

Jan. 27, 1866

The State of South Carolina,

One Starfield

DISTRICT.

Articles of Agreement entered into by and between the *freemen & women* whose names are hereunto signed on the one part and *Allan Macfarlan*

on the other part; Witnesseth, That the said *freemen & women* agree to reside on *Westmoreland* plantation from the day of *January* A. D. 1866 until the first day of January following (1867), to devote their labor to the usual work, cultivation and improvement of said plantation during said time; that they shall obey all lawful orders of the said *Allan Macfarlan* or *his* authorized agent, and be subject to such rules and regulations, fines and forfeitures as may be necessary for the proper management and good order of the plantation, and more especially to the rules and regulations hereunto affixed; that they shall not absent themselves from the plantation or leave their work without the consent of the said *Allan Macfarlan* or *his* agent first asked and obtained; that they shall not injure any animal or other property committed to their care, nor destroy or steal anything belonging to the said *Allan Macfarlan* but shall do all in their power to prevent the same; that in cutting wood for fuel they shall confine themselves to such places as may be allotted them; and generally shall conduct themselves in a peaceable, civil, quiet and orderly manner.

In consideration of the foregoing the said *Allan Macfarlan*

agrees on *his* part to furnish each *freedman's* family a dwelling house, and each single *freedman & woman* suitable lodging, a reasonable supply of fuel (to be cut by the *freedmen*) to set apart land sufficient for a vegetable garden for said *freedmen* and their families; to guarantee the payment of the medical account of each *freedman* to such extent as each *freedman* may agree upon (provided said account does not exceed the amount of his or her share of the crop); to furnish in advance to each *freedman* who may not have a supply of corn sufficient for his support), which said advance is to be repaid the said *Allan Macfarlan* out of the share of such at the market value), and to pay and deliver over to the said *freedmen* the following sums and quantities: *One half* part of the nett proceeds of ginned cotton made, *One half* part of the ~~nett value~~ of corn made, *One half* part of nett quantity sorghum syrup made, *One half* part of ~~nett value~~ of wheat made, *One half* part of the whole quantity of pork made, *one half* part of potatoes made and gathered together - *part of all the nett value of all fodder oats and hay made & gathered*

Which said nett amounts and values are to be ascertained as follows, viz:

From the amount of sales of cotton and the gross ^{quantity} values of corn or other produce, deduct one *fourth* part for rent of land, ~~use of animals, tools and machinery~~; and also deduct overseer's wages, wheelwright,

blacksmiths' and carpenters' accounts for repairs done during the year, cost of bagging and rope, and part of the cost of guano or other manures purchased. And the share of each *freeman* is to be ascertained by the rate at which he or she is agreed to be considered, and by reference to the number of days' work done by each.

It is further agreed, that the said *Allan Macfarlan* is to furnish a sufficient number of animals, ploughs, carts, wagons, and such other implements as are necessary for the advantageous working of said plantation, and to treat said *freemen & women* with justice and kindness.

It is further agreed by and between the parties aforesaid, that the said *Allan Macfarlan* by himself or *his* agent, shall keep a book in which to record each day's work, all advances made, all fines and forfeitures incurred, which said book is to be received in evidence in the same manner as merchants' books are received in Courts of Justice, and to be examined by the *freemen and women* at any reasonable time if desired.

In witness whereof the parties aforesaid have hereunto set their hands at *Westmoreland* this *twenty seventh* day of *January* Anno Domini 1866

It is further agreed that if the plantation expenses over and above rent exceed the net proceeds of seven bales cotton the said *Allan Macfarlan* is to pay all above that amount

Signed in presence of
N. C. McHannon
J. C. LaRoche

By Robert Drayton
 In presence of
J. C. Hunter
B. J. Hagner

Allan Macfarlan
John X. Peque foreman
Hutton
Madison
Wisdom
Silas
Annette p wisdom
Mick
Grace
Joe
Lavinia
Dingwall with Joe's consent
Nathan p Joe
Patrick p Hutton
Allen
Ananias
Ellen p Allen
Solomon p Allen
Louisa
Mary Holmes
Victoria

Robert Drayton
W. C. H.

