The Terms of Freedom: Black Labor Contracts in the Reconstruction South

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Abstract

At the close of the Civil War, Congress established a temporary federal agency, the Freedmen's Bureau, and tasked it with supervising the South's transition from slave to free labor. We estimate the impact of the Bureau on black wages and working conditions by analyzing archival Bureau records, which include labor contracts that were negotiated both with and without a Bureau agent present. After controlling for time, location, and worker characteristics, we find that the Bureau had a negligible impact on worker pay, but a large and positive impact on working conditions. Such conditions included, for example, the right to comfortable quarters, medical care, fixed working hours, and certain wage protections. We also find, however, very large differences across Bureau agents. These differences are often large enough to offset any average effect, leading to both positive and negative (net) agent-specific impacts on workers. We conclude that the Bureau improved working conditions and that the impact of the Bureau was principally driven by the individual agents, rather than by Bureau policy.

Keywords. Freedmen's Bureau, Labor Contracts, Standard Form Contracts, Slavery, Reconstruction, Black Codes.

JEL Codes. K12, K31, J08, J47, J81, N31

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"Easily the most dramatic episode in American history was the sudden move to free four million black slaves . . . "

— W. E. B. Du Bois (1935)

1 Introduction

Among the most urgent and essential questions facing the United States after the Civil War was what system of labor would replace chattel slavery.[1] The early postwar period years were characterized by relatively ad hoc labor arrangements.[2] Many freedpeople migrated toward nearby towns and Union Army camps.[3] Most, however, stayed behind and continued to labor on the plantation of their erstwhile owners. In theory, those who stayed did so under new terms of labor negotiated in an arm's length bargain with the plantation owner. In practice, however, they often continued to labor under similar or even worse economic terms (Litwack, 1979). During the critical early years of Reconstruction, and particularly the months between the end of the war and the abolition of slavery (April to December 1865) the economic and legal status of black labor remained an open question.[4]

The federal government and southern state governments responded with policies that effectively compelled blacks to enter into long-term agricultural labor contracts. State policies pursued this goal through a series of statutes known as "Black Codes." These laws were expressly designed to reestablish the social and economic conditions of slavery. Among others, they required blacks to enter into long-term labor contracts with white planters or otherwise face criminal fines, imprisonment, and forced labor for "vagrancy." They also restricted black labor mobility by confiscating wages of black workers who left their employer "without good cause," and by criminalizing attempts by white employers to "entice" a black worker away from another plantation. Some states further targeted emancipated children by granting their former owners the right to effectively reenslave them through long-term

[1] See Du Bois (1935, p.1), Foner (2011)

[2] The familiar historical answers—family sharecropping, debt servitude, convict leasing, and other such structured labor institutions—did not suddenly appear after emancipation but rather emerged only slowly over time (Novak, 1978; Blackmon, 2009).

[3] Less commonly, some also pursued freehold farming. See, for example, the remarks of Rev. Garrison Frazier to General Sherman (Greeley, 1865), which inspired the short-lived "40 acres and a mule" policy.

[4] Eric Foner has called it "the crucial problem" and "the key to Reconstruction." Foner (1980, p.98) (citing Du Bois (1935)).

"apprenticeships," with criminal penalties for children who refused or attempted to escape.[5]

For approximately three years (1865-68), the federal government adopted policies that similarly pushed black workers into long-term labor agreements with planters. These policies were effected through a short-lived agency called the Freedmen's Bureau, which was established in March 1865 as a temporary division of the War Department and tasked with managing "all subjects relating to refugees and freedmen from rebel states."[6] In addition to myriad other activities, Bureau agents oversaw the formation and enforcement of hundreds of thousands of agricultural labor contracts between white planters and black laborers in the South.

Historical accounts of the impact of the Freedmen's Bureau are mixed. Early accounts of Reconstruction depict Bureau officers as vindictive agents of the conquering North, nullifying Black Codes and generally determined to elevate blacks and humiliate whites (Dunning, 1907; Wilson, 1965). Later revisionists, exposing the "Lost Cause" racism of the early accounts, draw the opposite conclusion. These accounts portray Bureau officers as essentially agents of southern planters whose sole objective was to return freedpeople to the plantation (McFeely, 1994), with little or no regard for their welfare. Still others offer intermediate accounts of a well-intentioned but under-resourced Bureau assigned an impossible task and not given enough time to complete it (Du Bois, 1903; Cox and Cox, 1953). Indeed, even at its peak, the Bureau had less than 900 officials, and a single field agent might be responsible for the welfare of 30,000 freedpeople.[7]

The Bureau's official labor polices were similarly mixed. For example, early efforts to establish a minimum wage were rejected by the Commissioner, General Oliver Howard. Yet Howard also ordered that all labor contracts must either provide (a) rations, shelter and medical care or (b) wages sufficiently high to acquire the same; he further recommended (though did not require) that labor contracts grant the worker a lien on the crop to secure payment of wages. In another mixed message, Howard countermanded state vagrancy laws on account of their egregious racial animus, yet at the same time supported the underlying anti-vagrancy policy.[8]

Perhaps the only point of agreement in the literature is that the Bureau's policies, such as they were, were almost entirely left to the discretion of the local Bureau agent. Agents

[5]For details and specific statutes, see appendix section A.

[6]See "An Act to establish a Bureau for the Relief of Freedmen and Refugees." March 3, 1865.

[7]Litwack (1979, 383).

