despite his eventual expulsion, Turner's work until 1868 was extremely beneficial for furthering Bureau policy and freedmen communities. In fact, Turner would come to write that "I first organized the Republican party in this State, and have worked for its maintenance and perpetuity as no other man in the State has", finding that his work in getting freedmen active in politics was the most fruitful.⁵² Furthermore, while in office, he attempted to lobby support for fixed wage rates, but ultimately had little success because of the shortened term length that he served. Black preachers were often the most likely and most able blacks to represent freedmen at the governmental level, going beyond what the Freedmen Bureau could often do.

Some freedmen who could write themselves took it into their own hands to directly effect the unfair labor contracts that were being put in front of them. On July 24, thirteen freedmen in Chambers County, Alabama banded together and created a contract in which they dictated to their former masters what their terms for agreeing to agricultural labor would be. They stated they would work for the rest of the year for "the consideration of our victuals, clothing, and a fair monthly payment for work I been usually doing and we bind ourselves to attend business faithfully and heretofore."⁵³ While it is unclear exactly what the 'fair' monthly wage would be, this contract was nevertheless a step in the right direction for freedmen. The ability of freedmen

⁵² Redkey, Edwin. *Respect Black: The Writings and Speeches of Henry McNeal Turner*. 24.

⁵³ Statement of 13 Alabama Freedpeople. Chambers County, Alabama. July 24, 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 374.

to present their own terms to a possible employer served as a way to prevent outright exploitation, as it removed the possibility of freedmen not understanding what they are getting themselves into. Furthermore, such a contract allowed for freedmen to not be overtly cheated by planters through unnecessary and confusing clauses that could end up being detrimental to the earnings, such as with the cases found in Louisiana. This contract ended up being approved by the local Bureau office, and agreed to by their former master. While this contract is unique and quite exceptional, as not many freedmen had the ability to write or create their own contracts, it nevertheless serves as an example of freedmen collectively resisting a system that was doing them no favors.

Planter's Desires for a Fixed Wage Rate:

Despite the widespread corruption that planters instituted within their contracts, the threat of resistance by freedmen in creating their own contracts greatly affected the policy of some planters. This was evident in areas ravaged by the war, specifically in territories that came in direct contact with General William Sherman's scorched earth policy during his March to the Sea Campaign. In August 1865, one local Bureau official in South Carolina, J.P. Gobin, commented on how the devastation of Sherman's campaign directly affected the success of labor contracts in the area. In a letter to his superior he wrote: "The contract system has had great difficulties to encounter in this District. General Sherman's line of march ran directly through it, and left it almost a barren waste. No stock, implements, food or clothing, seem to have been left by his command".⁵⁴ Interestingly enough though, it was not the freedmen who were the disadvantaged ones in these areas. The severe destruction that Gobin referred to had more or less

⁵⁴ J.P. Shindel Gobin, Commander of the 4th Subdistrict of the Eastern District of South Carolina to the Commander of the Department of South Carolina. Cheraw South Carolina. August 17th, 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 383.

caused freedmen to leave the area, as the prospect of working burnt fields did not appeal to freedmen. Their fears of working these lands lay within the ability of receiving monetary compensation, something they rightfully believed would be difficult for planters to acquire without credit. This deprived planters of a readily able work force, which they could manipulate with their own contract terms.⁵⁵ Rather, planters found themselves actively recruiting and bargaining with the few freedmen left in their area or try and attract freedmen from other regions by offering better wages and benefits. Planters were not in the same position of power in war-torn areas (parts of the South subjected to raids, looting, and large-scale property destruction) of the former Confederacy, and were therefore forced to bargain and accept terms dictated by freedmen. The contract created by the thirteen freedmen in Alabama was from a similarly war-torn region of the South, being recently affected by Wilson's Raids. These raids had left the region with very little collateral for planters to use in order to get supplies and credit needed for farming. Without proper credit, they could not pay freedmen a competitive wage. Chambers County was experiencing the same issues resource issues that were affecting South Carolina, which no doubt played a significant role in the thirteen freedmen's ability to get their own terms.

War-torn regions were therefore some of the most lucrative regions for freedmen to work, despite the mass exodus of freedmen from the areas. Because planters in these regions could not provide the same level of capital and wages for freedmen as other parts of the South, freedmen naturally left these areas to try and find a more favorable terms. Because of this, these planters often looked to the Freedmen's Bureau for assistance. One tactic that planters from war-torn

⁵⁵ 49 Alabama Planters to the Provisional Governor of Alabama. Leighton, Alabama. August 2nd 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 376. These planters all lived in a war-torn region of the former Confederacy and witnessed such an exodus of freedmen from their lands because of the destruction that had occurred at the hands of Sherman's forces.

