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"FREEDOM TO WORK, NOTHING MORE NOR LESS:"

The Freedmen's Bureau, White Planters, and Black Contract Labor in Postwar Tennessee, 1865-1868

By David S. Leventhal *

Toward the end of 1865 Tennessee's agricultural production had slowed to a crawl. With winter rapidly approaching, thousands of displaced freedpeople congregated in cities—homeless, jobless, eager to experience freedom, and reluctant to resume the plantation labor that had characterized their enslavement. White Tennesseans and Freedmen's Bureau officials recognized the urgent task set before them: to mend the crippled Southern economy and police the masses of allegedly indolent and unruly freed blacks. Chief Commissioner Oliver Otis Howard assured planters that the bureau would "do everything possible to quicken and direct the industry of the refugees and freedmen," and to "promote good order and prosperity" in Tennessee.[1]

The conservative *Nashville Dispatch* offered a simple solution: "All that is necessary to make the labor of the negroes useful . . . is to impress the fact upon their minds that their freedom is just like the white man's freedom—freedom to work and earn an honest living, nothing more nor less."[2] But black freedom was never intended to be "just like the white man's." Blacks were offered a free labor system vastly different from that of the North, in which federal officials compelled them into legally-binding contracts with former masters; those who resisted or reneged were subject to strict legal penalties under bureau-enforced vagrancy laws. The *Dispatch* was sure to announce this policy to whites across the state: "when [freedpeople] enter into contracts they must fulfill them . . . or . . . the law will punish them severely."[3]

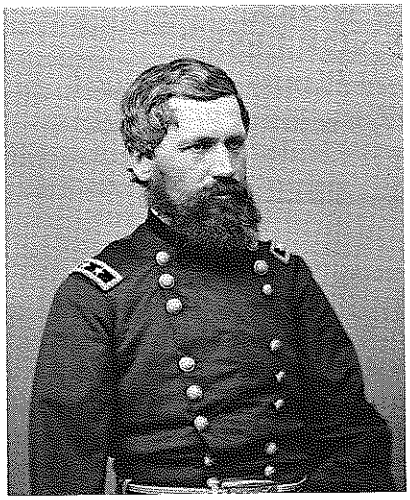
The bureau's official policy on black labor was philanthropic; ostensibly, its job was to ease freedpeople's transition from enslaved chattel to freed laborer, and to protect their rights by ensuring "fair and equitable" labor agreements with former mas-

* The author is a graduate student in History at the University of Tennessee, Knoxville. He would like to extend his appreciation to Prof. Stephen Ash and Prof. Ernest Freeberg for their generous support and invaluable guidance. The author would also like to thank the anonymous readers whose recommendations greatly improved this article.

[1] *New York Times*, December 20, 1865.

[2] *Nashville Dispatch*, September 20, 1865.

[3] Ibid.



General Oliver Otis Howard, Chief Commissioner of the Bureau of Refugees, Freedmen and Abandoned Lands, more often known as the Freedmen's Bureau. *From the Library of Congress.*

ters. However, Tennessee's bureau records and newspapers suggest that the unofficial agenda was to secure black labor through the bureau's peculiar forced-contract system that was never actually free. Blacks possessed very little negotiating power in determining their wages, and by signing contracts they actually forfeited their only bargaining chip in this system: the right to quit. Once legally bound by the Freedmen's Bureau-approved contract, they became confined to the plantation and subjugated in much the same manner as during their enslavement, to the direct benefit of white planters.[4]

Southern whites worked in concert with the bureau by adopting and enforcing its strict labor policy on idle blacks. But were they merely *using* the bureau's ideal or were they actually *shaping* it? Based on the information contained in Tennessee's bureau records, it appears the process was reciprocal. There was little indication of any white resistance to the bureau's labor policy in Tennessee; in fact, the evidence suggests that white Tennesseans conveniently embraced the policy and promoted it through every means available. They actively used the bureau to seek and secure black labor, and contracts became a useful tool for planters to enforce their authority throughout the year. An analysis of a sample of contracts and other bureau records from Tennessee unveils the inherent bias in the contract system and underscores the cohesion of bureau agents and white Tennesseans who worked together toward common goals of ensuring agricultural stability and maintaining the pre-war racial hierarchy.

The Bureau of Refugees, Freedmen, and Abandoned Lands, or Freedmen's Bureau, was established during the Civil War to aid blacks during the infancy of their freedom. Under the authority of the Chief Commissioner, Oliver Otis Howard, assistant commissioners and their staffs managed the various state offices; sub-assistant commissioners directed the sub-districts; and assistant sub-assistant commissioners, field agents, and civilian and military superintendents worked at the local level. Tennessee was divided into five sub-districts with headquarters at Nashville, Memphis, Chattanooga, Pulaski, and Knoxville. The assistant commissioner corresponded ex-

[4] Selected Records of the Tennessee Field Office of the Bureau of Refugees, Freedmen, and Abandoned Lands, 1865-1872, National Archives Microfilm Publication T142 (hereafter referred to as BRFAL Field Office Records), Rolls 66, 70-72, passim; Records of the Assistant Commissioner for the State of Tennessee, Bureau of Refugees, Freedmen, and Abandoned Lands, 1865-1869, National Archives Microfilm Publication M999 (hereafter referred to as BRFAL Assistant Commissioner Records), Rolls 20-24, passim.

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tensively with the national headquarters in Washington, as well as with the various sub-district offices, regarding the condition of freedpeople in those areas.

The records generated by Tennessee's bureau offer a unique case study because the state is representative of many different regions of the South. The postwar South was not a cohesive region, but was made up of distinct sections that varied geographically, agriculturally, and demographically. Tennessee reflects that diversity: West Tennessee was the state's cotton belt, where most of the plantations existed and most of the freedpeople resided; Middle Tennessee was the upcountry (although not entirely), where many freedpeople gathered during and after the war, and where much of the state's tobacco and grain was produced; and East Tennessee was the hilly region, where insufficiency of tillable soil prevented the development of large plantations and where significantly fewer freedpeople lived. A close examination of bureau records and newspapers from each of these diverse regions in Tennessee provides a comprehensive representation of black labor as it existed throughout the South.

While Tennessee sources confirm most of the previous scholarship detailed below, at least one significant difference can be discerned with regard to black contract labor: a large majority of bureau-approved labor contracts drafted between 1865 and 1868 indicate wage earners rather than sharecroppers, while most Southern state records indicate the latter (this is further explained below). This could mean that, due to the stronger influence of Republican ideologies in Tennessee such as free labor, bureau agents tended to push harder for wage stipulation on contracts rather than crop sharing or tenant farming. It could also mean that planters found it much easier to withhold wage payments each month rather than a share of the crop at the season's end, or that it was easier to entice blacks with the promise of monthly wages than with a share of the crop.[5]

Despite this difference, however, and despite Tennessee's unique Civil War and Reconstruction history, the experience of freedpeople in the Volunteer State was not significantly different from other Southern states during the postwar years. Tennessee's freed blacks experienced the same hardships that others throughout the South experienced, even in the eastern towns and cities where relatively more Unionist sentiment existed after the war. The lack of plantations in Knoxville, Chattanooga, and Greeneville might have prevented freedpeople's return to slave-like conditions in those areas, but contracts and reports of outrages from Hamilton and Greene Counties show that, although fewer in number, freedpeople were met with the same antagonisms as elsewhere in the South. Furthermore, it has been largely confirmed by historians that the bureau was often more beneficial to white planters than freed laborers in most, if not all, Southern states. Therefore, the benefit of Tennessee's bureau records lie in their confirmation of the existing scholarship, except with regard to the

[5] For thorough discussions of nineteenth-century free labor ideology, see Eric Foner, *Free Soil, Free Labor, Free Men: The Ideology of the Republican Party Before the Civil War* (New York, 1995); Eric Foner, *Politics and Ideology in the Age of the Civil War* (New York, 1980); David Montgomery, *Beyond Equality: Labor and the Radical Republicans, 1862-1872* (New York, 1967).

difference detailed in the historiographical discussion below.[6]

Until the early 1960s, scholars approached histories of the bureau in a general way, attempting to understand its policies and procedures throughout the entire South. George R. Bentley's 1955 book was the first comprehensive study of the bureau and included detailed discussions of its system of contract labor. While pre-1960s historians make important assertions about the nature of the bureau, their brief discussions of its specific operations in local areas of the South inadequately address its importance as an instrument of social and economic control.[7]

Much of the early scholarship lacks localized portrayals of the bureau that assign historical specificity to its operations, while providing, in microcosm, a more accurate and complete picture of the South. Badly needed state studies began appearing in the 1960s, including Paul David Phillips's 1966 article, "White Reaction to the Freedmen's Bureau in Tennessee," in the *Tennessee Historical Quarterly.* Phillips focuses primarily on white Tennesseans, but he also demonstrates the tendency of 1960s scholars to portray the bureau as morally virtuous. Writing at the peak of the civil rights movement, Phillips and others emphasized the centrality of white resistance to the denial and prevention of black freedom. Phillips argues that bureau agents acted out of sincerity and were thwarted only by stubborn white belligerency; white resistance alone prevented agents from protecting blacks' interests in labor agreements. In fact, it appears that Phillips over-emphasizes white influences on controlling the "free-contract-wage system of labor" and thus inadequately addresses the racism inherent therein.[8]

In Masters without Slaves: Southern Planters in the Civil War and Reconstruction, James L. Roark describes the bureau's system of contract labor as "in many ways not a dramatic break with slavery." In fact, he argues that planters and bureau agents agreed on the proper socioeconomic status of blacks in the South: "Occupying Northerners believed, like planters, that blacks should remain on plantations, labor diligently, and continue to be subordinate and obedient. . . . The new regulations were intended