[8]Speaking to a group of freedmen in Texas, Howard said that "A vagrant law is right in principle. If [bureau agents] find any of you without business and means of living, they will do right if they treat you as bad persons and take away your misused liberty." Litwack (1979, p.379)

exercised this discretion in myriad ways. Some agents had no sympathy for the condition of freedpeople and would view any who brought complaints against their employers as "troublemakers" in need of discipline.[9] Other agents viewed their posting as a sinecure, the objective of which was to do as little as possible.[10] And yet still other agents, in both words and actions, seemingly exhibited a genuine concern for the welfare of freedpeople, particularly women and children (Fields, 1987; Farmer-Kaiser, 2010).[11] The impact of the Bureau thus, according to one contemporary account, "depended upon the agent's personality. If he were discrete and self-respecting, its influence was wholesome; if he were the reverse, it was a curse."[12]

In this article, we evaluate the impact of the Freedmen's Bureau by estimating the individual and collective impacts of Bureau agents on black wages and working conditions. To do this, we analyze archival images of labor contracts recorded by the Bureau to construct a database of approximately 8,000 labor contracts covering over 60,000 persons, mostly in Mississippi and Western Tennessee. Crucially, Bureau records include labor contracts that were negotiated both with and without a Bureau agent present. To evaluate the impact of the Bureau, we compare contracts formed with a local Bureau agent present to contracts formed without the direct involvement of a local Bureau agent. Contracts formed with an agent present were based on fill-in-the-blank printed forms with standard terms that agents routinely altered through handwritten additions and removals (figure 1a). Contracts formed without an agent were typically bespoke agreements designed and handwritten by plantation owners and mailed to the nearest Bureau office for recording-keeping (figure 1b).

After controlling for time, location, and worker characteristics, we find that the Bureau had a negligible impact on black workers' remuneration, but a large and positive impact on working conditions. Such conditions included, for example, the right to comfortable quarters, medical care, fixed working hours, and certain wage protections. We also find, however, very large differences across Bureau agents, typically large enough to offset any average effect

[9] Litwack (1979, 384).

[10] One Bureau agent described the ideal agent as "a man of quick common sense, with a special faculty for deciding what not to do. His duties and powers were to a great extent vague, and in general he might be said to do best when he did least." Litwack (1979, 383-4)

[11] Official Bureau policy did not distinguish between men and women. Bureau agents, however, applied substantially different policies to freedwomen and children—differences that were sometimes to their benefit and sometimes to their detriment (Farmer-Kaiser, 2010).

[12] Farmer-Kaiser (2010, p. 185) (quoting a southern white woman who had interacted with bureau officers). Given the broad authority granted to local agents, the open-ended and vague nature of their orders, and the substantial variation among agents' own understanding of their role, Farmer-Kaiser (2010) concludes that, rather than the bureau Commissioner, "it [was] the local agent of the Freedmen's Bureau who forged federal public policy."

and often leading to both positive and negative (net) agent-specific impacts on workers. We conclude that the Bureau improved working conditions; we also conclude that, consistent with historical accounts, the impact of the Bureau was principally driven by the personality of individual agents, rather than by Bureau policy per se.

The rest of this paper is organized as follows. Section 2 gives historical background on the Freedmen's Bureau. Section 3 explains the data collection process. Section 4 presents summary statistics. Section 5 presents the main results on the impact of the Bureau. Section 6 presents differences in the Bureau's impact across agents. The main analyses in sections 5 and 6 study the impact of the Bureau on prime-age men. Section 7 explores the impact of the Bureau on women and children. Section 8 concludes.

2 Background

The task of redefining the status of black labor in the South was the "the key to Reconstruction" and the "crucial problem" facing the nation.[13] To address these and other Reconstruction-era issues, Congress established the Freedmen's Bureau in March 1865 as a temporary division of the War Department. The original bill authorized the Bureau to operate for one year, during which time it was granted the vast and open-ended authority to "supervis[e] and manage[] all abandoned lands, and ... control ... all subjects relating to refugees and freedmen from rebel states." The President appointed General Oliver O. Howard as Commissioner to head to the Bureau. Under him served nine Assistant Commissioners presiding over the southern "districts," with one or two states assigned to each district. The Assistant Commissioners in turn created sub-districts and appointed superintendents and agents to carry out Bureau policy.

The Bureau operated as a quasi-government, exercising executive, legislative, and judicial powers.[14] Most of the Bureau's efforts and resources went toward supervising lands confiscated and abandoned during the war, distributing rations, establishing schools, and—most relevant for this project—supervising the formation and enforcement of long-term labor contracts. Almost all such contracts were seasonal or year-long agricultural labor agreements between freedpeople and white plantation owners. Bureau agents also established tribunals (to hear claims of freedpeople against whites), kept marriage records, and generally carried

[13]Foner (1980, p.98) (citing Du Bois (1935)). See also Novak (1978) and Blackmon (2009) for surveys of the labor institutions that, over the years, would eventually emerge in the South, such as sharecropping, debt servitude, and convict leasing.

[14]See, for example, the seminal treatment of Du Bois (1901).

out orders and regulations issued by the Commissioner and the Assistant Commissioners.

Predictably, the Bureau faced strong resistance throughout the South and by officials at all levels of government, including the President. In 1866, Congress passed a bill to reauthorize the Bureau's mission for an additional two years. In his veto message, President Andrew Johnson characterized the Bureau as an unconstitutional usurpation of state power, as well as unnecessary, even detrimental, to the welfare of freedpeople.[15] Congress passed a weaker version of the bill over the President's second veto.