areas utilized in their efforts to recruit freedmen was through a push for fixed wage rates in labor contracts. If there was such a federal policy for wages, planters from war-torn areas believed that freedmen in their area would no longer leave home with the prospects of finding more affluent farm lands in whose owners would pay higher wages. In theory, these low-land planters would be able to compete with their fellow planters across the South, despite their severe disadvantage in agricultural resources. In Leighton, Alabama, an area especially ravaged by Wilson's Raid, a plea signed by 49 planters was sent to the provisional Governor of Alabama Lewis Parsons during the same month of August that Gobin reported to his superior about the ineffectiveness of labor contracts in war-torn areas. This plea asked for the governor's help in mobilizing an effort for the institution of fixed labor wages in the state of Alabama through the Freedmen's Bureau. In the words of the planters, "We ask it, to be taken into consideration by said Superintendent (of the local Freedmen's Bureau), in fixing the rates of prices, for the labour of Freedmen, in this section."⁵⁶ War-torn regions such as Leighton were unable to get back on their feet because the total lack on a work force. While some freedmen stayed behind and successfully negotiated favorable terms in these areas, there was still not enough manpower for planters to have a successful shot at making their fields profitable again. These planters' pleas, like those of government officials, Bureau officials, and freedmen generally went unanswered by Howard and the federal office, much to the disappointment of many parties.

⁵⁶ 49 Alabama Planters to the Provisional Governor of Alabama, Lewis Parsons. Leighton, Alabama. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 369. August 2nd 1865. As stated, these planters were having no success in recruiting any level of workforce as they were unable keep freedmen at home due to their hopes of finding more lucrative positions across the South.

The Aftermath of Lackluster Federal Bureau Policy:

The publication of Howard's standardized labor contract in late June of 1865 had many faults, especially in regards to the prospect of fair and fixed wage rates across the South. Nevertheless, Howard hoped that his contract, while generally hands off, would result in the stoppage of the slave-like language that had been established in contracts up until that time. Much like Commander Hatch, Howard did not want to see a return to chattel conditions, and believed that the establishment of peonage like systems, which for Hatch was akin to legalized slavery, was overtly wrong. Howard would write "Do not make them serfs, nor introduce an appreciate system without consent. These systems often plausible, gravitate to slavery in reality if not in name."⁵⁷ The usage of such a federally approved contract, in combination with local Bureau rules and enforcement in Howard's mind, would be enough to stop any slave-like conditions in the post-war South. Without any chattel conditions, the original Northern thought process concerning employer-employee relationships would be free to take over. Any more interference from the federal Bureau would not be needed.

This hopeful prospect that Howard held unfortunately never truly materialized. Despite the general usage of Howard's standardized labor contract, the same type of restricting- language in contracts before its publication showed up in approved contracts after its publication. Just a few days after the publication of Howard's contract, planter Charles Goodwin of Virginia had a contract approved that included strict peonage language in regards to freedmen potential earnings, "It is voluntarily and expressly agreed on their (freedmen) part that if they or anyone fail to comply with their part of the above agreement that they or he shall forfeit his part of the hereinafter named compensation." The 'above agreement' included a wide-range number of

⁵⁷ O.O. Howard to James Yeatman, July 10 1865, Washington D.C. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 363.

tasks related to agriculture production, such as planting, harvesting, repairing, and taking care of livestock for the entirety of the day, including most Sundays. Goodwin left it up to his own judgement as to whether his employees were properly complying with his terms, leaving the door open for him to simply take their wages away based on his own discretion. Because Howard's labor contract did not specifically prohibit planters from including such clauses, planters continued to exploit this loophole, effectively cheating freedmen out of fair wages through a legal technicality.⁵⁸

In addition to the revocation of freedmen's wages due to loopholes, there still continued to be language limiting the movement of freedmen from the plantation. In Texas, planter A.T. Oliver required his employees "Not to leave the plantation without a pass from said Oliver, and conform to all the rules of the plantation as heretofore," such as being in their cabins by nightfall, reporting to the manager at daybreak, and respecting the family of their employer.⁵⁹ In Georgia, one planter required his freedmen to have "No strangers will be permitted at any time to come on the place or to remain on it, without reporting themselves and obtaining permission so to do from the said proprietor."⁶⁰ Despite this agreement clearly instituting a system of 'peonage' that

⁵⁸ Contract between Charles Q. Goodwin and Freedpeople. 1 July 1865. Louisa County, Virginia. Because of the close proximity of Louisa County and Washington D.C., the local Bureau Office would certainly already have copies of Howard's standardized labor contract, even if this case occurred only 3 days after its official publication date. Furthermore, it seems that these contracts were sent out across the entire South before the 29th of June so that there would not be a lag time between their passage and usage. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 348.

⁵⁹ Contract between A.T. Oliver and his Former Slaves. Just 1st 1865. Austin, Texas. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 356. See footnote 34 if concerned about how soon this contract was approved after the publication of Howard's standardized version.

