

Another Kind of Slavery?

Though the Thirteenth Amendment prohibited the institution of slavery, many of its traces remained visible in parts of the South for as long as a century after the conclusion of the Civil War. Cheap agricultural labor was the bedrock of the South's plantation economies for decades prior to the Civil War; this was continued after the war as the practice of sharecropping, which many observers have referred to as "slavery by another name." In sharecropping systems, farmhands primarily worked on the land in return for a share of the crops, though they were sometimes compensated in other ways, such as with housing and clothing. The series of "Black Codes" enacted across the southern United States during the Reconstruction era made it difficult (and sometimes illegal) for former slaves to own land or work in a variety of professions. This had the effect of pushing many back to the same jobs they had before the war.

The following images and excerpts are of labor contracts for servants of the Mason family, a prominent, wealthy family of Southampton County, Virginia. In the first of the two contracts, a man named Isaac Rawlings pledges to work in return for a share of the total crop taken from the land on which he will work. Moreover, he agrees to pay for all of the necessary farming equipment. This was a fairly common term of sharecropping agreements, with plantation owners typically providing the equipment itself and then deducting the costs of its use from the sharecroppers' pay at the end of the year.

The second contract regards the employment of a house servant. In it, two of the Masons (Sarah O. and M.A.) agree to payment terms for Emily, the daughter of a man named Eldridge Heath. Their agreement highlights the dire employment situation for blacks during Reconstruction, in that Eldridge was willing to surrender his daughter's freedom for a seemingly insignificant sum of money and household items.

From the Eleanor Brockenbrough Library

This Contract, entered into this _____ day of January, 1870,
between Mrs J. G. Mason & Miss Sarah O. Mason, of the first part;
and Saml J. Rawlings & D. Eason, of the second part,

Witnesseth, that the said party of the first part bind
themselves to furnish the said party of the second part with
Orath land enough for a corn crop of 80,000 corn hills,
planted $4\frac{1}{2}$ feet by 4 feet. (the southern portion of Davis Field)

That the said party of the second part bind themselves
to furnish hands, horses, food for hands & horses & all
necessary farming utensils; to cut down the bushes in the
fence corners; to grub the land, where necessary; to cultivate
the crop well and sufficiently; to repair the fence on the
land cultivated, so as to make it a lawful fence, of sound
rails from bottom to top -

And it is further agreed, by both parties, that the
whole crop made on the land, that is to say the corn,
tops, sheaves, and whatever else may be made on the land,
shall be divided as follows; to the party of the first part
 $\frac{1}{4}$; to the party of the second part $\frac{3}{4}$ -

Entered into this day and date above written, at
Fortville, Southampton County - Va.

M. A. Mason & Sarah O. Mason,

Witness
L. E. Mason

his
Demsey & Eason
mark
J. J. Rawlings

P.S.

I agree to give up the $\frac{1}{4}$ of the sheaves to
which Mrs Mason & co would be entitled to, in con-
sideration of the entire picking of the field L. E. Mason

This Contract entered into this 5th day of
Feb-7 1870, between Mr M. A. Mason and
Miss S. O. Mason, of the first part, and
Eldridge Heath, of the second part, all
of the County of Southampton, and State
of Va. Witnesseth:

That the said Mr M. A. Mason & Miss S. O.
Mason, party of the first promise to
Eldridge Heath, as wages for his child
Emily during 1870, fifteen dollars
in money, 2 homespun dresses, 2
chimonis, 1 pair of good shoes (or
clothing to the amt of \$12.00), whole
- some food in usual quantity, for
servants, & good quarters -

That said Eldridge Heath, the party
of the second part promises, that the
said Emily shall do diligent & faith-
- ful service during the year 1870,
and be entirely at the service &
under the control of the party of the
first part during the entire year,
& that she shall take time only with
the consent of the said party of the
first part.

Entered into this day and
date above written, at Fortsville
in Southampton County - Va.

Witness
J. Mason
M. A. Mason & Sarah C. Mason,
his
Eldridge Heath
mark

Excerpts

Mason – Eldridge Heath Labor Contract

February 5, 1870

“The said Mrs. M.A. Mason and Mrs. S.O. Mason...promise to [pay] Eldridge Heath, as wages for his child Emily during 1870, fifteen dollars in money, 2 home-spun drapes...1 pair of good shoes (or clothing to the amount of \$12.00)...food in usual quantity for servants, and good quarters.”

“The said Eldridge Heath...promises that the said Emily should do diligent and faithful service during the year 1870, and be entirely at the service and under the control of the party of the first part during the entire year, and that she shall take time [off] only with the consent of the said party of the first part.”

Mason – Isaac Rawlings Labor Contract

January, 1870

“The said party of the first part (the Masons) bind themselves to furnish the said party of the second part (Isaac Rawlings) with [enough land] for a corn crop of 80,000 corn hills, planted 4 ½ feet by 4 feet.”

“The said party of the second part bind themselves to furnish hands, horses, food for hands and horses, and all necessary farming utensils; to cut down the bushes in the fence corner; to grub (clear out) the land, where necessary; to cultivate the crop well and sufficiently; to repair the fence on the land...”

“And it is further agreed by both parties, that the whole crop made on the land, that is to say the corn...and whatever else may be made on the land, shall be divided as follows: to the part of the first part, $\frac{1}{4}$; to the party of the second part, $\frac{3}{4}$.”

Suggested Activity

Have them discuss whether they think the Reconstruction era was a step forward or a step backward (or neither) for the African-American community, in terms of their individual rights. Given the same set of circumstances, have students discuss whether they have agreed to the terms of these contracts for themselves? If not, why do they think Eldridge and Isaac did? Finally, have students work together to create a more fair and equitable contract.

Discussion Questions

- 1.) Do you think the Masons were taking “unfair” advantage of Isaac Rawlings, Eldridge Heath, and/or Emily? Why or why not?
- 2.) Some observers have called sharecropping and other jobs done by freedmen during Reconstruction “slavery by another name.” What do you think this means?
- 3.) In what ways do you think the arrangements described in these contracts reflect the status of African Americans *before* the Civil

War? Is it appropriate to call this “slavery by another name”? Use information gleaned from the contracts to support your answer.

- 4.) Imagine you are a former slave looking for work in 1870. How do you think you would feel about possibly working the same job(s) you did when you were a slave?
- 5.) Explain why you think the servants were better off or worse off in 1870 than they were before the Civil War.
- 6.) What information in the labor contracts leads you to think the Masons were taking “unfair” advantage of Isaac Rawlings, Eldridge Heath, and/or Eldridge’s daughter?
- 7.) Explain why you think sharecropping helped freemen become more independent by allowing them to earn their own wages, or why you think it reinforced the control of white plantation owners.
- 8.) What was the 13th Amendment? Based on these documents, how effective do you think it was in ending slavery?