Despite the political opposition, many southern white planters welcomed the presence of the Freedmen's Bureau. Indeed, Litwack (1979) concludes that the Bureau was a boon to local planters, who often rightly believed that Bureau agents would effectively compel freedpeople into long-term contracts, and further that Bureau agents would, by persuasion or force, reliably prevent workers from leaving the plantation before the end of their contract terms. Planters registered their labor contracts with the local Bureau office to ensure this enforcement. To be sure, the contract may occasionally be enforced against the planter,[16] but the worst case scenario was a fine. Workers, on the other hand, were potentially subject to arrest and forced labor.[17]

Evidence documenting the extent to which the Bureau enforced these labor contracts is, to the best of our knowledge, anecdotal. Bureau agents sometimes formed ad hoc tribunals to adjudicate labor contract disputes, and some would even set aside local judgments in cases of gross injustice. Yet many agents would instead direct disputes to local courts, if not ignore them entirely. Commissioner Howard encouraged agents to direct disputes to local courts so long as the court admitted black testimony against whites (Nieman, 1978).[18] For this reason, states quickly passed laws that provided for the admissibility of black testimony in civil proceedings.

The Bureau operated from mid-1865 through the end of 1868, when Congress rescinded its funding. It was formally shut down in 1872.

[15]U.S. President Andrew Johnson (February 19, 1866) Veto message from the President of the United States, returning the bureau bill, with his objections, to the Senate. Retrieved from https://www.presidency.ucsb.edu/documents/veto-message-437.

[16]See Farmer-Kaiser (2010) for examples.

[17]See Harrison (2007) ("Bureau officers cooperat[ed] with employers to force freedpeople back onto the land ... to form part of a 'repressive apparatus' designed to discipline black workers ... returning absentees by force, and enforcing quite stringent vagrancy laws against those who refused to sign annual contracts.").

[18]See circular issued by Commissioner Howard on May 30, 1865.

3 Data

We analyzed archival images of Freedmen's Bureau records to construct a database of labor contracts. There were several steps:

1. **Transcription of images.** Under the direction of the Smithsonian Institution, volunteers transcribed hundreds of thousands of images of historical records from the National Archives, including records from the Freedmen's Bureau.

2. **Identifying images of contracts.** Labor contracts are only a fraction of Freedmen's Bureau's records. We used the record titles and record summaries (essentially, tables of contents compiled by archivists) to determine which collections contained a labor contract. We downloaded all images from any collection that may include any labor contracts. We focused on three states that had the most comprehensive coverage: Mississippi, Tennessee, and North Carolina.

3. **Delineating contracts.** Contracts span multiple images. We sorted through the images to identify by hand the beginning and end of each contract. The images were typically (though not always) sequenced such that contracts spanning multiple images were adjacent to each other. Thus, in practice, this mostly came down to determining when one contract ended and the next contract began.

4. **Classifying contracts as standard form contracts or non-standard bespoke contracts.** We classified each contract as either a standard form contract (a "treated" contract) or a non-standard bespoke contract (a "control" contract). About half of all contracts were printed, fill-in-the-blank-style standard forms. The other half were handwritten.

   The printed contracts are all standard form contracts. We sorted these printed contracts into different standard form types. See appendix section B.5.

   Handwritten contracts are *mostly* bespoke agreements designed by planters; however, we determined that some handwritten contracts were in fact standard forms. This is because some handwritten contracts were verbatim or near-verbatim transcriptions of standard forms. Based on the context and consistent handwriting across samples, we concluded that these contracts were standard form contracts formed in a local Bureau office and in the presence of a Bureau agent. We developed a protocol to determine whether any given handwritten contract was actually a handwritten federal

standard form. Using this protocol, we classified about 6% percent of all contracts as handwritten standard forms. See appendix section B.4.

5. **Identifying features of contracts and workers.** We used a combination of machine-coding and hand-checking to determine several features of each contract. These include the date on which a contract was formed, the county in which the plantation is located, the identity of the Bureau agent who approved the contract, whether the contract included certain standard terms, the age, sex, and name of each worker and their dependents, and the type and amount of remuneration (if any) for each worker.

   In many cases, the approving agent was manually identified by analyzing the signatures at the end of the contract. In the case of a standard form contract, the agent would have been physically present while the contract was formed. In the case of a non-standard form contract, the agent would not have been physically present but instead would have only affixed a signature of approval in the margin of the contract after receiving it by mail. Virtually all non-standard contracts in our sample were marked "approved."[19]

   The "standard terms" include any substantive provision found in at least one standard form contract. To this set we also include one provision not found in any standard form (a requirement that workers ask for permission to leave the plantation). We include this provision in the "standard terms" because it is the only working condition that was not in any standard form contract yet relatively common in non-standard contracts. All together, we track the prevalence of 15 standard terms: 11 worker entitlements (such as a right to rations and medical care) and 4 employer entitlements (such as a right to penalize workers absences and control workers' social behavior). See section B.1 for a detailed description of each standard term.

6. **Determining whether a standard term was removed or added.** For each printed standard form contract, we identified (a) the original printed standard terms, (b) which (if any) standard terms were added and (c) which (if any) standard terms were removed. Agents added terms in blank spaces and in the margins by hand; they removed terms typically by crossing them out (again, by hand). Some crossed-out text is obscured (and thus unreadable); in such cases, we identify the original printed text

[19] We found only a handful of instances in which the contract was marked "not approved." These contracts were excluded from the analysis.

by comparing the contract to another contract that used the same form type. See appendix section B.2.

7. **Inferring age and sex of each person.** The contracts report the exact age of about two-thirds of all persons. If a person's exact age is not reported, we use context clues to determine whether that person is a "child" or an "adult."

   The main regressions include only prime age men. If exact age is unknown, we presume an adult is prime-age. To determine whether a person is male or female, we first use context clues such as references to "him" or "her". If the contract does not clearly identify the sex of a person, we use standard algorithms to predict sex given the person's first name.

8. **Inferring the allocation of wages when wages are paid to a group.** Wages are sometimes paid to groups rather than individuals. For example, a group of 2 men, 1 woman, and 5 children might be collectively paid a fixed amount each month. In such cases, we use workers with individually-assigned wages to estimate (implied) wage shares to infer the allocation of wages within the group. See section B.3.