⁶⁰ Contract between McQueen McIntosh and Freedmen. Decatur County, Georgia. July 8th, 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 1039. For more examples of such slave language see *Robert Barton Family Papers*. Handley Regional Library. Winchester, Virginia. These papers chronicle the continued slave-like treatment of slaves throughout 1865 by the Barton family, who faced no real consequences for their actions. Also see Edwards, Thomas. *Memoirs of a Southerner, 1840-1923*. Savannah, Georgia, 1923. This memoir from the former planter Thomas Edwards includes detailed accounts of Edward's attempts to try and enslave freedmen through unfair contracts, which he adamantly defends as just. *Elliott and Gonzales Family Papers. Personal Correspondence, 1861-1865*. This account, much like Edwards telling, also includes slave-like language within labor contracts for freedmen.

Commander Hatch had hoped to eliminate in his general order, local Bureau officials continued to approve such contracts at the expense of freedmen. Howard's contract failed to address the true concerns of Commander Hatcher, and for the most part failed to truly help freedmen establish any fairer treatment when negating labor contracts.

Not only were corrupted contracts still being approved across the entirety of the former Confederacy after federal effort, there still existed widespread resistance to the concept of emancipation throughout much of the rural South. For one instance, upon an expedition into rural parts of western Tennessee in early July, one Bureau official reported to his superior that "there was no effort made on the part of the white people to give assurance to the blacks that slavery was dead".⁶¹ In fact, this was an extremely common occurrence throughout the rural South, with documented occurrence occurring all the way through September and October of 1865.⁶² Even with the use of black preachers who were often the most likely of people to visit these rural communities, the Bureau struggled to uphold emancipation, let alone unbiased and fair labor contracts.

Howard's Response to Continued Corruption:

Due to the high level of backlash that Howard and his office received from his standardized labor contract, Howard went back on his initial belief that his office should have a fairly hands-off approach when obtaining land for freedmen. Instead of addressing the wage labor rates issue, Howard made it the prerogative of his office to obtain large amount of lands that would be given to freedmen to make their own communities. Based on the idea of taking

⁶¹ *Brig General Clinton B. Fisk to Major General Howard*. 6 July 1865. Murfreesboro, Tennessee. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 317.

⁶² 'Harris, David Golightly. *Piedmont farmer: the journals of David Golightly Harris, 1855-1870*. Edited by Philip N. Racine. Knoxville: University of Tennessee Press, 1990.' Harris refused to enlighten his slaves of their freedom for 4 months after the end of the war. He only informed them of this news because of pressure from the local Freedmen's Bureau.

abandoned lands that were left by former Confederates during the war and giving that to freedmen (based on the model of the South Carolina Sea Islands), Howard hoped to circumvent the issue of wage laboring all together. On July 28th, Howard commissioned Circular Order 13, in which he stated:

All Confiscated and Abandoned lands, and other confiscated and abandoned property, that now are or that may hereafter come under the control of the Bureau of Refugees, Freedmen and Abandoned Lands, by virtue of said acts and Sections of Acts and Orders of the President, are and shall be set apart for the use of loyal refugees and freedmen and so much as may be necessary, assigned to them as provided.⁶³

Freedmen would be given their own land, and that land would be legally theirs based on the Bureau's policy that abandoned land owned by rebels was no longer legally theirs. With their own land, Howard was convinced that, like in the Sea Islands, freedmen could build their own self-producing communities and economies that would have no need for wage labor rates. In essence, freedmen would finally be economically free. However, if the Sea Islands served as a model for the Bureau's plan for how to develop landed freedmen communities, it would also serve as the blueprint for how white planters' resistance to such movements across the South had success in taking back their land from freedmen.

The Bureau agent who was in charge of the Sea Islands region, General Rufus Saxton, wrote to Howard less than two months after the passage of Circular Order 13 in despair, severely worried about the white planters returning to the area abilities' to regain their land from the picturesque freedmen communities of Edisto: "General, I have the honor to report that the old owners of lands on the Sea Lands, are making a strong efforts to regain possession of them".

⁶³ Circular Order 13 by The Freedmen's Bureau Commissioner O.O. Howard. Washington D.C. July 28th 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 366.

Despite the notion that these lands had been set aside for freedmen use by General Sherman himself, the order was ignored by those at the state level of government. In an effort to protect the lands, Saxton pleaded, "I respectfully ask that this Order which I have carried out in good faith, Shall now be enforced, and that no part or parcel of the lands which have been disposed of under its just provisions, shall, under any circumstances, be restored to the former owners."⁶⁴ If the Bureau could not protect the Sea Island communities, the picture perfect example of what they hoped to do with freedmen economically, how could they possibly hope to acquire and maintain other abandoned lands across the South? In response to Saxton's pleas, Howard could provide very little guidance or support, leaving the decision up to Congress and the President, writing back to Saxton a week later "However badly you may feel about the surrender of property under the decisions, you can be assured it is the best that can be done". Acknowledging the possibility that his proposition for acquiring abandoned lands from former rebels for the use of freedmen might prove a failure, he would also encourage Saxton to "stimulate the purchase of land by freedmen and the securing good titles from private owners just as far as is possible."⁶⁵

Howard clearly feared that the Sea Island lands would be returned to their former white owners by federal prerogative. Furthermore, he provided no real resistance to President Johnson's actions to return land to their former owners. Despite Howard's good intentions, he rarely went against the desires of the Commander and Chief, basing his servitude on being a dutiful soldier.⁶⁶ Therefore, Howard tried to create an alternative solution to this problem, one that would not go against President Johnson. Howard proposed to Saxton that he purchase land

⁶⁴ Freedmen's Bureau Assistant Commissioner for South Carolina, Georgia, and Florida R. Saxton to the Freedmen's Bureau Commissioner, O.O Howard. Beaufort, South Carolina. September 5th 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 320.