[6] For concise discussions of the Freedmen's Bureau's activities regarding labor in states other than Tennessee, see Nancy Cohen-Lack, "A Struggle for Sovereignty: National Consolidation, Emancipation, and Free Labor in Texas, 1865," *Journal of Southern History* 58 (1992): 57-98; Robert A., Calvert, ed., "The Freedmen and Agricultural Prosperity," *Southwestern Historical Quarterly* 76 (1973): 461-471; William L. Richter, "A Dear Little Job': Second Lieutenant Hiram F. Willis, Freedmen's Bureau Agent in Southwestern Arkansas, 1866-1868," *Arkansas Historical Quarterly* 50 (1991): 158-200; Lee W. Formwalt, ed., "Petitioning Congress for Protection: A Black View of Reconstruction at the Local Level," *Georgia Historical Quarterly* 73 (1989): 305-322; Joe M. Richardson, "The Freedmen's Bureau and Negro Labor in Florida," *Florida Historical Quarterly* 39 (1960): 167-174; Solomon K. Smith, "The Freedmen's Bureau in Shreveport: The Struggle for Control of the Red River District," *Louisiana History* 41 (2000): 435-465; Julie Saville, *The Work of Reconstruction: From Slave to Wage Labor in South Carolina, 1860-1870* (New York, 1994).

[7] George R. Bentley, *A History of the Freedmen's Bureau* (Philadelphia, 1955), 49.

[8] Paul David Phillips, "White Reaction to the Freedmen's Bureau in Tennessee," *Tennessee Historical Quarterly* 53 (1966): 53; Richardson, "Negro Labor in Florida," 167-174.

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to maintain control over blacks and to stabilize plantation agriculture. . . . Union officials created a system of *forced free labor* (emphasis added)."[9] Writing from the perspective of postwar Southern planters, Roark seeks to uncover what the bureau's new contract system meant to former masters. While many resented the bureau's purported authority, others worked together with the bureau to ensure a malleable black labor force. Roark uncovers some fascinating truths about planters' opinion of the bureau, and how that might have affected its operations, and his findings are supported by Tennessee newspapers and Freedmen's Bureau records.

Gerald David Jaynes's 1986 study emphasizes the deficiencies inherent in the forced-free-contract system. Jaynes discovers that contracts rarely represented "free and equal" agreements. Freedpeople had no authority to negotiate and were forced to work for a promise of future imbursement. According to Jaynes, bureau-enforced contracts essentially re-enslaved freedpeople. He also demonstrates that most blacks considered contracts little better than a return to enslavement. Idleness during their first year of freedom did not reflect freedpeople's indolent nature, but rather their desire to be free. He finds that freedpeople preferred wages to sharecropping because the wage system less resembled enslavement, but most were forced to sharecrop because of planters' inability to pay cash wages. According to Jaynes's evidence, wage earners were 30 percent more efficient than sharecroppers, and therefore planters preferred wages to sharecropping also. On the whole, planters in Tennessee were no exception in this regard; however, Tennessee's labor contracts—which have remained largely unexamined to this point—indicate that most freedpeople were wage-earners, not sharecroppers, during the immediate postwar years. This not only justifies new scholarship in Tennessee's bureau records that have been largely unexamined, it is a testament to the usefulness of localized studies of the bureau throughout the South.[10]

While Robert Tracy McKenzie's 1994 book purportedly deals with Tennessee's plantation belt and its upcountry during the postwar years, the reader soon finds that the research tends to focus on the later stages of Reconstruction. The book is arranged topically and chronologically, each chapter covering a different feature of Tennessee agriculture at different times, from the antebellum period through the early 1900s. Actually, McKenzie includes only one chapter dealing with freedpeople and Tennessee agriculture during the bureau's tenure entitled "Change and Uncertainty May Be Anticipated: Freedmen and the Reorganization of Tennessee Agriculture." This short essay covers a period of over twenty years and most of the evidence pertains to the later stages of Reconstruction. McKenzie's is a fascinating study of Tennessee's agricultural census through Reconstruction, but his scope in this chapter is too large; what is needed is a magnified study of black labor in postwar Tennessee, a topic that has received inadequate attention from historians. Furthermore, other

[9] James L. Roark, *Masters without Slaves: Southern Planters in the Civil War and Reconstruction* (New York, 1977), 114.

[10] Gerald David Jaynes, *Branches without Roots: Genesis of the Black Working Class in the American South, 1862-1882* (New York, 1986), 71-73, 75-76, 128.

than the letters of Clinton B. Fisk, McKenzie largely ignores the Freedmen's Bureau records. The general correspondence, bureau court records, and labor contracts provide a wide variety of information about freed laborers in Tennessee that McKenzie would have found useful.[11]

Using Jaynes's work as a starting point provides a useful addendum to McKenzie's research, addressing the questions he left unanswered: What was the bureau's policy on black labor in Tennessee? Were wages, provisions, and stipulations "fair and equitable" in Tennessee contracts? What differences, if any, can be discerned across Tennessee's varied regions? Were freed Tennesseans really free laborers, as the bureau purported? What was the general attitude of white Tennesseans toward the bureau and freed laborers? In what ways did Tennessee planters exploit the bureau's contract system to compel black labor?

During the fall and winter of 1865, Tennessee communities prepared themselves for what they perceived as flocks of indigent freedpeople heading north from the Deep South. In November 1865, the *Memphis Daily Appeal* published a statement warning readers that "numbers of negroes are leaving . . . Mississippi and coming to Tennessee."[12] In order to handle these throngs of alleged vagrants, many state legislatures passed "black codes," or bills designed to regulate and control the daily activities of freed blacks. Ironically, the sections dealing with black labor are nearly identical to the bureau's official policies. To assure that local and federal authorities were prepared, the *Daily Appeal* published the complete Freedmen's Testimony Bill, passed by the Tennessee state legislature in 1865. Although entitled "A Bill to Confer Civil Rights on Freedmen," these black codes resembled a list of responsibilities more than a statement of rights. A sizeable portion of this declaration—four out of ten sections—was devoted to labor regulation and explaining bureau and civic expectations:

> Be it further enacted, That every freedman, free negro and mulatto, shall, on the second Monday, of January, one thousand eight hundred and sixty-six, and annually thereafter, have a lawful home or employment, and shall have written evidence thereof . . . or a written contract. . . . All contracts for labor made with freedmen, free negroes and mulattoes, for a longer period than one month, shall be in writing and in duplicate, attested and read to said freedman, free negro or mulatto, by a beat, city or county officer, or two disinterested white persons of the county in which the labor is to be performed . . . and said contracts shall be taken and held as entire contracts, and if the laborer shall quit the service of the

[11] Robert Tracy McKenzie, *One South or Many?: Plantation Belt and Upcountry in Civil War-Era Tennessee* (New York, 1994), 133, 121-149.

[12] *Memphis Daily Appeal*, November 30, 1865.

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> employer before expiration of his term of service, without good cause, he shall forfeit his wages for that year, up to the time of quitting."[13]

White Tennesseans broadcasted this stern policy throughout the state to caution blacks and to bolster their own sense of entitlement to black labor. The newspapers failed to report that, once the contracts were signed, any bureau supervision over employers was limited at best, much to the dismay of freedpeople. Back on the farm, freedpeople were left vulnerable to myriad types of exploitation, cruel treatment, and outright theft of wages.

Ostensibly, the Freedmen's Bureau used labor contracts to shield freedpeople from re-enslavement; but ironically, they became the legal devices that actually continued black subjugation after emancipation. The contract served two hidden purposes for the bureau: it trained blacks to remain subservient to planters, and it symbolized their obligation to farm work. Not only did they dictate the amount and nature of the work, the payment and provisions involved, and all other consensual stipulations, they legally bound the laborer to a year-long subjugation at the hands of former masters, with merely the promise of future payment. The bureau believed that freedpeople and planters needed official contracts in order to reestablish trust between them, and to encourage "faithful and industrious" labor by blacks; however, freedpeople considered contracts only as a last resort, little better than legally-sanctioned enslavement. As one historian poignantly affirmed, "the contract system . . . was slavery in a modified form, enforced by the Freedmen's Bureau."[14]

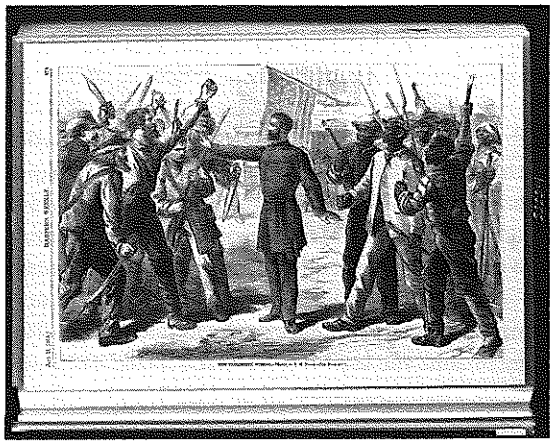
With a new growing season rapidly approaching, Howard strongly urged Memphis freedpeople to "be sure and make agreements with the land owners. Make as good bargains as you can, and then keep them. Not to keep a contract is to be untrue, untrue in the light of man and God." The bureau also strongly promoted the Protestant work ethic: to labor industriously, practice self-denial, and live truthfully, but most importantly, to respect contractual obligations. Howard insisted that freed laborers uphold their ends of agreements: "They tell me you sometimes agree for a month and stay for but a day. That is forfeiting your character, that is lying." He warned that reneging on contracts was "laying yourself open to just and severe punishment," and he sternly reiterated that the bureau would not support "indolent negroes"; it would strictly adhere to the policy of "work or starve" without exception.[15] As interpreted by the bureau, Protestant virtues meant the complete submission of freedpeople to both agents and planters in labor agreements.