4 Summary Statistics

4.1 Sample

The sample covers at least 60,462 black workers and their dependents (table 1). This figure is the total number of persons who are expressly referenced in the contracts (excluding the plantation owner). It is a lower bound on the true total number of black workers and dependents because contracts were sometimes signed only by a head of household, with no reference to the size or composition of the rest of the household (if any). The contracts cover 19,112 prime-age male workers. Given the practice of male adult heads of households signing on behalf of all household members, this figure is likely close to the true number of prime-age males covered by the contracts.

About half the contracts are were formed in the presence of a Bureau agent using a Bureau-designed standard form. We refer to these contracts as the "treated" contracts. The other half of the sample form the control group because they were not formed in the presence of a Bureau agent and did not use a Bureau-designed form.

4.2 Worker remuneration

Among the most essential economic distinctions between slave and free labor is that free laborers are paid. The two most common forms of remuneration were a fixed wage and a share of the crop; a relatively small share of workers were also remunerated with a fixed amount of crop. By design, a share or fixed amount of the crop would have been paid at the end of the season; however, part or even all of a worker's wages were also routinely paid at the end of the season.[20]

Whatever its form, a worker's remuneration would have been individually bargained for, even for workers using Bureau-designed standard form contracts. This is because no standard form included a fixed remuneration schedule of any kind. Instead, the forms only included a blank space where a worker's remuneration (if any) could be recorded by handwritten addition.

About 82% of contracts include some kind of remuneration for at least one prime-age male worker (table 1). Treated contracts are slightly less like likely to include remuneration (81% versus 84%). Among workers receiving any remuneration, nearly all received only one type. Only 0.15% (21 out of 14,214) received a mix of wage and crop share as remuneration.

Treated workers were more likely to include fixed wages, while control workers were more likely to receive a share of the crop. The average monthly wage for prime-age men was \$6.15 for treated contracts versus \$3.56 for control. The average crop share was 0.06 for treated and 0.17 for control. These figures include instances when wage or crop share is zero. For reference, conditional on receiving any wage, the 10th, 50th, and 90th percentiles were \$5.35, \$12.5, and \$18. Conditional on receiving any crop share, the 10th, 50th, and 90th percentiles were 0.1, 0.25, and 0.5.

To compare different forms of remuneration, we construct a simple measure of total compensation. The measure is defined as the sum of the worker's wage and the wage equivalent of the crop share. A worker who receives an nth percentile share of the crop would be assigned a wage equivalent of the nth percentile level of wages, where percentiles are constructed by excluding all zeros. For example, using the figures given above, a crop share of 0.1 would be assigned a wage equivalent of \$5.35.[21]

The average total compensation of a prime-age male worker is \$10.26 per month. Treated

[20] Unfortunately, the contracts do not consistently document when the wage is to be paid.

[21] Unfortunately, we do not have a straightforward method for incorporating workers who are paid a fixed amount of crop into this measure. In the main regressions below that estimate the impact of the Bureau on total compensation, we will simply omit 9% of workers who are compensated with a fixed amount of crop.

workers are paid on average $1.88 less than control workers. Although treated workers earn higher wages (and higher wages conditional on earning any wage), this is more than offset by the average lower crop share.

4.3 Working conditions

Working conditions were generally more favorable under Bureau-intermediated contracts (table 1). To summarize the overall trends, we produce two rudimentary measures of the extent to which a contract contains "pro-worker" versus "pro-employer" entitlements. The pro-worker index is the fraction of worker entitlements contained in the contract (# worker entitlements / 11), while the pro-employer index is the fraction of employer entitlements that the contract contains (# employer entitlements / 4). By this measure, treated contracts contained 30% more worker entitlements compared to only 3% more employer entitlements.

The most common worker entitlements were the right to rations and quarters. Bureau contracts were much more likely to include these: 95% and 98% of Bureau contracts included rations and quarters, respectively, compared to only 72% and 42% for non-Bureau contracts. Bureau contracts were also much more likely to include any kind of "wage protection." This typically took the form of either a right to be paid before the final disposition of the crop or a lien on the crop to satisfy the wage. Bureau contracts were also around 30 percentage points (pp) more likely to include fuel (wood for burning), limitations on working hours, a right to be treated "kindly" or "humanely," and a right to medicines and medical care in cases of sickness. The most substantial component of the latter, in terms of cost, would be for the employer to pay any doctor's bill.

The most common employer entitlements were the right to punish worker absences and a right to control a worker's social behavior. The first is the main exception to the general tendency of Bureau contracts to include better working conditions, as 51% of Bureau contracts included a right to punish worker absences compared to only 30% of non-Bureau contracts. However, this is not a true apples-to-apples comparison because the right to punish provision systematically differed between Bureau and non-Bureau contracts: In non-Bureau contracts, the provision generally entitled the employer to penalize the worker. By contrast, in Bureau contracts, it provided that only the local Bureau officer (not the employer) may penalize the worker. Thus, while Bureau contracts were more likely to include a provision penalizing absences, the Bureau's version of that provision is arguably more favorable to workers.

The second-most common employer entitlement, the right to control a worker's social behavior, is a catch-all we use to describe any provision that entitles the employer to a

gratuitous level of worker "obedience." As with the right to punish provision, these provisions were generally more extreme in non-Bureau contracts. Whereas a Bureau contract might include language requiring a worker to be "in every respect, a dutiful and faithful servant," the analogous provision in non-Bureau contracts might obligate the worker "to obey all commands without dispute or impudence" or "to abstain from using insulting or indecent language." In the most extreme cases, a non-Bureau contract might include a obligation for the worker to generally conduct himself "as he did when he was my slave."