⁶⁵ Major General O.O. Howard to Major General R. Saxton, 12 September. 1865, Vol 64. pp. 274-275, Letters Sent, Washington Headquarters. National Archives, Washington D.C.

⁶⁶McFeely, William. *Yankee Stepfather: General O.O. Howard and the Freedmen.* Yale University Press, 1968.

from white property owners and set that land aside for freedmen in case his abandoned land tactic did not work. However, unbeknown to Saxton and many other Bureau agents, Howard was aware that this suggestion was largely futile, as less than a month before this suggestion was proposed by Howard, he received a letter from the Quartermaster of the Bureau reporting the actual viability of this strategy: “No public lands are available to purchase in the southern states on which the negro can acquire a homestead.”⁶⁷ Howard knew this strategy was not feasible, and with pressure from the President Johnson and higher federal authorities, Howard issued Circular Order 15 on September 12, same day he replied to Saxton, which contained a caveat to his abandoned lands clause from Circular 13; “Abandoned lands, held by this Bureau, may be restored to owners pardoned by the President, by the Assistant Commissioners, to whom applications for such restoration should be forwarded, so far as practicable through the Superintendents of the Districts in which the lands are situated.”⁶⁸ Lands considered abandoned by the Bureau could be retrieved by an array of pardons, many of which were not difficult to acquire for influential planters.

This declaration immediately caused problems for freedmen across the country, as planters were now legally able to obtain their lands back from the Bureau, while the Bureau was at the same time failing to purchase any new land suitable to place freedmen on. The Sea Island communities were one of the many communities affected by this clause, quickly losing their land to their former white inhabitants. Another prominent and similar experience occurred in an area known as Jefferson Bend, a freedmen community that had taken control of Jefferson Davis’s

⁶⁷ Quartermaster General to the Freedmen's Bureau Commissioner O.O Howard. Washington D.C. August 22nd. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 427.

⁶⁸ Circular No. 15 by O.O Howard. Washington D.C. September 12, 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865.* 388.

plantation near the end of the work. Much like at Edisto Island, the freedmen had turned this community into a profitable farm, but by the end of 1865, by order of President Johnson, had to return the land to the Davis family due to the passage of this circular.⁶⁹

In response to the loss of their land the Edisto Island committee wrote a letter directly to the President and O.O Howard expressing the level at distress from such a decision:

"Shall not we who are freedman and have been always true to this Union have the same rights as are enjoyed by Others? Have we broken any Law of these United States? Have we forfeited our rights of property in Land? If not then! Are not our rights as A free people and good citizens of these United States to be considered before the rights of those who were found in rebellion against the good and just Government (and now being conquered) come (as they seem) with penitent hearts and beg forgiveness for past offences and also ask if their lands cannot restored to them are these rebellious Spirits to be reinstated in their possessions!"⁷⁰

Their pleas went unanswered by both parties. While the loss of Sea Islands lands were by far the most dramatic case of freedmen losing land that they had worked for a long period of time, Circular 15 also had devastating affects on the prospects of gaining new lands for freedmen. In direct response to Howard's Circular No. 15, O. Brown, the Freedmen's Bureau Assistant Commissioner of Virginia wrote to Howard: "My apprehensions at that time 'That the restoration of the lands held by the Government in the State and occupied by the Freedmen would cause much suffering among them' are, I fear, about the be realized. In the District of South Eastern

⁶⁹ Foner, Eric. *Forever Free: The Story of Emancipation of Reconstruction*.

⁷⁰ Committee of Freedmen on Edisto island, South Carolina, to President Andrew Johnson. Edisto Islands, South Carolina. October 28th 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 409.

Virginia alone, nearly twenty thousand persons will be forced to leave their homes. Upon these lands and seek employment and homes elsewhere.”⁷¹

Despite many warnings such as these, Howard did very little to correct the problem that he had caused. In response to O. Brown, Howard explained that the solution to the problem he and other Bureau officials had experienced lay within “using every endeavor to bind by written obligation or consent, the planters who are restored to the possession of their estates, to absorb the excess of labor found in their neighborhood, and to afford employment for the able-bodied Freedmen in tilling the soil or in other industrial pursuits.”⁷² However, Howard’s chain of solutions become cyclical. His failure to provide fair wages for freedmen was initially counteracted by the Bureaus ability to provide freedmen with their own land to work, garnered from abandoned rebel land. However, due to pressure from white planters and federal officials, a loophole was created, allowing planters to retrieve this land from freedom. Howard responded by trying to purchase new land throughout the cotton belt for freedmen, but found out this was ultimately a futile tactic. Finally, he returns to his original belief that contracts are the key to the future of freedmen, but fails to once again provide any solution to the issue of unfair wage labor. Howard, while having good intentions, goes in circles with his solutions, and never provides a clear-cut way to provide freedmen with an economic future. Instead, he offers incomplete solutions due to his failure to never truly take the reins and institute the full power of the federal Bureau.

