

28 December 1865, 1

Contracts with Freedmen.

As a matter of general information we publish the following form and terms of agreement, which has generally been adopted, between the planters of the various districts and the freedmen:

FORM OF CONTRACT.

STATE OF SOUTH CAROLINA; }
 DARLINGTON DISTRICT. }
 Articles of Agreement between _____
 and _____ Freedmen and Women,
 whose names are hereunto attached:

1st. The said servants agree to hire their time as laborers on the plantation of _____ from January 1st, 1866, to January 1st, 1867; to conduct themselves faithfully, honestly, civilly; and diligently to perform all labor on said plantations, or such as may be connected therewith, that may be required by the said _____ or his agent; and to keep no poultry, dogs or stock of any kind, except as hereinafter specified; and without the written consent of the proprietor or his agent to keep no fire arms or deadly weapon, no ardent spirits, nor introduce or invite visitors, nor leave the premises.

2d. The said servants agree to perform the daily tasks hitherto usually allotted on said plantation, to wit: 125 to 150 rails; cutting grain, 3 to 6 acres; ditching and banking, 300 to 600 feet; hoeing cotton, 70 to 300 rows, an acre long; corn, 4000 to 7000 hills.

In all cases where tasks cannot be assigned, they agree to labor diligently ten hours a day.

3d. For every day's labor lost, by absence, refusal or neglect to perform the daily task, said servants shall forfeit fifty (50) cents. If absent voluntarily or without leave, two (\$2) dollars a day; if absent more than one day, without leave, to be subject to dismissal from the plantation and forfeiture of share in the crop. All such fines and forfeitures shall inure to the benefit of the employer and employees in proportion to their relative shares.

4th. Said servants agree to take good care of all utensils, tools and implements committed to their charge, and to pay for the same if injured or destroyed; also, to be kind and gentle to all work animals under their charge, and to pay for any injury which they may sustain while in their hands.

5th. They stipulate to keep their houses, lots and persons in neat condition, and subject to the inspection of the employer or his agent at any time.

6th. They agree to furnish from their number a nurse for the sick; also, stock-minder and foreman, to be selected by the employer. They agree to be directed in their labor by the foreman, to obey his orders, and that he shall report all absences, neglects, refusal to work, or disorderly conduct, to the employer.

7th. The said employer agrees to treat his hirelings with justice and kindness; to furnish each family with quarters on his plantation, with one-fourth of an acre of land for a garden and the privilege of getting fire wood from some portion of the premises, to be indicated by the employer; and to divide the crop with them in the following proportions, viz: To the hirelings one-third of the corn, potatoes and peas gathered and prepared for market, and one-third net proceeds of the ginned cotton, of its market value at the end of the year; and when desired, to furnish the usual bread and meat rations, to be accounted for at the market price out of their share of the crop.

8th. Said employer agrees to furnish animals and to feed them; also, wagons, carts, plantation implements, &c., such as cannot be made by the laborers on the plantation.

9th. All violations of the terms of this contract or of the rules and regulations of the employer, may be punished by dismissal from the plantation with forfeiture of his or her share of the crop or wages, as the case may be; but the employer shall pay said parties at the rate of four (\$4) dollars a month for full hands deducting there from advances made.

10th. The employer or his agent shall keep a book in which shall be entered all advances made by him, and fines and forfeitures for lost time or any cause, which book shall be received as evidence in same manner as merchants' books are now received in Courts of Justice, and shall have a right to deduct from share of each laborer all his or her fines and forfeitures, also all advances made by him.

11th. The laborers shall not sell any agricultural product to any person whatever without the written consent of the employer.

12th. The laborers shall commence work at sunrise, and be allowed from one to three hours each day for their meals, according to the season of the year.

In cases where parties prefer to contract for wages in lieu of a part of the crop, it will be competent for them to do so, in which case the Committee suggest a scale of prices according to quality of hands, ranging from \$40 to \$120 per year.