Perhaps the provision that most overtly attempted to reestablish conditions of bondage was the requirement that the worker ask permission before leaving the plantation. About 8% of non-Bureau contracts included such a provision. No Bureau standard form contract originally included such a provision, though a few Bureau contracts (less than half of one percent) added them in by hand.

4.4 Time and location

Time. Nearly all contracts in our sample were formed during the summer of 1865 and the turn of the year from 1865 to 1866 (figure 3). The bulk of Mississippi contracts were formed in the summer of 1865, while the bulk of Tennessee contracts were formed at the turn of the year. This is consistent with the Bureau's activities, which commenced in mid-1865 and were mostly concluded by 1868. It is also consistent with the common practice of forming contracts at the end or very beginning of a calendar year. The term of these contracts was typically for a full calendar year.

Location. Most contracts in our sample (86%) cover workers in Mississippi and Tennessee (table 1 and figure 2). The variation in standard forms is also mostly at the county and state level (figure 2). Most variation in the standard form content is at the level of the Bureau district (i.e., the state); there is also some variation in the content at the sub-district level (which mostly corresponds to the county level).

A large Bureau office in Memphis, Tennessee produced a substantial portion of the standard form contracts (by our estimates, about 15%).[22] Many of these contracts paired recent black migrants with plantation owners who had come from nearby counties along the Ten-

[22]This is an estimate because, as explained below, contracts could be formed in that office but involve workers in plantations in different counties; contracts only systematically reported the county in which the plantation was located. To determine the percent of standard form contracts formed in the Memphis office, we use the modal county to infer the location of each Bureau agent. Thus, 15% of standard form contracts were approved by Bureau agents whose modal plantation county was Shelby County, Tennessee (the county that includes Memphis).

nessee/Mississippi border or along the Mississippi River. The counties that produced the second- and third-most standard forms were Oktibbeha County (in eastern Mississippi) and Hinds County (in western Mississippi).

5 The Impact of the Freedmen's Bureau on Wages and Working Conditions

To investigate the collective impact of the Freedmen's Bureau agents on wages and working conditions, we regress each contractual outcome (from table 1) on a set of controls for time and location. The main specification is:

$$y_{icjt} = \mu_j + \delta_t + \pi d_c + u_{ic}, \tag{1}$$

where y_{icjt} is an outcome for worker i in contract c who works in county j and formed a contract in year-month t, μ_j is an county fixed effect, δ_t is a month-year fixed effect, and d_i is an indicator equal to one if contract c is treated (i.e., formed in the presence of a Bureau agent using a Bureau-designed standard form). All specifications include only prime-age men. Standard errors are clustered at the contract level. We interpret π as the impact of the Freedmen's Bureau.

In some specifications, we also include fixed effects for the Bureau agent approving the contract. There are several ways of interpreting results that include these controls. Recall that agents approved both treated and control contracts. Thus, one way to interpret agent fixed effects is as controls for the office at which the contract was approved; similarly, it may also be thought of as a control for the office that would (theoretically) have jurisdiction over a dispute arising under the contract. Since a typical Bureau agent approved contracts in 2 or 3 neighboring counties over a period of 2 or 3 months, these additional controls can be also be thought of as a coarsened version of county $\times$ month-year interactions.

5.1 Impact on Worker Remuneration

The Freedmen's Bureau seems to have had no substantial impact on the likelihood that a worker is remunerated or on a worker's total compensation (table 2). Each entry in table 2 is an estimate of the impact of the Freedmen's Bureau on a given outcome (rows) and under a given specification (columns). With full controls, workers laboring under Bureau contracts

were just as likely to be remunerated as workers laboring under non-Bureau contracts. The Bureau's average impact on total compensation is negative but not statistically significant (-$0.25, s.e. 0.23).[23]

However, the Bureau seems to have affected the type of remuneration. Workers laboring under Bureau contracts were more 24 percentage points (pp) more likely to receive wages and 26pp less likely to receive a share of the crop. Average wages were $3.38 higher, while the wage equivalent of crop share was $3.82 lower.

5.2 Impact on Working Conditions

By almost any measure—and in contrast to the results on remuneration—the Freedmen's Bureau seems have had a large and positive impact on working conditions. With full controls, Bureau contracts contain 23% more worker entitlements and 4% fewer employer entitlements. The biggest impact was on wage protection, as Bureau contracts were 59 pp more likely to include such a provision. Bureau contracts were also more likely to give workers an express right to take disputes to the Bureau (38pp), as well as rights to quarters, limitations on working hours, and humane treatment (37, 30, and 25pp, respectively).

Bureau contracts generally included fewer employer entitlements. The one exception is that Bureau contracts were 13 pp more likely to include a provision penalizing worker absences. As explained above, however, there is a caveat to this result: the version of this provision in Bureau contracts was arguably more worker favorable, as Bureau contracts provided that only the a Bureau officer would administer a penalty, while non-Bureau contracts generally provided that the employer would unilaterally administer a penalty.

6 The Heterogeneous Impact of Freedmen's Bureau Agents

The results above suggest that the Bureau had a negligible impact on workers' remuneration yet a large and positive impact on working conditions. In this section, we investigate the heterogeneity of these impacts across Bureau agents. As above, we restrict the analysis to prime-age men.

[23]Note again that the estimates on total compensation do not include the 9% of workers who received a fixed amount of crop.

6.1 Two approaches to measuring agent-specific impacts

We present two approaches to characterizing the heterogeneous impacts of Bureau agents. The first approach is to estimate agent-specific effects on standard forms only. This approach compares differences in worker outcomes across agents using only the sample of treated contracts. For example, to estimate "Agent Smith's" impact on wages, we use only treated contracts to estimate:

$$y_{icjt} = \mu_j + \delta_t + \gamma g_i + u_{ic}, \tag{2}$$

where y is wage, μ_j and δ_t are county and month-year fixed effects, and g_i is an indicator that the contract was approved by Agent Smith.