⁷¹ Virginia's Freedmen's Bureau Assistant Commissioner O. Brown to O.O Howard. Richmond, VA. October 4th 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 537. For other examples of Bureau officials warning Howard about the danger of this loophole see James C. Beecher, Commander of the 2nd Subdistrict of the Military District of Charleston to the Headquarters of the South Carolina Freedmen's Bureau Assistant Commissioner. Summerville, South Carolina. October 6th 1865. 457. And A.P. Ketchum, Adjutant of the Freedmen's Bureau Commissioner to O.O Howard. Charleston, South Carolina. November 6th, 1865. 812.

⁷² O.O. Howard to O. Brown. Washington D.C. October 6th, 1865. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 487.

Local Bureau Effort:

But what about the local Bureau offices that did institute and enforce their own regulations? Despite little backing from the federal government, many state and local Bureaus as we have seen claimed to institute strict regulations on labor contracts. Were these local Bureaus lying about these regulations, simply not enforcing them, or did some Bureaus truly have success at protecting the rights of freedmen? In December of 1865 in Memphis, Tennessee, one Superintendent of the district, Brigadier General Nathan Dudley, made it his prerogative to get a freedman his owed wages from his employer through the legal system. John Herron, a Tennessee planter, and the employer of and former master of Prince Herron, had violated his labor contract by not only failing to pay Prince his owed wages for the year, but also in one other unique aspect. In his contract, John Herron had agreed to pay Prince owed wages since the January of 1863, when the Emancipation Proclamation took effect. In the words of Prince himself, he stated that “I formerly belonged to John Heron. About 3 years ago (January of 1863) he promised me one half of all I could raise and make on his place plus wages.” The contract was signed by both parties.

Prince never received his pay for nearly three years of work, and in December of 1865, with the help of his local Bureau office, he sued John Herron and his estate. With legal help provided by the General Dudley, Prince was able to win his case within the legal system of Tennessee. Despite the death of John Herron in early 1866 and multiple legal appeals by the Herron family, Prince was awarded a sum ranging a bit more than \$1000 by the courts. While this sounds like a happy ended for Prince, the problem of actually collecting such a sum from the Herron estate was at hand. Regardless of the court order of payment, neither Prince nor his lawyer was able to retrieve the awarded sum from the Herrons. When they approached the

Herrons' property to amass, they were met by the entire family armed with rifles, threatening death to anyone who came to gather such a sum. Prince naturally turned to his local Bureau for assistance; it in turn looked for aid from local law enforcement. However, both Prince and the Bureau found that all local law enforcement officers were on the side of the Herron family and promptly refused to help uphold the court's decision. Due to this local resistance, the local Bureau office reached out to federal authorities to support their attempt to claim Prince's settlement. Upon federal queries, Prince learned that the Herrons had continued to appeal the local court decisions, which culminated with a personal plea to President Andrew Johnson himself in March 1866. By the end of that month, the Herrons had Prince's court ruling overturned at the state level, resulting in Prince receiving no compensation for his years of labor, despite the original ruling in his favor.⁷³

Local authorities and planters simply did not respect the power of their local Bureau offices. They did not believe there would be any consequences for their blatant resistance to Bureau officials, as these officials did not have any true backing by federal authorities. Confrontation by local planters were consistent throughout all of 1865. A common form of planter resistance that was practiced came in the form of signed petitions boycotting the actions of freedmen. In a direct response to John Hatch's federal decree calling for verified labor contracts, a group of Virginia planters in May of 1865 declared that they "unanimously agree and

⁷³ Testimony of Prince Herron and John Herron before the Freedmen's Bureau Superintendent at Memphis, Tennessee. Memphis Tennessee, December 1865 – July 1866. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 687. This testimony came with the outcomes of the case as well. Despite local efforts by the judicial system to actively enforce their own rulings, they received no cooperation from local or state authorities. The state court system of Tennessee fell back on the principle that since there was no fixed wage rate for freedmen labor, especially during the Civil War, it was therefore impossible to accurately calculate Prince's wages, which therefore nullified the decision made by the local courts. This strategy of being unable to calculate freedmen wages was often utilized by courts throughout the South to combat freedmen who looked to be compensated for their time as slaves. See A. Murdock to Mississippi Freedmen's Bureau Assistant Commissioner, Ingleside Mississippi. July 17th 1865 for an example of a freedmen trying to get compensation for work as a slave, but denied so by his local Bureau official.

bind ourselves under no circumstance to employ or cause in any way directly or indirectly employment to any Negro by federal authority.”⁷⁴ Many planters simply refused to comply with the rules and regulations of the Freedmen’s Bureau. The common feeling among planters was that the Bureau had not only little federal authority, but absolutely no state authority when it came to the regulation of labor contracts. Planters such as these from Virginia did not acknowledge the state authority of the Bureau, affectively nullifying the federal power that they claimed. Without the ability to fall back on federal power, local Bureau agents could do very little to overcome such adversary.

