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Aug. 11 AGREEMENT WITH FREEDMEN on the Declouet Plantation,
Parish of St. Martins, employed by Alexander Declouet.

AGREEMENT WITH FREEDMEN.

This Agreement (in three parts) made and entered into this Eleventh (11th) day of August A. D. 1866, by and between Alexander Declouet of the first part, and the following named persons, hereinafter named and undersigned, Freedmen of the same place, parties hereto of the second part, Witnesseth: That for the purpose of Cultivating the Plantation known as the Declouet Plantation in the Parish of St. Martin, La. aforesaid during the year commencing on the fifteenth day of January A. D. 1866 and terminating on the fifteenth day of January A. D. 1867, the said parties do hereby mutually agree that Circular No. 29, Headquarters Bureau Refugees, Freedmen, and Abandoned Lands, State of Louisiana, providing for the Employment and general welfare of Freedmen, Series 1865, all of which is hereto annexed, (or separately supplied) is hereby incorporated in and made a part of this Agreement as fully as if here recited. The said Alexander Declouet of the first part for the consideration and on the conditions and stipulations hereinafter mentioned, agrees to pay to the said Laborers the rates of monthly wages agreed upon and as specified opposite their respective names hereto, and in the following manner to wit: One twentieth of the monthly wages of such Laborers to be retained in the hands of the employer for the purpose of supporting Schools for the education of the children of Freedmen, to be paid over at the end of each month so much as may then be due, to the Agent of the Freedmen's Bureau or other Agent of the U. S. Government, properly authorized to receive it, to be expended for the purpose above named. One-half of

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the wages agreed upon, which will remain after deducting the one twentieth set apart for school purposes, to be punctually paid to the laborers during each and every month, reckoning from the day when this Contract commences as aforesaid; and the remaining one-half together with such portion of the one-twentieth set apart for Schools as may not have been demanded and paid over previously, at the end of the year. Said Alexander Declouet further agrees to furnish to the said Laborers, free of charge, good and sufficient quarters, wholesome food, fuel, and medical attendance; to see that the premises thus furnished are kept in a good sanitary condition; to allot from the lands of said Plantation for garden purposes, such portion of ground as may be allowed by Circular No. 29, to each Laborer or Family, the same to be specified in this Agreement, such allotment to include a reasonable use of tools and animals; to exact only ten hours per day and no labor whatever on Sundays, except in cases of positive necessity, and if any labor in excess of ten hours per day is rendered, the same is to be paid for as extra labor; to grant to such laborers one half of each and every Saturday to enable them to cultivate the portions of land allotted to them, also the Fourth of July; to co operate in and encourage the establishment of any School for the education of the children of said Laborers, and to give, free of rent, the use of such piece of ground, not exceeding one-fourth of one acre, as may be most suitable and convenient for the erection of a School house for the accommodation of the neighborhood, and not to interfere with the dwelling house and other buildings on the Plantation; and finally the said Alexander Declouet agrees to comply in all respects with Circular No. 29, above referred to and made part hereof. And in consideration of the faithful performance of the said Alexander Declouet of all

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the obligations assumed by him and of the punctual payment by him of the wages agreed upon as aforesaid, the said Laborers do severally, and each for himself, agree with the said Alexander Declouet heirs and assigns to faithfully and honestly, and to the best of their skill, knowledge and ability, to perform such ordinary labor as may be necessary for the cultivation of such crops as the employer may see proper to plant for the term as aforesaid; and during the harvest season do agree to work on Saturday afternoons, and Sundays, and at night, whenever in the judgment of the employer it may be necessary for the securing or preservation of the crops, for which they are to be paid at the rate of one day's labor, and to receive ($\frac{1}{2}$) one-half ration extra for every six hours' work. Said parties of the second part do further agree to do such extraordinary work as may be necessary on Sundays or night, for the security of Plantations and crops against destruction by storms, floods, fire or frost, for which they are to be paid as above specified. And finally they agree to observe and comply in all respects with Circular No. 29, above referred to. And it is furthermore agreed; That in case the said Alexander Declouet shall fail, neglect, or refuse to fulfill any of the obligations assumed by him or shall furnish said parties of the second part, with bad or insufficient food, or insufficient or unhealthy quarters, or shall be guilty of cruelty to them, he shall besides the legal recourse left to the particular party or parties aggrieved, render their contract liable to annulment at the option of the Assistant Commissioner, etc.

And it is furthermore mutually agreed by the said Alexander Declouet to pay to every one respectively of the laborers hereinafter named and undersigned one fourth of all surplus cotton made on the plantation over

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and above four bales per laborer, at the sale and out of the net proceeds of said cotton, the number of bales to be computed at the rate of four hundred and fifty (450) pounds to the bale. It being understood that the parties of the second part hereby agree to contribute one fourth of the expenses, of ginning pressing and extra laborers which may be incurred to save the crop and pick the cotton and thus produce a surplus over four bales to the hand. Their share of the expenses to be contributed by them only for all cotton made over four bales per hand. It is further mutually agreed by said A. Declouet of the first part and the following named freedmen of the other that these latter will furnish themselves their own clothing out of their wages, that they will be allowed the Saturday afternoon without deduction of pay; that they will be entitled to one arpent and a half of land for the first class; one arpent for the second class and three quarters of an arpent for the third class to work as best they choose. The parties of the second part will moreover be allowed the use of a pasture (to be designated by the party of the first part) with the privilege of raising and keeping therein a certain number of live stock (horses, milk cows or hogs) to be specified and restricted by said Alexander Declouet as in his judgment he may deem fit and proper. The support of laborer families will be at their own expense, without any charge however for house rent and fuel.