The parameter γ captures the Agent Smith wage effect on standard forms. With full controls, it captures the difference between workers in a given county and month-year laboring under contracts intermediated by Agent Smith versus workers in the same county and month-year laboring under contracts intermediated by all other agents. If γ is greater than zero, then Agent Smith's involvement leads to higher average wages. Given n agents and m worker outcomes, this approach characterizes the heterogeneity of agents' impact by producing $n \times m$ estimates of γ, one for each agent and worker outcome.

The second approach is to use all contracts (both treated and control) to estimate agent-specific treatment effects. For example, to estimate the Agent Smith wage effect under this approach, we use all contracts to estimate:

$$y_{icjt} = \mu_j + \delta_t + \beta x_i' + \pi d_c + \gamma g_i + \kappa(d_c \times g_i) + u_{ic}, \tag{3}$$

where y is wage, μ_j and δ_t are county and month-year fixed effects, d_c is an indicator that contract c is treated, and g_i is again an indicator that the contract was approved by Agent Smith.

The parameter κ captures the additional impact of Agent Smith. To interpret this, recall that in our setting, the average treatment effect (π) is the difference in worker outcomes that obtains when the labor contract is formed in the presence of a Bureau agent. Thus, with full controls, κ captures the extent to which Agent Smith's treatment effect deviates from the average treatment effect. If κ is greater than zero, then Agent Smith's additional impact is positive and treated workers are better off under Agent Smith (compared to other agents). If κ is less than zero, then the additional impact is negative and treated workers are worse off. In principle, Agent Smith's impact could be large enough to offset the average impact

of the Bureau. In this case, even if the average Bureau effect is positive, a worker would be better off having no agent present than having Agent Smith present. Given n agents and m worker outcomes, this approach characterizes the heterogeneity of agent-specific impacts by producing $n \times m$ estimates of κ, one for each agent and worker outcome.

6.2 Agent-specific impacts on remuneration

Both approaches suggest that the impact of the Bureau on worker remuneration substantially differed by agent (figures 4 and 5). By the first approach, the difference in the monthly total compensation between the 10th and 90th percentile agent is over \$10. For reference, this is approximately equal to the population average total compensation. It is also roughly equal to the difference between the 25th and 75th population percentile of total compensation (\$4.68 and \$15.00). The difference in the likelihood of receiving any remuneration is about 60 percentage points, which is similarly large given that just over 80% of prime-age men receive some form of remuneration. Put another way, this result roughly corresponds to a 10th-percentile agent getting remuneration for just over half of workers, and a 90th-percentile agent getting remuneration for nearly all workers. The 90/10 differences for wage and crop share are similarly large, as are the analogous results under the second approach (figure 5).

Some differences between agents would naturally arise because of sampling variation. To get a sense of how likely this is, all panels report the total number of contracts approved by each agent. Both approaches use only agents who have at least 10 approved contracts.[24] Further, figure 6 graphs the distribution of a two-sided test, one for each estimate depicted in the other panels, that the agent-specific effect is equal to zero. Under the null of no agent-specific differences, the p-values would be distributed uniformly between zero and one.

The results of these tests suggest that the there is substantial and statistically significant differences in agent-specific effects. Under the first approach, agent-specific effects are statistically significantly different from zero (at 95% confidence) at a rate that is 6 times greater than would be expected given sampling variation alone (figure 6a). Under the second approach, the rate is 9 times greater (figure 6b).

Some agent-specific treatment effects are large enough to offset the average impact of the Bureau itself. To visualize this, figure 5 graphs as a reference line the negative of the

[24] Under the first approach, which uses only standard form contracts, we report results only for agents who approved at least 10 standard form contracts. For the second approach, which uses all contracts, we report results for agents who approved at least 10 contracts in total.

average treatment effect. If this line is below (above) zero, then agents with estimates below (above) the line have impacts that are large enough to offset the positive (negative) average Bureau effect. For example, in figure 5b, the impact of the Bureau on total compensation is about -$0.25 (from table 2). Thus, agents above +$0.25 have agent-specific effects large enough to offset the negative average effect of the Bureau on total compensation. Just over 40% of agents (18 of 44) have positive effects large enough to offset the negative average impact of the Bureau on wages; 11% of agents (4 of 44) are both large enough to offset and statistically significantly greater than +$0.25 at 95% confidence.

6.3 Agent-specific impacts on working conditions

Under the first approach (using only standard forms), we study agent-specific impacts by focusing on deviations from the standard terms. Agents had substantial discretion over whether and to what extent to alter the standard form. Agents altered the standard form by either removing a standard term (typically by crossing out the term) or by adding a standard term (via a handwritten addition in the margin).

Such alterations were commonplace (table 4). Nearly half of all standard form contracts (49%) were altered. Worker entitlements were generally more likely to be removed compared to employer entitlements. The most common change was to remove a worker's right to medical care. About one third of all medical care provisions were removed.[25]

More generally, alterations tended to work in the employer's favor. The net change (after removals and additions) is negative for nearly all worker entitlements and positive for all employer entitlements. Overall, 13% of contracts were altered in the worker's favor (either by adding a worker entitlement or removing an employer entitlement), while 43% of contracts were altered in employer's favor (either by adding an employer entitlement or removing a worker entitlement).

We estimate agent-specific effects by focusing on these last two summary measures of alterations to standard form contracts: (1) an indicator that the agent made any alteration in the worker's favor and (2) an indicator that the agent made any alteration in the employer's favor. In a given contract, an agent could in principle do one, both or neither.