The lawsuit involving the Herrons is continuing evidence of how little success local Bureaus had in combating planter backlash. All the Herrons had to do was stall the local Bureau officials until they could get the local ruling overturned by a state court that would not be swayed by local Bureaus. Because local Bureau officials could not turn to local, state, or even federal officials in these situations, they were ultimately powerless when it came to upholding the rights of freedmen if they encountered heavy resistance from their localities. Upon finding out that Mrs. Adams, the wife of a Louisiana planter, was withholding wages from her freedmen, one Bureau official wrote to her that "In regard to the money you have already taken from him, no action will be taken at present. But you will please to understand that you have no right to his services or any other person without you pay them an equivalent for their labor." Such a statement was particularly empty and toothless. The Bureau official did not reprimand Mrs. Adams for her behavior, nor gave her any real reason to change her actions. While the Bureau official was going through the motions of upholding the rights of freedmen, he gave no

⁷⁴ *A meeting of a number of the Citizens of that Neighborhood Elon*. 31 May, 1865, Elon, Virginia. Berlin, Ira, and Glymph, Thavolia, and Miller, Steven, and Reidy, Joseph. *The Wartime Genesis of Free Labor. The Upper South*. Cambridge University Press, 1993. 423.

indication that he would take any action against Mrs. Adams if she continued to violate their contract.⁷⁵

The lack of any standardized wage rate often made it difficult for courts to even determine what wages should be paid for freedmen if there was no written agreement about the rate of wages to be found. Prince's case was unique in that such a document could be produced for the court for his wages for the year of 1865, but none determined the wages that he should be paid for his time as a slave. Because of this, the state court of Tennessee found it impossible to truly determine the amount that Prince was owed, which it took as precedent to overturn the local ruling on his case. The lack of such paperwork often slowed or silenced the proceedings of other freedmen who came to the court looking for reparations for their work as slaves in the same sense as it did to Prince. In sum, despite local efforts to enforce fair regulations upon labor contracts and pursue those planters who broke those contracts, the lack of any tangible way of enforcing these decisions at either the local or federal level severely hampered local Bureau officials' ability to have any real sway in affecting the creation and enforcement of regulated labor contracts.⁷⁶

The vigor in which the local Bureau and judicial departments pursued the case of John Herron was not the norm for most parts of the South however. In fact, Howard himself, starting in July, commissioned multiple Bureau agents to go to differing regions throughout the South and determine whether or not the state and local offices were doing an efficient job in not only imposing his new standardized labor contract, but also judge their overall effectiveness in

⁷⁵ 1st Lt. E G. Manning on behalf of the Port Hudson Freedmen's Bureau Office to Mrs. Adams, a Louisiana Planter. Port Hudson, Louisiana. July 23rd, 1865. Berlin, Ira, and Glymph, Thavolia, and Miller, Steven, and Reidy, Joseph. *The Wartime Genesis of Free Labor. The Lower South*. Cambridge University Press, 1990. 113.

⁷⁶ Testimony of Prince Herron and John Herron before the Freedmen's Bureau Superintendent at Memphis, Tennessee, in a case between a Tennessee Freedman and his former Owner. Memphis Tennessee, December 1865 – July 1866. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 687-692.

helping the freedmen communities in their jurisdiction. Bureau official JS Fullerton reported from Atlanta in July after returning from the surrounding states that "almost nothing has been done for the freedmen in Georgia, Florida and said State (South Carolina) by the agents of the Bureau." He then went as far as to conclude that "The Bureau of Refugees, Freedmen and Abdn Lands is not a live institution in the States of South Carolina, Florida and Georgia."⁷⁷ Despite the physical presence of offices and agents in these regions, they were simply not approving or upholding contracts that truly benefitted freedmen to any real degree. A similar conclusion was reached for the regions of Alabama, Mississippi, and Louisiana when in July, the Superintendent of the district Frank Morey stated that while "Freedmen and Employees may make any contract they please, if they (laborers) abandon their work before that time (contract fulfillment), they will forfeit their wages and be otherwise punished."⁷⁸ According to this decree, planters did not even need to find loopholes within their contracts that would result in freedmen being cheated out of their wages; the Bureau offices would do it for them.