These policies stemmed from an immensely racist nineteenth-century context. Paternalist attitudes were widespread throughout the North and South at this time,

[13] Ibid.

[14] Richardson, "Negro Labor in Florida," 171.

[15] *Memphis Daily Appeal*, November 14, 1865.



The Freedman's Bureau, represented by a Union soldier in this *Harper's Weekly* illustration from July 25, 1868, stands between a group of Freedmen and an angry crowd. *From the Library of Congress.*

even in "benevolent" organizations such as the Freedmen's Bureau. Agents saw labor contracts as a means to guide freedpeople to their "natural" socioeconomic status. One historian has noted, "some representatives of Northern benevolence strongly implied or openly predicted that [freedpeople's] 'natural' group situation would be at or near the bottom of society."[16] The bureau's paternalist policy steered freed blacks toward their "appropriate" socioeconomic rank; eventually, they wanted their "children" to operate according to their appropriate role without further aid. Indeed, the bureau was created only as a "temporary necessity. . . . The sooner [freedpeople] shall stand alone and make their own unaided way," stated one bureau official, "the better both for our race and theirs."[17] To stand unaided meant to sign contracts and work faithfully for whites, as will be shown in the contractual analysis below.

From the perspective of freedpeople, the bureau posed a direct threat of re-enslavement. During and immediately after the war, many formerly-enslaved persons left their ex-masters and plantations. They associated plantation work with cruelty and oppression; it was perhaps the central characteristic of African enslavement throughout their history in the United States. Therefore, their natural tendency was to separate themselves from oppressive white landowners, thus embracing freedom. Freedom to blacks may have meant leaving plantations, but to the bureau, "freedom meant labor."[18]

This ideological clash not only bolstered the bureau's stringent policies on black labor, it caused planters to invent fraudulent ways of keeping freed blacks on the land. For example, freedman Robert Falls from Knoxville recounted his experience at the end of the war: "Everybody left . . . but me and my brother and another fellow.

[16] For a thorough intellectual history on nineteenth century paternalism, see George M. Fredrickson, *The Black Image in the White Mind: The Debate on Afro-American Character and Destiny, 1817-1914* (Hanover, 1971); Fredrickson, 179.

[17] Ibid.

[18] *Memphis Daily Appeal*, November 14, 1865.

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Old Marster fooled us to believe we was duty-bound to stay with him till we was all twenty-one. Soon [my brother] say he aint going to stay there. And he left. In about a year . . . he come back and he told me I didn't have to work for old Goforth, I was free, sure enough free. and I went with him and he got me a job railroading."[19] A few blacks were lucky enough to acquire non-plantation work—usually service or public works jobs in cities—but these opportunities were rarely available, and most freedpeople holding out for non-plantation jobs found themselves unemployed and homeless in Tennessee cities.

What the bureau perceived as herds of lazy, disorderly blacks congregating in and around Memphis, Nashville, and Chattanooga, were actually desperate families, eager to find any sort of work away from the country and their former oppressors. The bureau and Southern whites reacted to this perceived indolence with stern, paternal encouragement, and sometimes with physical compulsion. Demand for black labor soared in postwar Tennessee, but blacks were reluctant to reunite with planters, and rightfully so. By refusing to work, freedpeople were not only tasting their freedom and expressing their need for autonomy, they were protesting against abusive employers and undesirable working conditions.

Freedpeople were also averse to signing contracts because a majority of them believed the government intended to allocate confiscated or abandoned lands to them as compensation for a life of enslavement. They were sorely mistaken. As Commissioner Howard instructed Memphis freedpeople, "some of you thought the master and servant were to exchange places, that you were to have his lands parcelled out to you by the Government against which he had contended. This has been told to you . . . falsely. The Government has no lands to give."[20] Wiley Childress, a former enslaved person from Nashville, recalled that "fore Freedum de slaves wuz promused forty acres ob land w'en freed but none eber got hit, en I 'year'd ob no one gittin' any money."[21] Patsy Hyde from Nashville also remembered being told she was to receive reparations: "De slaves wuz tole dey would git forty ak'rs ob groun' en a mule w'en dey wuz freed but de nebber got hit. W'en we wuz free we wuz tuned out widout a thing."[22] Not only was the bureau unable to compensate them for years of enslaved labor, it was absolutely firm in its policy: work or starve. There would be no charity.

This is not to say that all freedpeople attempted to leave their plantations. Many feared fending for themselves and thus stayed on their masters' plantations. Andy Odell stayed with his master "a good w'ile atter freedum." Since then, he had "plowed, hoed, cut wood," and all the same routine plantation work he had done during his

[19] George P. Rawick, ed., *The American Slave: A Composite Autobiography.* (Westport, Conn., 1972-1979), 15: 15.

[20] *Memphis Daily Appeal,* November 14, 1865.

[21] Rawick, *American Slave,* 15: 9.

[22] Ibid., 33.

enslavement.[23] Rachel Gaines remembered that her master paid her "$35.00 a yeah (en keep) en hit wuz gib me eve'y Christmus mawning. . . . Gib me all de clothes en uthuh things I needed."[24] Former enslaved Tennessean Rev. John Moore gave this account: "After freedum de slaves wuz 'lowed ter stay on de plantation en 'lowed ter farm en gib half dey made." Here, Moore was referring to a sharecropping arrangement that may have been made under bureau supervision. He continued, "After slavery I useter wuk fer fifty cents en git a peck ob meal, three pounds ob bacon, en a quart ob syrup which would las' a week." This willingness on the part of some freedpeople to stay with their masters was sometimes a direct result of the bureau's efforts. Other times it was the direct result of other types of white intimidation: "De Ku Klux Klan's plan wuz ter whup all . . . cul'ed people dat didn't stay at home en support dere families but would run 'roun en live a bad life."[25] The "bad life" Moore mentioned was likely the indolence, "idleness," and "negligence" that Howard spoke of in his speech to the freedpeople in Memphis. Among the bureau's chief concerns was to instill in blacks a strong sense of obligation to the planter class and to agricultural labor. White Tennesseans clearly benefited from the efforts of the bureau to secure contracts, legally binding laborers to the land, and the Ku Klux Klan aided both the bureau and planters to this end.

Even still, Tennessee's white citizens were worried that freedpeople would either refuse to work or require constant supervision and compulsion to ensure an "industrious" effort. The *Nashville Dispatch* explained that "if the freedmen of the South could be made . . . reliable in . . . agricultural pursuits, there would be a sufficient laboring force to meet the requirements of planters. It is the fear that this cannot be done that induces the planters to seek white labor."[26] White laborers were the only viable option to some Tennesseans. Newspaper articles ran throughout the year urging white workers and immigrants to provide labor for Tennessee planters. One of these guaranteed prospective white farm hands that "free labor . . . will be profitable for many years to come."[27] Another attempted to inspire white Tennesseans to labor for themselves and stop relying on blacks: "digging in the honest, truthful earth . . . will teach [white men] patience, justice and courage; and they will find . . . that they are as rich without the forced, languid labor of their stupid negroes as they could be with it."[28] The *Cleveland Banner* also implored the North for white laborers, adding a bit of racist sentiment and wishful thinking: "White labor can be most profitable employed in the Southern portion of the United States. . . . Negroes are rapidly disap-

[23] Ibid., 60.

[24] Ibid., 17.

[25] Ibid., 47.

[26] *Nashville Dispatch*, September 20, 1865.

[27] Ibid., September 1, 1865.

[28] Ibid., September 3, 1865.

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pearing, and in a few years will cease to be accounted of. Now is the time for foreign immigration."[29] Given the choice, planters preferred white recruits rather than black ones, but unfortunately for Southern whites, the options were limited.

Tennessee newspapers also used propaganda to perpetuate the notion that black laborers would be inefficient, undisciplined, insubordinate, and eventually dangerous. Countless newspaper articles warned readers of the coming swarm of indolent blacks who would remain idle and likely turn lawless. White citizens feared black criminals: thieves, rioters, prostitutes, and rapists of white women. Practically every newspaper installment contained a story about a "freed negro" committing a crime, usually against an innocent white person. In a report on a West Tennessee plantation, the *Memphis Daily Appeal* stated that a group of freedmen had "entered into a contract to work the plantation for one half the proceeds, but when the crop came to be gathered, they hauled it off to their quarters and took possession of the whole." The Appeal then reported that, when confronted by the authorities, these surly laborers said, "they did not want any d—d white man telling them what to do; there was no freedom in that."[30] True or fabrication, stories such as this were clearly a strategy intended to propagate racist notions that freedpeople were naturally inclined to criminality, and that they needed to be regulated and controlled. An article in the *Cleveland Banner* warned that freedpeople on the "eve of starvation" would resort to desperation and thievery rather than labor: "The present status of the negro is . . . but one step from bloodshed, rapine, robbery and riot. . . .Where will this state of things end? It is the cropping out of another war—a war of races—that," the writer promised, "will be a short and bloody one." Another article publicly implored the government to "pass a militia law that will . . . protect our people against insurrection" by the potential "plunderers and pillagers."[31]

Bureau agents were usually powerless to pacify racist whites. Indeed, these sentiments intensified as whites realized they were expected to treat blacks as free laborers. It benefited employers to treat blacks as potential criminals because it justified further subjugation and maltreatment in the white mind. Planters often saw the bureau's contract system as a means of maintaining control over their former chattel, hence perpetuating the master-slave relationship.