The results suggest that the impact of the Bureau on working conditions substantially differed by agent (figure 7). The difference between the 10th and 90th percentile agent-specific effect is over 20 percentage points for pro-worker alterations and over 75 percentage

[25]This is the fraction of all contracts with a medical care term removed (30%) divided by the fraction of all contracts that originally contained a medical care term (89%).

points for pro-employer alterations. The latter is consistent with the coexistence of extreme types of agents: those who always alter in the employer's favor and those who never alter in the employer's favor. Further, the agent-specific effects are statistically significantly different from zero (at 95% confidence) at a rate that is 7 times greater than would be expected given sampling variation alone (figure 6c).

The results are similarly large under the second approach, in which we use all contracts to estimate agent-specific treatment effects. We focus on the two summary measures of working conditions: the pro-worker index and the pro-employer index. Recall that each is a simple measure, ranging from zero and one, of the share of all worker or employer entitlements in the contract. The 90/10 difference in the agent-specific treatment effect on the pro-worker index is 50 percentage points. The 90/10 difference for the pro-employer index is, astonishingly, 100 percentage points. Under the latter result, a 10th percentile agent always includes all pro-employer entitlements, while a 90th percentile agent always excludes all pro-employer entitlements.

7 The Impact of the Bureau on the Wages of Women and Children

To be completed.

8 Conclusion

This paper analyzed archival records to evaluate the impact of the Freedmen's Bureau on the wages and working conditions of freedpeople after the Civil War. We found that the Bureau's impact on workers' remuneration was negligible. However, its impact on working conditions was large and positive. We found sizeable differences across Bureau agents that were often large enough to offset any average effect, leading to both positive and negative (net) agent-specific impacts on workers. Consistent with historical accounts, we conclude that the impact of the Bureau was largely driven by the individual agents, rather than by Bureau policy.

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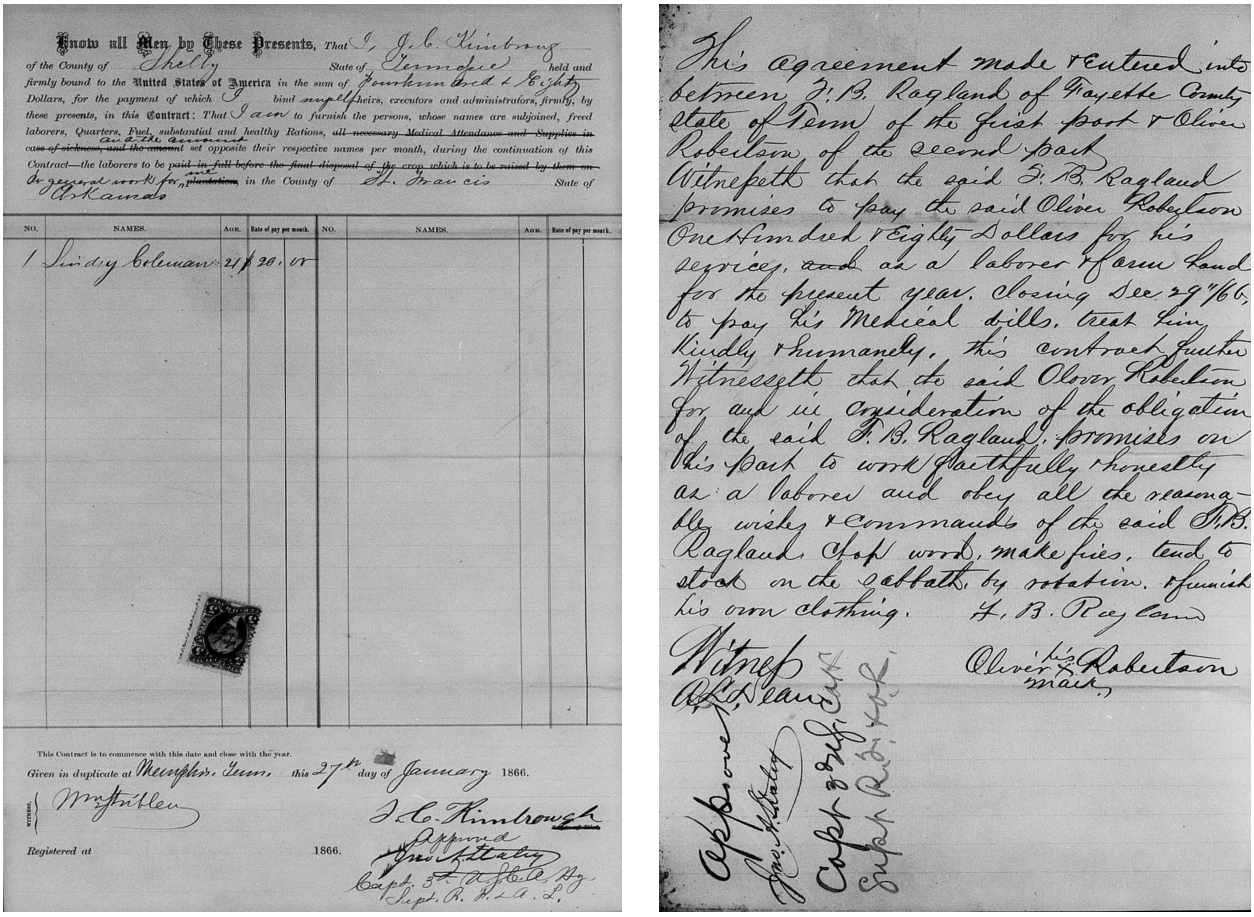
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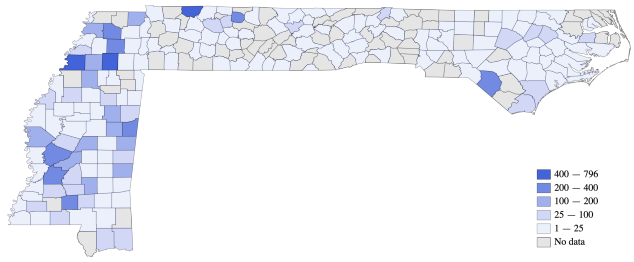