PLANTATION RULES AND REGULATIONS.

1. From 1st March to 1st September, all hands will be ready for work at sunrise; at 7 o'clock A. M. stop three-quarters of an hour for breakfast; work until noon, when there will be an intermission of two hours and a half during the months of July and August, and two hours for the other months.

2. From 1st September to 1st March all hands will be required to rise at daybreak, feed and attend to any stock they may have in charge, eat their breakfast, and be ready for work when the sun is half an hour high. Work to be continued until sunset, with the exception of an hour's intermission at noon, and such other time as may be allowed for special purposes, such as washing, scouring and cleaning quarters.

3. No night work shall be required, except such as the necessities of the plantation may demand, such as tying up fodder or hay, putting away cotton, peas, guano, meal, or anything that may chance to arrive at a late hour, mending fences to turn stock when blown down by an evening storm, getting stock out of the fields on such or similar occasions, securing stock from freshets, and in extinguishing and arresting fire in the event of its breaking out accidentally or otherwise.

4. On the Sabbath days a suitable number of laborers shall be detailed, in rotation, to attend to horses, mules, hogs, cattle, and such other matters as may be necessary; and in case any of said laborers fail to perform the duty assigned him or her for any Sabbath, he, she or they shall each forfeit an equivalent to twice the value of one day's work, four times said value for second offence, and for each subsequent failure a like proportion, besides dismissal from the plantation, at the option of the employer, and a forfeiture of all pay due or earned up to date of failure. No other work shall be required or allowed on the Sabbath, excepting what may be required to preserve the property, stock and produce on the plantation.

5. During working hours no general conversation is to be allowed; and all stopping of work for the purpose of talking, except what may be necessary to the carrying on of the work, is strictly forbidden.

6. Signals for going to work must at all times be promptly obeyed.

7. Any neglect of duty, disobedience of orders, badly done work, false representations in order to deceive about work, or leaving the plantation without orders, to be punished ~~according to the schedule hereto annexed.~~ *as provided in Rule No 15.*

8. Negligence and damage growing out of the leaving of gates open, fences down, night hunting and dropping fire, setting fire to ash heaps and allowing the fire to spread and injure fences or forests, burning fence rails, lumber, tools, gates, or other useful article for fuel, to be punished ~~according to the schedule hereto annexed.~~ *by a fine equal to the damage done*

9. Throwing away, or carelessly losing gear, tools, or plantation implements, to be punished by a forfeiture of twice the value of the article so thrown away or lost.

10. Ill treatment of horses, mules, oxen, or other animal committed to their care, to be punished by such fine or forfeiture as the employer and some neutral person may adjudge.

11. No laborer, nor any of their families, shall keep any dog, hog, goat, cow, horse, mule, cattle, or poultry of any kind; nor any gun, pistol, or other offensive weapon, without the special permission in writing of the employer, under the penalty of forfeiture of such; and in the case of weapons, dismissal from the plantation, with forfeiture of all pay due.

12. The laborers shall not themselves, nor allow their children, to take any fruit or other produce of the plantation, without the consent of the employer; and in case they do so, they shall forfeit for each offence four times the value of the fruit or produce so taken.

13. The children of the laborer must not be allowed to ramble about the plantation, nor to injure, destroy, or carry away fruit, melons, pumpkins, or other produce, and their parents will be held bound to see that this rule is enforced.

14. Quarreling, fighting, and the use of indecent language among themselves, and the use of insolent or indecent language to their employer, or his agent, are strictly forbidden; and a breach of this rule subjects the one offending to such penalties as the employer may inflict, besides such punishment as the civil Courts may inflict for a breach of the peace.

15. Voluntary absence from the plantation shall be punished by a forfeiture of four times the value of a day's work for the first day, six times for the second, and absence for more than two days without leave subjects the offender to dismissal from the plantation, together with forfeiture of his or her share of the crop.

16. All fines and forfeitures shall inure to the benefit of the employer and employees, in proportion to their relative shares; provided always, that in cases of dismissal the employer shall have the right to substitute another laborer in place of the one dismissed.