Epilogue:

1865 was a crucial year for the economic future of freedmen. Their transition from slaves to free men with hypothetically unlimited economic potential was a short-lived idea. The Northern mentality of labor contracts for freedmen based on the assumption that freedmen should simply be laborers quickly took root but did not produce the social duality between freedmen and planters that Northerners had hoped. The vast majority of former slaves were excellent agricultural workers, but their ability to manage and own land was not only under question, but severely resisted by both white Southerners and Northerners alike. Because of this

⁷⁷ *Letter from J.S. Fullerton to Major General O.O Howard*, 28 July 1865. Atlanta, Georgia. Hahn, Steven. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 1: Land and Labor, 1865*. 374.

⁷⁸ Decree by Assistant Superindenet of Freedmen in Alabama, Mississippi, and Louisiana. Frank Morey. New Orleans, Louisiana. 22 July 1865. 336.

assumption, it was up to the Freedmen's Bureau to make sure that labor contracts were not only treated freemen justly, but did not violate any of their newfound rights as citizens of the United States. Despite the best efforts by some Bureau officials, the Freedmen's Bureau as a whole failed to develop a coherent and regulatory system that resulted in mandatory wages, benefits, or conditions for freedmen in labor contracts. While some state and local Bureaus tried their best to accomplish such feats, the lack of federal oversight and support on these issues doomed their efforts to futility at the expense of freedmen.

This actions by the Bureau in 1865 had lasting effects on the development of freedmen's economic future throughout Reconstruction and beyond. The most notable and long-lasting of these economic effects was the system of sharecropping that would come to dominate the southern economic system. First and foremost, the lack of the Bureau to garner and hold onto land for freedmen to cultivate ultimately forced freedmen to go into a system of contracted wage labor. Because wages were not equalized, it often made more sense for freedmen to sign a contract that guaranteed them a certain percent of crop rather than a non-livable wage. As Renyee Hayden notes, by 1866, the power and authority of those looking at contracts began to shift from "army offices and freedmen's Bureau agents to justices of the peace, judges, and other civil officials."⁷⁹ Former white Confederates started taking back power throughout late 1866 and 1867, establishing "measures designed to bolster the power of employers and limit former slaves' employment options."⁸⁰ With less military and Bureau oversight on labor contracts, there

⁷⁹ Hayden, Renee, and Kaye, Anthony, and Masur, Kate, and Miller, Steven, and O'Donovan, Susan, and Rowland, Leslie, and West, Stephen. *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 2: Land and Labor, 1866-1867*. Chapel Hill: The University of North Carolina Press, 2013. 62.

⁸⁰ *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 2: Land and Labor, 1866-1867*. 61.

became very little hope that a system of fair wages would ever be established throughout the South.

The promise of sharecropping to freedmen becomes clear with this view in mind, as it *guaranteed* freedmen something for their labors. Sharecropping was clearly not a new phenomenon, as it had been occurring throughout the South since before the end of the Civil War. Initially, the concept of sharecropping was a compromise for planters and freedmen, and actually offered more opportunity than menial wage labor. However, planters soon were able to make the sharecropping system adapt to corruptible system; one that would not look much different then slavery had. Sharecropping then, while logical on paper, soon came to offer little economic promise, especially in the face of real wages that could ultimately be used to purchase one's own land. Sharecropping would come to be a means of only surviving. Merely surviving seems like a far cry from the initial promise and prosperity that many freedmen thought economic freedmen would mean to them. However, as the Bureau receded in its role of managing labor contracts (moving into new responsibilities of creating schools and community centers for freedmen) and ceded such responsibilities to local governments and authorities, freedmen had very little reason to believe that better labor situations would arise.⁸¹