This tension was even further antagonized by the fact that planters badly needed black labor. In the racist and oppressive milieu of the postwar South, it was easy—particularly with the assistance of the bureau's labor policies—to either compel freedpeople to work or lure them with "fair and equitable" contractual promises. White Southerners felt entitled to the labor that they once received for free; they resented having to promise wages or a shared interest in the crop. Most Southern whites expected the bureau's policy to "manage" black labor for them. In September 1865,

[29] *Cleveland Banner*, October 21, 1865.

[30] *Memphis Daily Appeal*, November 26, 28, 1865.

[31] *Cleveland Banner*, January 9, 1868.

the *Nashville Dispatch* excitedly anticipated that the bureau "is about to inaugurate a strict discipline over [freedpeople], and compel them to work. . . . Even if it requires military force. . . . The rule of work or starve will be rigidly enforced." Evidently, the *Dispatch* and bureau officials failed to recognize that compelling freedpeople to work on plantations was a serious violation of their freedom because it delivered them directly back into the hands of their tyrants.[32]

Indeed, many Southern whites used the bureau's strict policy to their advantage. They perceived the local bureau office as little more than an agency to find farm hands; to them, it was essentially an employment office. Employers successfully petitioned agents for help in instructing blacks to accept their terms, fair or unfair. A letter from a Tennessee planter to his local bureau office demonstrates the immense demand for black labor, and freedpeople's resistance to white recruiters: "There are many colored men who refuse to take employment beyond the city. I know one planter . . . who wants fifty men. [Bureau agents] will please notify the colored laborers that they will have to seek employment and take it where they can get it; and that under no circumstances will they receive assistance from this Bureau when they are offered and refuse employment elsewhere."[33] This particular planter actually demanded that his local bureau official coerce black laborers, and the bureau fully complied. Directly following, the *Nashville Daily Press and Times* published the bureau's response in another circular: "No supplies will be issued to the destitute . . . under any circumstances. [Whites] will notify the colored people, and urge them to provide for the worthy destitute people who cannot work for a living."[34] Here again the bureau demonstrated its stern approach to freedpeople, which directly benefited the landowners.

White Tennesseans rarely tolerated anything less than the bureau's full cooperation in compelling freedpeople to work. The *Memphis Daily Appeal* complained that agents placed too much emphasis on protecting freedpeople's rights and not enough on ensuring, by whatever means necessary, that workers upheld their end of labor contracts. Guardianship of freedpeople's rights was an impractical approach in the minds of Southern whites. The only "right" or "privilege" blacks possessed was the right to labor. Most whites, Northern and Southern, failed to recognize that by refusing to do grueling plantation work for repressive and resentful ex-masters, blacks were expressing their newfound freedom. Both the bureau and Southern whites, however, were more concerned with securing farm hands, continuing plantation production, and ensuring white prosperity than protecting blacks' newfound "freedom." Restoring black labor was essential to sustaining Tennessee's economy, and it was the bureau's job to assign freedpeople to their appropriate rank in the socioeconomic order.[35]

[32] *Nashville Dispatch*, September 1, 1865.

[33] *Nashville Daily Press and Times*, August 9, 1867.

[34] Ibid.

[35] *Memphis Daily Appeal*, November 25, 1865.

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Undoubtedly though, freed Tennesseans were by no means "free laborers" in this oppressive environment. An essential component of the free labor doctrine is that laborers must possess the freedom to resign, for whatever reason, thereby using labor as a means of negotiation. The bureau dealt stiff legal penalties to freedpeople who violated their contracts by leaving the plantation. In November 1865, for example, a Memphis man was fined twenty-three dollars for "inducing hands to leave the plaintiffs plantation."[36] Clearly, the bureau's version of "free" labor was actually quite limited. Nevertheless, bureau agents persistently enforced their policy, encouraged contracts, and kept them inviolate often at the expense of blacks' rights.

To its credit, however, the bureau was the sole organization offering assistance in this area of freedpeople's lives. Its existence alone prevented the outright exploitation of black labor in many cases. With bureau assistance, some freedpeople successfully sued employers for unpaid wages or maltreatment, and these cases were often settled to the plaintiff's satisfaction. On the surface, many labor contracts reflected "fair and equitable" treatment of all parties involved. However, looking beyond the contracts suggests that many employers failed to uphold stipulations during the first two post-war growing seasons. The large number of cases in which freedpeople sued for withheld wages indicates that many employers felt no obligation to honor the contracts. Indeed, white resistance significantly hindered the bureau's chances of aiding freed laborers, but certainly agents could have gone to greater lengths to protect blacks' civil rights had their labor policy not been so strictly paternalistic.[37]

Commissioner Howard knew that freedpeople would have little or no clout in contract negotiations when he instructed them to "make as good bargains" as they could. The bureau's first order of business, however, was not to secure freedpeople's welfare; it was to mold them into "good, faithful hands," ensuring "good order and prosperity." Malleability and acquiescence on the part of freedpeople were the bureau's primary objectives, which they accomplished by the end of 1865, as most signed contracts rather than fend for themselves through the harsh winter months. Once the rumors of land reparations proved false by December 1865, masses of freedpeople reluctantly signed as a last resort. Hence, the bureau drafted more contracts between December 1865 and January 1866 than at any other time during its tenure in Tennessee.[38]

Contracts in the Tennessee Freedmen's Bureau records reflect these stern policies on black labor, as reflected in a random sampling of 378 chosen contracts from three Tennessee counties. Each of these counties is geographically, agriculturally, and demographically characteristic of their respective region; Shelby County (Memphis),

[36] BRFAL Field Office Records, Roll 24, "Complaint Books of the Freedmen's Court in the Memphis District, July 24, 1865-November 20, 1866 (Volumes 169-172)," Welsh vs. George, November 17, 1865, Freedmen's Bureau Online, http://freedmensbureau.com/ (hereafter referred to as FBO), http://freedmensbureau.com/tennessee/reports/tencourt.htm.

[37] Ibid., Roll 24, "Complaint Books of the Freedmen's Court in the Memphis District, July 24, 1865-November 20, 1866 (Volumes 169-172)," passim.

[38] Ibid., Rolls 66, 70-72, passim; BRFAL Assistant Commissioner Records, Rolls 20-24, passim.

representing West Tennessee; Robertson County (north of Nashville), representing Middle Tennessee; and Hamilton County (Chattanooga), representing East Tennessee. Substitute counties supplement the insufficient number of contracts drafted throughout Tennessee during the 1867 growing season; contracts from Tipton, Hardeman, and Dyer Counties substitute Shelby County, and contracts from Wilson County substitute Robertson County. While the substitute counties may differ somewhat from their alternates, each is geographically, agriculturally, and demographically compatible with its respective region, ensuring an accurate analysis.

Due to the sheer breadth of the bureau's labor records from Tennessee, a fair representation of the whole required an indiscriminate yet concise sample of contracts. In order to ensure a truly random contract sample from each county to create a balanced analysis, one-half of the legible contracts from Robertson County for the 1866 growing season were used. Shelby County contained an unusually high number of contracts for that season, therefore every third contract was included. Hamilton County contained a total of 13 contracts for the entirety of the bureau's tenure, and all of those contracts are included. The low number of contracts drafted during 1867 necessitated using all legible contracts from each sample county for that year. By the winter of 1867, most freed laborers either entered into informal oral agreements with their employers, or simply remained on the plantation from year to year without officially renewing or redrafting contracts via the bureau. There was a significant decline in the number of existing contracts drafted after 1867 due to agents' diminishing role in supervising labor agreements; therefore, contracts from the two initial growing seasons only are considered here.[39]

In order to secure a comparable sample, the types of contracts necessitated consistency with one another. There are essentially two types of contracts in Tennessee's bureau records: hand-written contracts drafted by employers or bureau agents, and pre-printed contracts created in ledger form by the bureau, containing space for employers to write in laborers' names, ages, wages, and any additional hand-written stipulations. All were legally binding documents, and the stipulations were expected to be upheld by all parties under threat of legal punishment. For the purposes of this study, it was important to use pre-printed contracts almost exclusively because many of the hand-written "indentures of labor" were poorly preserved and are illegible. But more importantly, hand-written contracts do not provide a fair representation of the majority of those drafted by the bureau. Hence, with the exception of a few hand-written contracts, the analysis herein is based entirely on pre-printed contracts.

The pre-printed sections of bureau-approved labor contracts differ only slightly by county or by year; the language is fundamentally consistent. A typical Tennessee contract stated,

> Know all Men by These Presents, That [employer], of the County of [county], State of [Tennessee], held and firmly bound to the

[39] Ibid., Rolls 20-24, passim; BRFAL Field Office Records, Rolls 66, 70-72, passim.