By mutual agreement it is further expressly stipulated that by medical attendance is not understood physicians' visits fees and prescriptions, which are to be at the expense of the laborers, but only such attention, treatment and medicines, as, the party of the first part, may, to the best of his knowledge be able to give them in case of sickness and, moreover, in cases

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of sickness the value of rations to be deducted.

That in lieu of monthly wages the said Laborers shall be entitled to and agree to accept the share of the net profits of carrying on the plantation aforesaid, respectively set opposite their names below.

And it is furthermore agreed, That any wages or share of profits, due the said Laborers under this Agreement, shall constitute a first lien upon all crops or parts of crops produced on said plantation or tract of land, by their labor; and no shipment of products shall be made until the duly authorized Agent shall certify that all dues to laborers are paid or satisfactorily arranged.

In Testimony Whereof, the said parties have affixed their names to this Agreement at St. Martinsville State of Louisiana on the day and date aforesaid.

No.	Names	Age	Sex	Class	Number of persons dependant on laborers for support	Rates of Wages	Remarks
1	Richard Gary	54	male	1st	4	\$13.00	From 15th Jan. 1866
2	Caroline Gary	40	female	1st		\$ 8.00	" "
3	Henriette Charbonnet	28	female	1st	3	\$ 7.00	From 4th Jan. 1866
4	Julien Bernard	22	male	1st		\$13.00	From 15th Jan. 1866
5	Mimi Bernard	19	female	2nd		\$ 6.00	" "
6	Francois Prince	58	male	2nd	1	\$10.00	" "
7	Luc Michel	28	male	1st	1	\$13.00	" "

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No.	Names	Age	Sex	Class	Number of persons dependant on laborers for support	Rates of Wages	Remarks
8	Henriette Gidore	30	female	2nd		\$ 6.00	From 4th Jan. 1866
9	Daniel Johnson	40	male	1st		\$15.00	From 15th Jan. 1866
10	Edward Martin	30	male	1st	3	\$13.00	
11	Alexander Henry	21	male	1st		\$13.00	" "
12	Elijah Walker	75	male	3rd		\$ 7.00	" "
13	Francis Sylvestre	23	male	1st		\$13.00	" "
14	Thomas Metus	68	male	3rd		\$ 7.00	" "
15	Joseph Dabney	23	male	1st	4	\$13.00	From 29th Jan. 1866
16	William Jonet	18	male	3rd		\$ 6.00	" "
17	Milo Charles	33	male	1st	1	\$13.00	" "
18	Victor Gufsy	36	male	1st	2	\$13.00	" "
19	Pierre Arcenau	38	male	1st	5	\$13.00	" "
20	Norbert Lahoussaye	52	male	2nd		\$10.00	From 2nd Feb. 1866
21	Raphael John Richard	21	male	2nd		\$10.00	From 15th Jan. 1866
22	Henri Horace	45	male	3rd		\$ 7.00	From 5th Mar. 1866
23	Marie Soigne	24	female	4th	1	\$ 4.00	" "
24	Marguerite Chitton	30	female	2nd	2	\$ 6.00	From 23rd Apr. 1866
25	Harriet Fouce	25	female	4th		\$ 4.00	" "

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No.	Names	Age	Sex	Class	Number of persons dependant on laborers for support	Rates of Wages	Remarks
26	Celestine Melinde Major	40	female	3rd		\$ 5.00	From 30th Apr. 1866
27	Minerva Merle	40	female	2nd	3	\$ 6.00	From 1st May 1866
28	Augustine Narcisse	40	male	2nd		\$10.00	From 15th May 1866
29	Vahere Narcisse	13	male	3rd		\$ 5.00	" "

(NOTE: The above all signed with their mark of + .)

Executed in Presence of:

(signed) Alexander Declouet
Planter

Andrew Bell

St. Martins Parish, La.

P. L. Declouet

Approved: August 23rd 1866

(signed) W. Cornelius
1st Lieut. & Agent

Note - This Contract will be made in three parts, one to be kept by the Planter, and two to be forwarded through the Local Agent to the Bureau Refugees, Freedmen and Abandoned Lands, State of Louisiana. No Contracts will be accepted which does not contain the family name of each Laborer. If the Laborer has not one he must assume one. Each Laborer will be required to sign his name to this Contract , either by making his mark or otherwise in the presence of Witnesses.

Handwritten and printed in English. Original on file at Dupre Library at the University of Southwestern Louisiana in Lafayette, La.