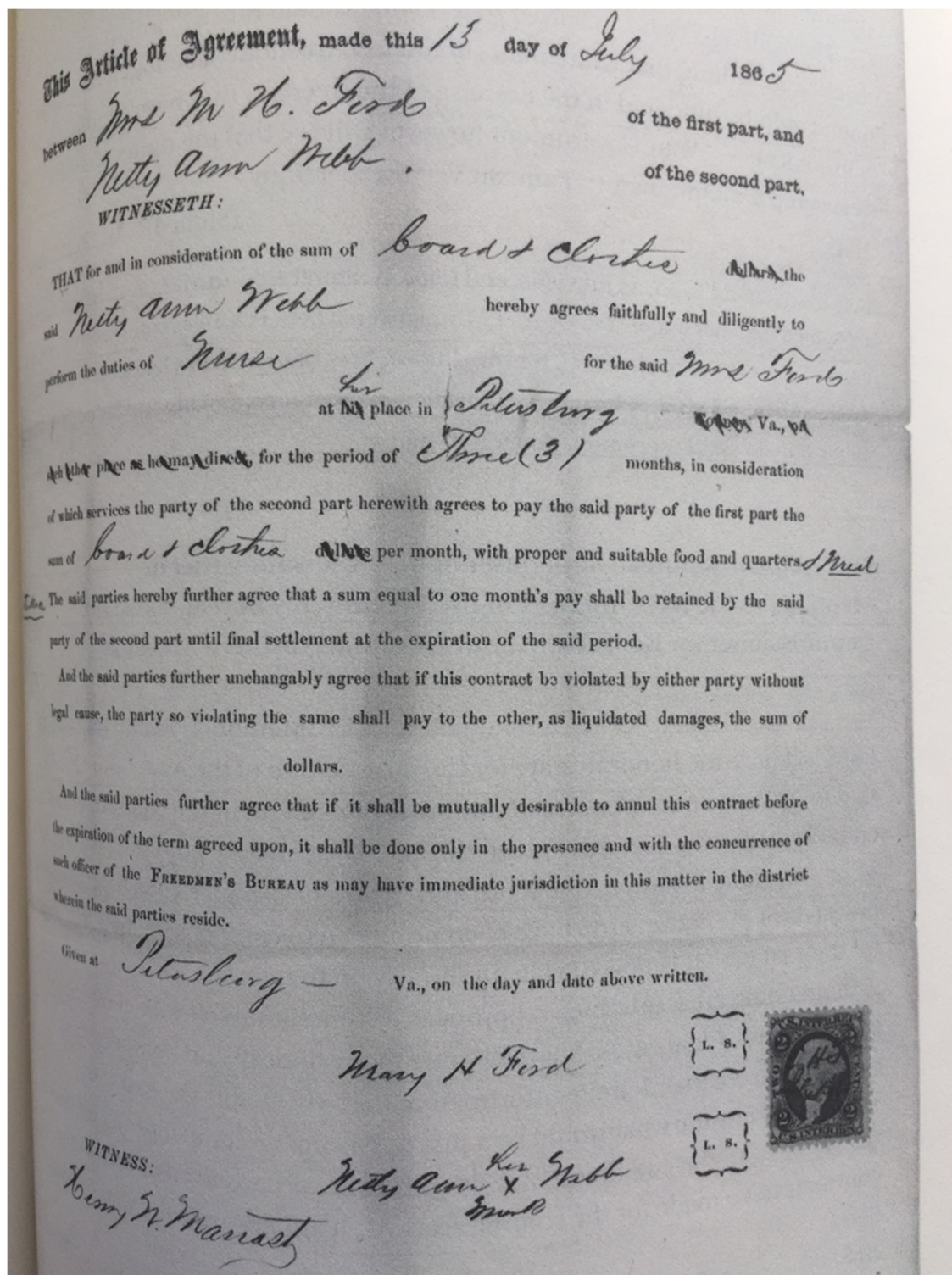
Unfortunately, with the return of former Confederates to positions of power, labor situations for freedmen took a turn for the worse, resulting in the ultimate demise of the Freedmen's Bureau in 1872. The same principles of inequality that been applied to the wage labor contracts of 1865 would soon be find their way into the sharecropping contracts of the years to come. In addition, these contracts would come to find very little resistance when it came to being approved, as the

⁸¹ *Freedom: A Documentary History of Emancipation, 1861-1867: Series 3, Volume 2: Land and Labor, 1866-1867.* 65-180.

Bureau was no longer being tasked as the sole vindicator of contracts.⁸² While the rise of radical republicans and black politicians in the years to come would deter some of the restrictions imposed by white Southerners, the damage to freedmen's economic future had already been done by the end of 1865.

The importance of 1865 can therefore not be understated. Not only is it crucial in understanding the timeline of Reconstruction, but was arguably the cause for the entire trajectory of Southern economic development for decades to come. The inability of the Bureau to successfully establish any sort of beneficial economic system for freedmen, whether that be access to private farmable land or fair wages, never was revisited once ex-Confederate local authorities regained economic and political power over freedmen. Furthermore, these slave-like conditions would even come to extend to poor whites in the years to come, as they fell into the trap of sharecropping in order to survive. While hypothetical questions do not provide much use in historical studies or analysis, it is nevertheless worth wondering how the trajectory of the South could have changed if the question of labor contracts had been fully answered in 1865, and the layer and layers of loopholes and corruption that sprung from uncertainty never took hold of the Southern economic system.

⁸² Shlomowitz, Ralph. "The Origins of Southern Sharecropping," *Agricultural History* 53 (July 1979) 557-75.



⁸³ FIGURE 1 Example of O.O. Howard's Standardized Labor Contract. Petersburg, Virginia. July 13, 1865. Notice the lack of specificity in regards to 'suitable food and quarters. Furthermore, the payment of dollars has been crossed off and replaced. In its place, an agreement for housing and clothing is inserted. Not all contracts had monetary wages. However, Howard made the assumption that contracts would include dollars, as that is what is printed on the

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contract. A great example of Howards expectations about labor contracts throughout 1865. Furthermore, this contract is for the job of a nurse. Contracts were not just for physical labor, but for a wide variety of jobs and tasks.

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Touch on the epilogue, add more about

Clarify that he answers to Johnson, created by Congress. Federal government is not fighting.

Liasseez Faire -