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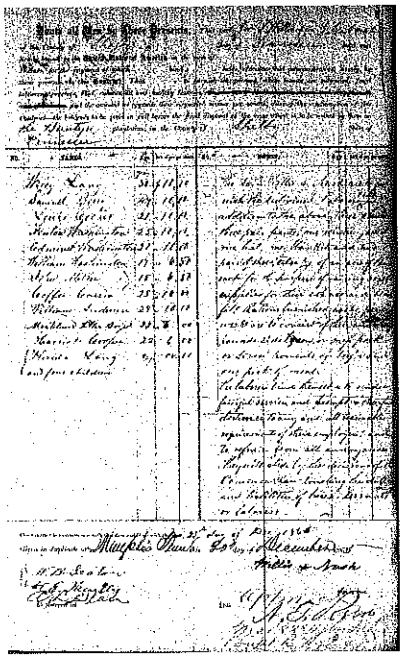
> United States of America in the sum of [amount] Dollars, for the payment of which [I] bind [myself], Heirs, Executors and Administrators, firmly, by all these presents, in this Contract: That [I am] to furnish the persons whose names are subjoined, (freed laborers,) Quarters, Fuel, substantial and healthy Rations, and all necessary medical Attendance and Supplies in case of sickness, and the amount set opposite their respective names per month, during the continuation of this Contract—the laborers to be paid in full before the final disposal of the crop which is to be raised by them on [my] plantation, in the County of [county], State of [Tennessee]. . . . This Contract to commence with this date and close with the year [year].

Employers were required to post a cash bond at the initial drafting of each contract, which they forfeited if they failed to uphold their end of the agreement. If the employer chose not to take responsibility for a particular pre-printed stipulation, it could be voided by marking through the print. However, instead of marking through them, by and large, employers hand-wrote "no Dr. bills," for example, or "[freed laborer] feeds, clothes, and pays Dr. bills for himself and his family." Hand-written stipulations always negated pre-printed ones. For example, if an employer penned "no rations" on a contract, this took precedence over the pre-printed section stipulating "substantial and healthy rations" if and when it was left unmarked. The pre-printed section provided for a monthly distribution of wages, but the employer almost always penned the desired wage disbursement. Contrary to Gerald David Jaynes's findings, only 12 percent of Tennessee contracts stipulated a share of the crop as compensation, while 81 percent promised some form of regular wages. Of these regular wage-earners, 56 percent were to be paid annually, or at the completion of the contracted work, 40 percent were to be paid monthly (however, in these cases, it was frequently understood that wages were payable at the completion of the harvest), and 4 percent were to be paid part monthly and the balance at the end of the contract. All contracts were one year in duration unless otherwise stipulated. Typically the employer wrote "contract to commence this day and close with the end of the year." Contracts stipulating an annual payment at the completion of the year's work were to be fulfilled on Christmas Day. Employers were expected to uphold all pre-printed conditions in contracts containing no hand-written stipulations, but the evidence suggests they did not.[40]

Tennessee labor contracts frequently reflect the authoritarian attitudes of bureau agents and employers. In one Shelby County contract between a planter and 12 freed laborers, the hand-written notes state that "the laborers bind themselves to render faithful services and prompt and cheerful obedience to any and all reasonable requirements of their employers, and to refrain from all annoyances. . . . doing

[40] Ibid.



According to the terms of this 1865 contract from Shelby County, the laborer is required to provide "prompt and cheerful obedience" and to "refrain from all annoyances." *BRFAL Assistant Commissioner Records, Roll 71, "Labor Contracts Received by the Office of the Assistant Commissioner: Shelby County."*

the duties and liabilities of hired servants or laborers."[41] A contract from Dyer County stipulated that the freed laborer was to be "governed by [the employer's] rules and regulations" for the duration of the year. Many noted that "quiet and good order is promised" by the said freed laborers. Freedwoman Louisa Byars agreed to be "subject to the controls" of her employer, doing any "reasonable and lawful" work on the land; and two married sharecroppers from Shelby County promised to be "respectful and obedient" of their employer. The rhetoric in these examples was typical of most addenda to pre-printed contracts from all regions of Tennessee.[42]

The ambiguous language in bureau-approved contracts also put freedpeople in a vulnerable position. Often it was left up to the employer to determine how long and to what degree the laborers should be working. All contractual language was legally binding, and the differing interpretations of that language by planters and laborers resulted in much confusion. Some legal language was not so slippery in meaning, but rather too absolute to be variably interpreted. A freedwoman from Robertson County promised to "be on hand anytime she is called for."[43] Anthony Hall from Wilson County agreed to be "subject to all just orders and commands" of his employer.[44] Practically all contracts noted that the laborer agreed to

[41] Ibid., Roll 71, "Labor Contracts Received by the Office of the Assistant Commissioner: Shelby County," Shelby County contract, December 30, 1865.

[42] Ibid., January 21, 1866, undefined date between December 30, 1865 and January 1, 1866; BRFAL Assistant Commissioner Records, Roll 20, "Indentures of Apprenticeship Dec. 1865-Feb. 1868, Contracts: Jan. 1, 1865-Jan. 1, 1868," apprenticeship at Dyersburg, TN, December 30, 1865, Dyer County contract, December 29, 1865, FBO, http://freedmensbureau.com/tennessee/contracts/misccontracts2.htm; Rolls 20-24, passim.

[43] BRFAL Field Office Records, Roll 70, "Labor Contracts Received by the Office of the Assistant Commissioner: Robertson-Shelby Counties," Robertson County contract, January 1, 1866.

[44] Ibid., Roll 72, "Labor Contracts Received by the Office of the Assistant Commissioner: Shelby-Wilson Counties and States Other Than Tennessee," Wilson County contract, February 7, 1867.

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[45] Ibid., Rolls 66, 70-72.

[46] Ibid., Roll 71, "Labor
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he duties and liabilities of hired servants or aborers."[41] A contract from Dyer County tipulated that the freed laborer was to be governed by [the employer's] rules and egulations" for the duration of the year. Many noted that "quiet and good order is romised" by the said freed laborers. Freedwoman Louisa Byars agreed to be "subject o the controls" of her employer, doing any reasonable and lawful" work on the land; nd two married sharecroppers from Shelby County promised to be "respectful and obeient" of their employer. The rhetoric in hese examples was typical of most addenda o pre-printed contracts from all regions of Tennessee.[42]

The ambiguous language in bureau-approved contracts also put freedpeople in a ulnerable position. Often it was left up to he employer to determine how long and to what degree the laborers should be working. All contractual language was legally binding, and the differing interpretations of that anguage by planters and laborers resulted n much confusion. Some legal language vas not so slippery in meaning, but rather oo absolute to be variably interpreted. A mised to "be on hand anytime she is called agreed to be "subject to all just orders and ll contracts noted that the laborer agreed to

ffice of the Assistant Commissioner: Shelby County,"

December 30, 1865 and January 1, 1866; BRFAL As- of Apprenticeship Dec. 1865-Feb. 1868, Contracts: urg, TN, December 30, 1865, Dyer County contract, om/tennessee/contracts/misccontracts2.htm; Rolls 20-

racts Received by the Office of the Assistant Commisty contract, January 1, 1866.

Office of the Assistant Commissioner: Shelby-Wilson County contract, February 7, 1867.

work "industriously." If "industrious work" was interpreted by planters as work that achieved equal production to pre-war harvests, they were likely often disappointed. Freed laborers were frequently disinclined to work "faithfully and industriously" for employers who so often swindled and maltreated them, as seen below.[45]

The perceived gender roles and family organization evident in Tennessee contracts also display a striking resemblance to enslavement and facilitated the perpetuation of gender-specific duties that would become characteristic of Southern black women for decades. Oftentimes families, as well as unrelated groups of individual laborers, were to be paid on an individual basis due to the bureau's insistence on wage stipulation; however, most families' wages were to be paid exclusively to the oldest male or head of the family. Wages depended on the laborer's sex, age, and physical ability. Contractual language was nearly always directed to the man or men in a family, except when freedwomen were indicated, which was seldom. In family situations, only the man was required to make his mark, regardless of his family's size. Countless freedwomen from Tennessee recalled their various jobs since emancipation, generally limited to house-keeping work, or nursing and nannying for their employers' children. A typical married freedwoman was referred to as "the wife of said laborer" and was hired as a house servant to cook, clean, wash, iron, milk cows, and perform other domestic responsibilities closely associated with her enslaved past. Contracts indicate that freedwomen were promised monthly or yearly pay as often as freedmen, but the amount was always lower than men's pay. Indeed, freedwomen struggled alongside their husbands and fathers to secure a better future for their children.[46]

Very few contractual differences can be identified across Tennessee's different regions. Shelby County contained a slightly larger proportion of sharecroppers than Robertson or Hamilton Counties in 1866, but the majority of freed laborers across the state worked for some form of stipulated wages. Even in Hamilton County, where the bureau drafted very few contracts, only one in every three contracts stipulated a sharecropping arrangement. A small number of contracts exist from Hamilton County stipulating non-plantation work, such as work in saw mills, blacksmith shops, and carpentry. This may imply that the types of job opportunities varied among regions; however, contracts also exist from West and Middle Tennessee that call for work "in the blacksmith shop," or "in the Saw Mill." A Hamilton County contract indicated a total of thirty laborers: five boys, aged from twelve to fifteen, were to be paid six dollars per month; and twenty-five brick-makers, all males, aged from seventeen to thirty-nine, were to be paid twelve dollars per month. Further, not all contracts indicated a full year's worth of labor; at least a few were for short durations. For example, another from Hamilton County was for only two months worth of carpentry work:

[45] Ibid., Rolls 66, 70-72, passim.

[46] Ibid., Roll 71, "Labor Contracts Received by the Office of the Assistant Commissioner: Shelby County," Shelby County contracts, January 30, 1866, January 25, 1866, January 3, 1866; Rawick, *American Slave*, passim.

"Samuel Davis (colored) agrees to plaster 2 houses . . . to be plastered in good style. . . . [employer] agrees to furnish all material necessary for the completion of the work. . . . $300, one half payable at completion of the first house, the balance payable at the end of the contract and completion of the second house."[47] Perhaps bureau officials were not always direct facilitators in returning freedpeople to plantations, but these are only a few among thousands of contracts stipulating farm labor, and they represent the majority of contracts even in areas with more industry and fewer plantations, such as Chattanooga. Regardless of the type of work, the compensation was almost always a wage disbursement; clearly, the bureau strongly encouraged a wage labor system throughout Tennessee.[48]

While Jaynes found that the wage system was the preference of the laborers, it appears that agents in Tennessee enforced the wage system against the best interests of freedpeople. The bureau has been described as an instrument of the free labor society of the North, and agents were eager to show the superiority of that system to the supposedly backward and barbaric systems of the Old South. Since "wage labor" and "free labor" were often synonymous during the nineteenth century, stipulating wages from the start was essential to this promotional work. The bureau was determined to create a class of free black laborers. As long as wages were required, it would appear that freedpeople had become legitimate participants in the free labor system, regardless of whether employers paid them or not. Agents were optimistic that they had helped to effect a smooth transition.[49]

But since the bureau's official policy was to allow natural market forces to determine wages, Commissioner Howard did not set a fixed wage throughout the South. Instead, he left this decision to local assistant and sub-assistant commissioners to determine based on local supply and demand. As a result, planters were left with generous leeway to stipulate unfair wages. Wages throughout Tennessee ranged anywhere from $26 to $300 per year for able-bodied males, and from $12 to $120 per year for able-bodied females; these amounts varied depending in part on whether other forms of compensation were agreed on, such as a garden for personal use or a share of the crop. Children's wages were practically nothing; many worked for mere sustenance. One contract provided only $162 per year for an entire family of four. Freedman Jacob Ellis, age thirty-one, along with his twenty-seven-year-old wife and two chil-

[47] BRFAL Field Office Records, Roll 66, "Labor Contracts Received by the Office of the Assistant Commissioner: Dyer-Hamilton Counties," Hamilton County contract, June 17, 1866.

[48] Ibid., Rolls 66, 70-72, passim; Roll 66, "Labor Contracts Received by the Office of the Assistant Commissioner: Dyer-Hamilton Counties," Hamilton County contract, October 9, 1865; Roll 70, "Labor Contracts Received by the Office of the Assistant Commissioner: Robertson-Shelby Counties," Robertson County contract, March 29, 1867; Roll 71, "Labor Contracts Received by the Office of the Assistant Commissioner: Shelby County," Shelby County contracts, January 22, 1866, January 13, 1866; BRFAL Assistant Commissioner Records, Rolls 20-24, passim.

[49] Kenneth M. Stampp, *The Era of Reconstruction, 1865-1877* (New York, 1965), 131-135; BRFAL Assistant Commissioner Records, Rolls 20-24, passim; BRFAL Field Office Records, Rolls 66, 70-72, passim.

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[50] Ibid., Roll 70, "Labor Contra
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[51] Ibid., Rolls 20-24, passim; BR
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[52] Ibid., Roll 72, "Labor Contr
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ld Office Records, Rolls 66, 70-72, passim.

dren, ages six and four, were to be given $100 for the year, "and Jacob pays all Dr. bills." Generally, contracts stipulated average to below-average wages, and employers frequently voided many of the basic provisions that pre-printed contracts indicated. Indeed, some laborers were fortunate to receive anything above subsistence.[50]

Between 1865 and 1868, a small percentage of freed blacks in Tennessee worked for little more than the bare necessities; rations, fuel, clothing, quarters, and medical attendance. Perhaps the most similar cases to enslavement occurred among these subsistence laborers. Thirty contracts stipulated no additional compensation beyond that which provided for bare necessities. Many of these contracts were made for displaced children or single mothers who had no other means of providing for their children, but a few such contracts exist for entire families. In addition to rations, fuel, and quarters, Lewis Chambers, age seven, was to be given "3 suits of clothes and 2 pairs of shoes" for his year of faithful work. Elizabeth Farmer, twenty-four, and her small child Isaac were merely offered food, clothes, and doctoring to toil on the land through the hot summer months. Eleven-year-old Hannah Washington contracted for mere clothes and doctoring, and a freedwoman from Shelby County agreed to labor with her child "under the entire supervision" of her employer for nothing above sustenance. A similar contract merely stated, "she is clothed." In a rare case, a family of four, ages thirty-four, thirteen, ten, and eight were merely "funded" by the employer in addition to receiving medical attendance and clothing.[51]

Some employers took advantage of children and desperate families struggling to save a little money to perhaps educate themselves and their children. It should be noted that, despite the bureau's self-professed obligation to provide educational aid for freedpeople, none of the examined contracts stipulated time off for education. In fact, out of the entire sample, only three contracts stipulated time off for any reason—usually one Saturday afternoon per month, except when work is "absolutely necessary" as during the harvest. This time off could have been used for schooling for children and adults, however there is little to suggest that it was. One freedwoman, paid only thirty-six dollars per year as a house servant, got "every other Sabbath day to herself for her own time. Also, anytime not necessary to perform the labor she gets to herself."[52] It is unclear why this bit of generosity suddenly appeared in Middle Tennessee's second growing season, but these isolated incidents are negligible compared to the large number of laborers who toiled hard for unfair compensation and

[50] Ibid., Roll 70, "Labor Contracts Received by the Office of the Assistant Commissioner: Robertson-Shelby Counties," Robertson County contract, December 21, 1865; Rolls 66, 70-72, passim; BRFAL Assistant Commissioner Records, Rolls 20-24, passim.

[51] Ibid., Rolls 20-24, passim; BRFAL Field Office Records, Roll 70, "Labor Contracts Received by the Office of the Assistant Commissioner: Robertson-Shelby Counties," Robertson County contract, November 27, 1865, November 6, 1865, November 4, 1865, November 25, 1865, December 18, 1865; Ibid., Rolls 66, 70-72, passim.

[52] Ibid., Roll 72, "Labor Contracts Received by the Office of the Assistant Commissioner: Shelby-Wilson Counties and States other than Tennessee," Wilson County contracts, January 1, 1867.

no stipulated time off.[53]

The evident change observed over time in Tennessee contracts from 1865 to 1868 clearly shows an increase in stipulations protecting planters' interests rather than increased protection of laborers. Beginning in late 1866, most employers no longer stipulated medical attendance in case of sickness; pre-printed sections were either amended to stipulate that only "slight sickness" would be treated, or the condition was altogether removed from the document. Beginning with a Shelby County contract in February 1867, the bureau permanently changed pre-printed sections by removing the statement of medical attendance. Few freed laborers could count on medical care after 1866, and few ever received it at all. Employers also stipulated a "lost-time clause" which protected them from any lost work due to sickness or idleness; lost time was always to be repaid at the laborer's expense. As early as January 1866, employers used a similar "freeloader clause"; in one case a group of three families agreed "to do any work that may be assigned . . . to work proportionally and to provide a hand in our stead if sick or idle . . . Quiet and Order is promised."[54]

Employers became even more demanding in West Tennessee during the 1867 growing season, when they frequently stipulated lost time clauses and forbade their laborers from leaving: A contract for four unrelated male workers, aged between nineteen and twenty-three, stated that "all time lost by sickness to be deducted," and that "they are not to leave."[55] Tipton County employers also began accounting for rations, farm implements, and any other supplies or provisions that they loaned to workers. This was likely a convenient way for them to avoid a large settlement at the end of the contract. Clearly, planters bolstered their protection in 1867 contracts with these innovative, hand-written stipulations.

Frequently, contracts indicated that transportation costs were to be deducted from the final settlement. One required that "the railroad fare from Chattanooga to the plantation to be deducted from wages at end of year."[56] Indeed, the bureau often arranged transportation for "destitute refugees" to any location where demand for labor was high. Tennessee's bureau records indicate several instances of freedpeople from Nashville being transported to all corners of the state for the purpose of signing contracts with employers desperate for labor. One "indigent" freedman, W. H. Stillwell, was shipped all the way from Humboldt in West Tennessee, to Chattanooga in the

[53] Ibid., January 1, 8, 1867.

[54] Ibid., Roll 71, "Labor Contracts Received by the Office of the Assistant Commissioner: Shelby County," Shelby County contracts, March 10, 1866, January 21, 1866.

[55] Ibid., Roll 72, "Labor Contracts Received by the Office of the Assistant Commissioner: Shelby-Wilson Counties and States other than Tennessee," Shelby County contract, March 8, 1867.

[56] Ibid., Tipton County contract, January 8, 1867.

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[57] BRFAL Assistant Co
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[58] *Memphis Daily Appea*

[59] *Nashville Dispatch*, Se

[60] Rawick, *American Sla*

[61] Ibid., 37.

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extreme southeast corner of the state: a great distance by 1868 standards.[57]

Once the labor was secured, employers reneged on contracts and withheld wages, sometimes out of sheer resentment and disrespect for freedpeople, but also because they simply could not afford to pay regular wages. The Southern economy suffered the strains of war for four long years; the lack of cash and credit put planters and freedpeople in a precarious situation. Tennessee newspapers ran advertisements throughout the postwar years for banks offering to pay only twenty-five cents on the dollar for bank notes that were "steadily declining." The Atlanta cotton market was reportedly "dull, demand not active." In Memphis, one newspaper warned that no major cotton transactions had taken place because "the buyers [were] more numerous than the sellers."[58] The enormous demand for cotton at home and abroad, coupled with the cash shortage in the South, created a desperate need for cheap and exploitable agricultural labor.[59]

However, the crippled economy was not solely to blame. Because the bureau promoted the stipulation of wages in this unstable situation, and because Federal troops frequently plundered Southern farms and plantations leaving planters with extremely limited resources, freedpeople often eked out only the barest subsistence in return for their work as freed laborers. Andrew Moss, former enslaved person from Knoxville, remembered the desperate struggle for mere survival: "Most specially after de surrender. . . . We was glad to eat ash-cakes and drink parched corn and rye 'stead o coffee. I've seed my grandmother go to de smoke house, and scrape up de dirt whar de meat had drapped, and take it to de house fer seasonin. You see," he explained, "both armies fed off'n de white folks, and de cleaned out dey barns and cellars and smoke houses when dey come."[60] Attesting to the sluggish economy in Nashville after the war, freedperson Ellis Ken Kannon remembered that "our white people wuzzent able ter gib us anything. Eve'ythin' dey had wuz tuk durin' de wah."[61] Indeed, after the devastation of war and the loss of their chattel, planters were practically broke. They were willing to promise wages up front, but many struggled just to feed their laborers; certainly they could not afford to pay cash on a regular basis. Frequently, it was understood that wages were actually payable at the end of the season when the crops had been sold, and planters easily found ways to avoid payment when Christmas time came.

Agents often lamented that freed laborers were vulnerable to cruel and fraudulent

[57] BRFAL Assistant Commissioner Records, Roll 34, "Transportation Reports," FBO, http://freedmensbureau.com/tennessee/reports/transpo1.htm, http://freedmensbureau.com/tennessee/reports/transpo2.htm.

[58] *Memphis Daily Appeal*, November 26, 1865.

[59] *Nashville Dispatch*, September 6, 8, 1865; *Brownlow's Knoxville Whig*, February 28, 1866.

[60] Rawick, *American Slave*, 15: 49.

[61] Ibid., 37.

treatment on plantations, but frequently their efforts to protect blacks were unsuccessful. Many employers took every opportunity to cheat their laborers, both during and after the contracted work. S. H. Melcher, superintendent at LaGrange in West Tennessee reported that "the outrage most frequently occurring is the refusal of the employer to settle with the Freedmen for their last years' work, or taking advantage of them and securing a settlement before witnesses for a mere trifle."[62] Sometimes planters had their laborers arrested by local authorities for attempting to meet with local bureau agents in order to make sense of their contracts: "Edmund McNeil, a freedman was arrested and put in jail in Bolivar, and hired to a man in Miss. because he went to Supt. at Bolivar to learn about his contract."[63] And at least a few planters committed the most outrageous violation of freedpeople's right to establish family solidarity. In response to perhaps the most striking resemblance of enslavement, Melcher observed that "in many cases the children of colored persons which are able to work have been taken and bound out, leaving the younger and more helpless to be cared for by their parents."[64] Cases in which freed blacks were forced to forfeit family unity clearly show the degree to which they were once again subjected to former slaveowners. This tragic postwar reality was directly facilitated by the bureau, presumably, the official guardian of formerly enslaved people.

Bureau officials were also powerless to prevent hostile treatment of freed laborers after the contracts had been approved. The complaint books of the Freedmen's Court in Tennessee contain hundreds of instances of violence committed against freed laborers by bitter employers in episodes that are eerily reminiscent of enslavement. Freedperson Daniel Phillips accused his employer of attacking and threatening to kill him for false accusations: "[My employer] said to me that I hurt his Mule which I denied. He went & got his gun, he then whipped me first with a green limb, he then sent by servant Dom to Mr. Wright for a waggon whip, he then held the gun in his right hand and whipped me with his left, saying if I moved he would blow a hole through me, I think he hit me a hundred licks in all."[65] After contracting to Andrew B. Payne in August of 1865, another freed laborer, Sam Neal, feared for his daughter's virtue: "Payne hired myself and family 10 altogether to work for the season, he has made several base attempts on my daughter."[66] Many freed laborers lived in fear of

[62] BRFAL Assistant Commissioner Records, Roll 34, "Reports of Outrages, Riots and Murders, Jan. 15, 1866-Aug. 12, 1868," report from S. H. Melcher, superintendent at Lagrange, TN, December 18, 1865, FBO, http://freedmensbureau.com/tennessee/outrages/tennoutrages1.htm.

[63] Ibid.

[64] Ibid.

[65] BRFAL Field Office Records, Roll 24, "Complaint Books of the Freedmen's Court in the Memphis District, July 24, 1865-November 20, 1866 (Volumes 169-172)," Phillips vs. Harrison, July 29, 1865, FBO, http://freedmensbureau.com/tennessee/reports/tencourt.htm.

[66] Ibid., Welsh vs. George, November 17, 1865.

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threats such as these on a daily basis.

Prior to emancipation, slaveowners commonly used whipping and other acts of brutality as a form of punishment, and sadly, this persisted throughout the bureau's tenure as well. It was reported that one employer, Wm. Jones, "did tie up a colored boy and give him 500 lashes. . . . Found the boy not dead but badly whipped & the criminal gone to parts unknown."[67] Another cruel employer, Isaac Rucker, attacked freedman Bee Whitney's wife when she was nine months pregnant. Whitney said he and his wife were "hired to work for the one third of the crop they made. In the month of June he wanted me to leave & said he had hands enough & when ordered off did not go, he beat my wife in the head side & body with a piece of board, the last blow knocked her down. This was 6 days before she had a child—He threatened to shoot us if we did not leave, we left."[68]

Indeed, freed women were even more susceptible to violence at the hands of bitter plantation owners than men. A Nashville newspaper reported that "many [planters] thrust [freedwomen] out . . . with great violence, threatening them with flogging and even with shooting . . . and in some cases those inflictions were actually suffered."[69] Horrible scenarios such as these were common on plantations throughout Tennessee. One East Tennessee newspaper stated that "the present status of the negro is even worse than under the old slave regime. Then he had a guardian who sometimes oppressed him . . . but who nevertheless provided for his bodily welfare."[70] After emancipation, former slaveowners had little invested in black laborers, which intensified the violence inflicted on them. Workers were more likely to be injured when they were not considered valuable property to planters. The bureau's strict policy on forced-contract labor in many cases directly facilitated this highly dangerous situation, and agents could do little to prevent such abuses.

Moreover, despite contractual conditions promising wages, a share of the crop, or mere subsistence, employers felt fully entitled to exploit and openly cheat black laborers out of just dues or provisions; most were not even remotely intimidated by the bureau. One freedman from Middle Tennessee complained, "when I began to gather the crop (I was to have the 1/3) he drove me and my family off and would not give us a bit of anything to eat and said he did not care a dam for the Bureau."[71] Freed laborer

[67] BRFAL Assistant Commissioner Records, Roll 34, "Reports of Outrages, Riots, and Murders," report from agent John Seage, superintendent at Murfreesboro, to Lt. J. T. Alden, January 17, 1866, FBO, http://freedmensbureau.com/tennessee/outrages/murfbororept.htm.

[68] Ibid.

[69] *Nashville Daily Union and American*, August 1, 1865.

[70] *Cleveland Banner*, January 9, 1868.

[71] BRFAL Assistant Commissioner Records, Roll 34, "Reports of Outrages, Riots and Murders, Jan. 15, 1866-Aug. 12, 1868," report from agent John Seage, superintendent at Murfreesboro, to Lt. J. T. Alden, January 17, 1866, FBO, http://freedmensbureau.com/tennessee/outrages/murfbororept.htm.

Sam Neal feared for his life when it came time to collect his pay: "[My employer] hired myself and family 10 altogether to work for the season . . . [he] has ordered me off without pay or share of the crop & because I did not go he got his pistol & threatened to shoot me—he got Miles Ferguson to beat me & the both together beat me badly."[72] Threats such as these likely intimidated blacks to the point of acquiescing into unfair contractual stipulations and outright fraud by employers. To be sure, the intimidation was so severe on some farms that freed laborers likely felt fortunate to merely survive from day to day.

Deception was also a useful strategy for whites when payday finally came. Freedwoman Jane Turner claimed that her employer "has driven me off and beat me & owed me 20 dollars but keeps it back to pay for a Doctors bill 2 years ago."[73] In a similarly devious vein, a contract from Robertson County stipulated that each of two families were to receive one third of the crop, while the employer got one half.[74] Unfortunately for the laborers nobody noticed the mathematical slip; it was likely adjusted at harvest time to the planter's advantage. Another contract from Shelby County stipulated that "Jim [laborer] agrees to pay interest on all money advanced at the rate of 10 percent per annum."[75] This interest was compoundable on all advanced farming implements, feed for stock, and provisions for the family; by the end of the season, Jim may have actually owed his employer back interest. Often, employers either withheld or deceitfully miscalculated wages based on such scams. Other employers, however, more blatantly cheated their laborers. When accused in the bureau court, many employers simply fled the county. One group of freedpeople in Chattanooga said "they worked all the year for P. Goodin & last week he called in the due bill he gave us & paid us 20 per cent & promised to meet us all at the Bureau to pay the balance—he left in the Cars yesterday & has cheated us all."[76]

The bureau established courts to deal with freedpeople's complaints, ranging from withheld wages to rape and murder accusations, but they were mostly ineffective due to white resistance and plaintiffs' failure to appear. Once the bureau courts were abolished in May 1866, contracts held no clout; therefore agents drafted considerably fewer contracts after 1866.[77] Freedpeople were then forced to seek justice in local

[72] Ibid.

[73] Ibid.

[74] BRFAL Field Office Records, Roll 70, "Labor Contracts Received by the Office of the Assistant Commissioner: Robertson-Shelby Counties," Robertson County contract, November 21, 1865.

[75] Ibid., Roll 71, "Labor Contracts Received by the Office of the Assistant Commissioner: Shelby County," Shelby County contract, January 8, 1866.

[76] BRFAL Assistant Commissioner Records, Roll 34, "Reports of Outrages, Riots and Murders, Jan. 15, 1866-Aug. 12, 1868," report from agent John Seage, superintendent at Murfreesboro, to Lt. J. T. Alden, January 17, 1866, FBO, http://freedmensbureau.com/tennessee/outrages/murfbororept.htm.

[77] Phillips, "White Reaction to the Freedmen's Bureau," 53.

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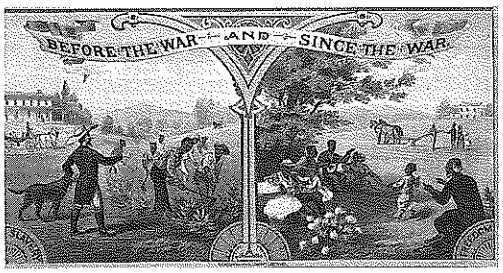
er "has driven me off and beat me &
for a Doctors bill 2 years ago."[73] In a
rtson County stipulated that each of
op, while the employer got one half.[74]
d the mathematical slip; it was likely
ntage. Another contract from Shelby
pay interest on all money advanced at
est was compoundable on all advanced
sions for the family; by the end of the
loyer back interest. Often, employers
ages based on such scams. Other em-
laborers. When accused in the bureau
. One group of freedpeople in Chat-
odin & last week he called in the due
ed to meet us all at the Bureau to pay
as cheated us all."[76]
reedpeople's complaints, ranging from
ns, but they were mostly ineffective
appear. Once the bureau courts were
ut; therefore agents drafted consider-
vere then forced to seek justice in local

Received by the Office of the Assistant Commis-
tract, November 21, 1865.

f the Assistant Commissioner: Shelby County,"

orts of Outrages, Riots and Murders, Jan. 15,
intendent at Murfreesboro, to Lt. J. T. Alden,
ssee/outrages/murfbororept.htm.

county courts where lily-white juries frequently acquitted guilty defendants. Reporting on a murder, sub-assistant commissioner James M. Johnson explained that four white men "killed Henry Hunt (colored) near Mouse Creek, McMinn Co., Tenn. The murderers were arrested, tried by jury and although it was in proof positive that one of their number killed him the jury acquitted them."[78]



Taken from a lithograph designed by W. H. Cowell of Martin, Tennessee and printed in Cincinnati in 1880. The reality for Freedmen was often far less idyllic than what was portrayed here, but the contrast between slavery and freedom is clearly represented. *From the Library of Congress.*

Being white meant that some violators were above the law in disputes with freedpeople. Some planters held such strong influence in local affairs that county authorities were unwilling to even make an arrest. In Madison County, freedman Bill Tice was "shot and severely wounded while at work on Mrs. Johnson's plantation in Madison County. . . . The civil authorities are powerless to make any arrest in this case."[79] M. H. Church, superintendent at Chattanooga, reported frustratingly that "the freedmen cannot get anything like their rights under the laws. They are imprisoned on frivolous charges unsupported by reliable testimony, although allowed to testify their evidence amounts to nothing against a white man."[80] Juries were simply unwilling to convict a fellow white citizen when accused by a freed black, regardless of the overwhelming evidence. Not surprisingly, cases such as these were common throughout Tennessee during the postwar years.

In spite of the prevailing attitudes, a few Southern whites recognized the obvious solution to the problem of receiving honest and efficient labor from freedpeople: "[Southern planters] must cease to remember the negro as a slave and regard him as a free laborer, having just the same claims that a free white laborer had upon them in the past."[81] This would be a difficult realization for many Southerners to achieve; indeed, most would not accept this truth for many years. In January 1866, the voice of Radical Republicanism, *Brownlow's Knoxville Whig*, insightfully asked: "What is it

[78] BRFAL Assistant Commissioner Records, Roll 34, "Reports of Outrages, Riots, and Murders," report from James M. Johnson to Bvt. Maj. Genl. W. T. Carlin, Chattanooga, TN, August 5, 1868, FBO, http://freedmensbureau.com/tennessee/outrages/chatoutrages.htm.

[79] Ibid., report from Thos. J. Palmer to assistant commissioner, FBO, http://freedmensbureau.com/tennessee/outrages/outrage31499.htm.

[80] Ibid., report from M. H. Church, superintendent at Chattanooga, TN, November 6, 1866, FBO, http://freedmensbureau.com/tennessee/outrages/chatrept.htm.

[81] *Brownlow's Knoxville Whig*, August 1, 1865.

but a continuation of slavery in another form to deny a man the right to work except upon the written recommendation of his former master? If he is to be limited to such sphere of labor as his former master chooses to designate, is he not practically enslaved, even worse than when his body could be sold?"[82] This was certainly a worthwhile question, but, unfortunately for freedpeople, one that few planters were willing to ponder. Another writer lamented that "there is and must continue to be mutual distrust between old masters who never paid wages and a working class which never received wages," but, the article continued optimistically, "let this distrust be done away with by fair dealing, and we do not doubt that harmony will be established." Idealistic, perhaps, but it was certainly a simple solution to a complex problem. The article went on to report that planters who "paid down the wages as soon as earned ... had no difficulty whatever in conducting [the] plantation."[83]

Indeed, labor agreements did not always end badly for freedpeople; those who could count on fair and equitable treatment worked honestly and diligently for their employers. The *Nashville Union and American* wrote of a planter who contracted "twelve hands, six men, and six women," who were to get "one-fourth of the net proceeds of the crops." The laborers "[had] a full understanding of their interest in the said crops." The harvest was reportedly the most successful in years, and "not a single difficulty has occurred among [the laborers] since they have agreed to work on my farm." This contract was signed in February 1865 and ended with the satisfaction of all parties involved. "Thus is the whole labor problem solved," the *Dispatch* declared, "Deal justly, give the freedmen interest in their work, and there will be no trouble." This writer even suggested a solution to planters' racism: "it is probably best to 'peg away' at the old slaveholders, till they conclude to deal justly. . . . It is nothing but sheer ugliness on their part that causes all the trouble and inflicts all the distress on the freedmen."[84] So the answer was there, and some whites recognized it, but racial assumptions and oppressive behavior patterns were not easily overcome. Racial antagonisms ran deep in the blood of the planter class, and it would take more than a few optimistic editorials for employers to come around. Most whites simply resented the idea of treating black laborers as equal to white laborers. Freed or enslaved, blacks were considered second-class citizens, a "pariah class," predestined to remain subservient after emancipation and beyond in the minds of many whites.[85]

In sum, this mentality was not limited to Southerners; bureau agents fully adopted paternalist roles and fervently persuaded freedpeople to carry on farm production. Their protection of black rights during the first crucial years after emancipation was

[82] Ibid., January 10, 1866.

[83] Ibid.

[84] Nashville Union and American, September 1, 1865.

[85] For an interpretive synthesis of race relations during the postwar and Reconstruction periods, see Robert J. Norrell, *The House I Live in: Race in the American Century* (New York, 2005), 1-42.

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limited at best, but its appropriation of black laborers and maintenance of agricultural prosperity was actually quite effective, to the direct benefit of the planter class. The contract system was an emergency measure to help reinstall black laborers while purporting to protect their interests. In reality, contracts were merely a device used to allocate laborers, train blacks for their "appropriate" socioeconomic roles, and return the South to its pre-war working order. Both pre-printed and hand-written stipulations essentially codified the old system of enslavement through a new means, and contracts became the new, emblematic "overseers" of freed laborers; they insured landowners that black labor would be available and that this labor supply would be sustained throughout the first two postwar growing seasons.

Contracts were also an uneasy compromise between two incompatible systems of labor: free and unfree. Ironically, the bureau boasted the "freeness" of its forced-contract system; but it was really just a partial expression of the free labor ideal, lacking key components necessary to safeguard workers. Freedpeople were by no means free laborers in postwar Tennessee; at best, they were neo-slaves, legally compelled by federal authority to remain on the land.

Tennessee planters not only accepted the bureau's policy on black labor, they cunningly worked within its boundaries to secure workers and ensure stable farm production, while at the same time abusing and deceiving employees. They promoted racist notions of naturally lethargic, indigent, and even iniquitous freedpeople in newspapers while they blatantly maltreated and manipulated workers without caution. These strategies, coupled with agents' conciliatory attitudes towards planters and paternalistic policy on black labor, ultimately prevented any socioeconomic uplift for black Tennesseans during the postwar period. Indeed, white policies would remain a serious hindrance to African Americans' realization of freedom until the civil rights movement of the 1960s.

In 1963, with the hindsight of that century-long struggle for civil rights, renowned black leader Martin Luther King, Jr., sadly observed: "With the ending of physical slavery after the Civil War, new devices were found to 'keep the Negro in his place.' It would take volumes to describe these methods. . . . Yet one of the revelations during the past few years is the fact that . . . race prejudice and discrimination do not wear only Southern labels. The subtle, psychological technique of the North has approached in its ugliness and victimization of the Negro the outright terror and open brutality of the South."[86] Commenting on the scope and complexity of racist devices such as the bureau's contract system, King noted that analyzing these methods would "take volumes." The information contained in Tennessee's bureau records can provide at least a small portion to King's volumes and add to our understanding of the "subtle, psychological technique" of whites used to control African Americans well into the twentieth century.

[86] Martin Luther King, Jr., *Why We Can't Wait* (n.p., 1963; reprint, New York, 2000), 14, 18.