(a) Standard form contract

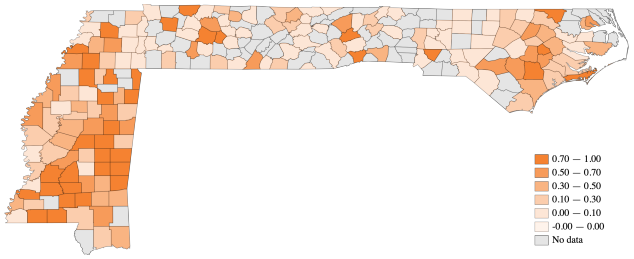
(b) Bespoke contract

Figure 1: Labor contracts between planters and black workers

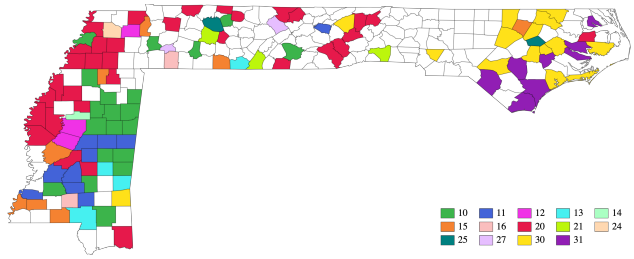
Notes. To estimate the impact of the Freedmen's Bureau on Black working conditions in the South, we compare the terms of bureau-designed labor contracts (panel a) with the terms of non-bureau-designed labor contracts (panel b). Panel (a): A standard form labor contract designed by the Freedmen's Bureau and formed in the presence of a federal agent. The contract is between a planter (J.C. Kimbroug) and worker (Lindsy Coleman) formed on January 27, 1866 in Memphis, Tennessee and approved by the local superintendent of the Freedmen's Bureau (John Statley). The two standard terms that are crossed out would have entitled the worker to "all necessary Medical Attendance and Supplies in case of sickness" and "to be paid in full before the final disposal of the crop." Panel (b): A bespoke labor contract designed by a plantation owner and formed without the presence of a federal agent. The contract is between a planter (F.B. Ragland) and worker (Oliver Robertson) formed on January 9, 1866 in Fayette County, Tennessee and most likely mailed to Freedmen's Bureau office in Memphis for recordkeeping and approval by the local superintendent (John Statley).



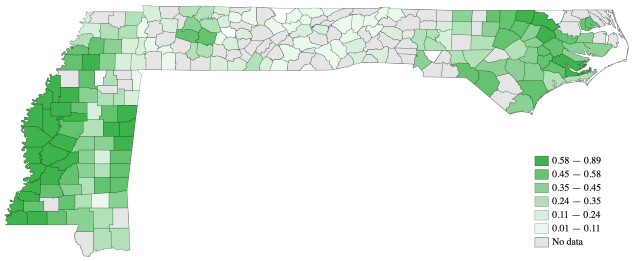
(a) Number of contracts



(b) Share of contracts formed with agent present



(c) Modal standard form



(d) Black population share

Figure 2: County-level statistics

Notes. Contract statistics (panels *a*, *b*, and *c*) are organized by the county in which the plantation is located. Modal standard form is the standard form labor contract designed by the Freedmen's Bureau that is most often observed in that county (panel *c*). The standard form numbers 10, 11, 12, etc. refer to form variations and are the authors' own categorization.

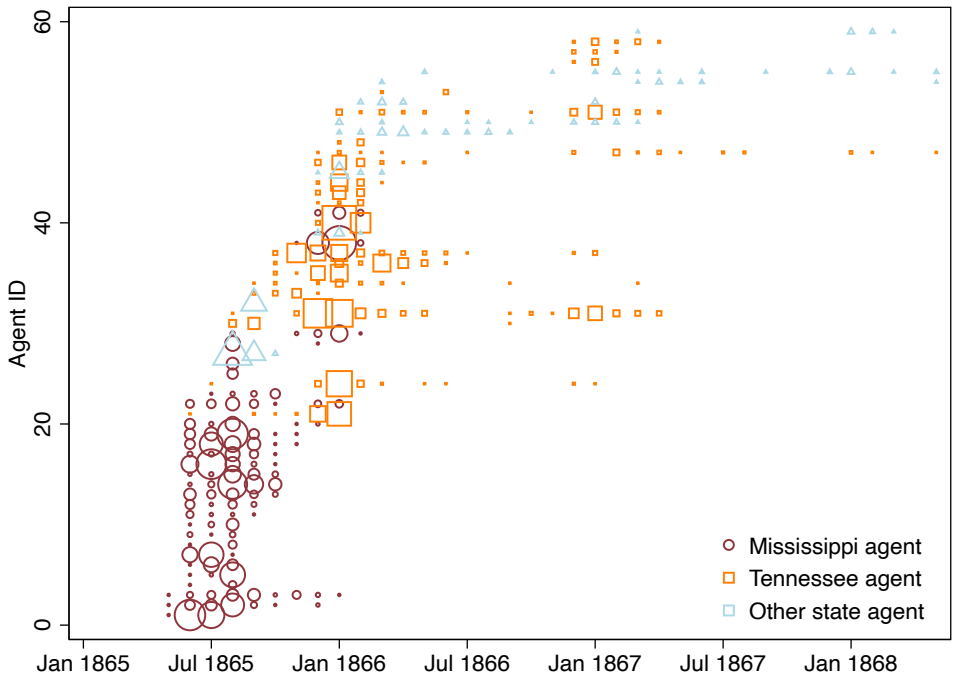
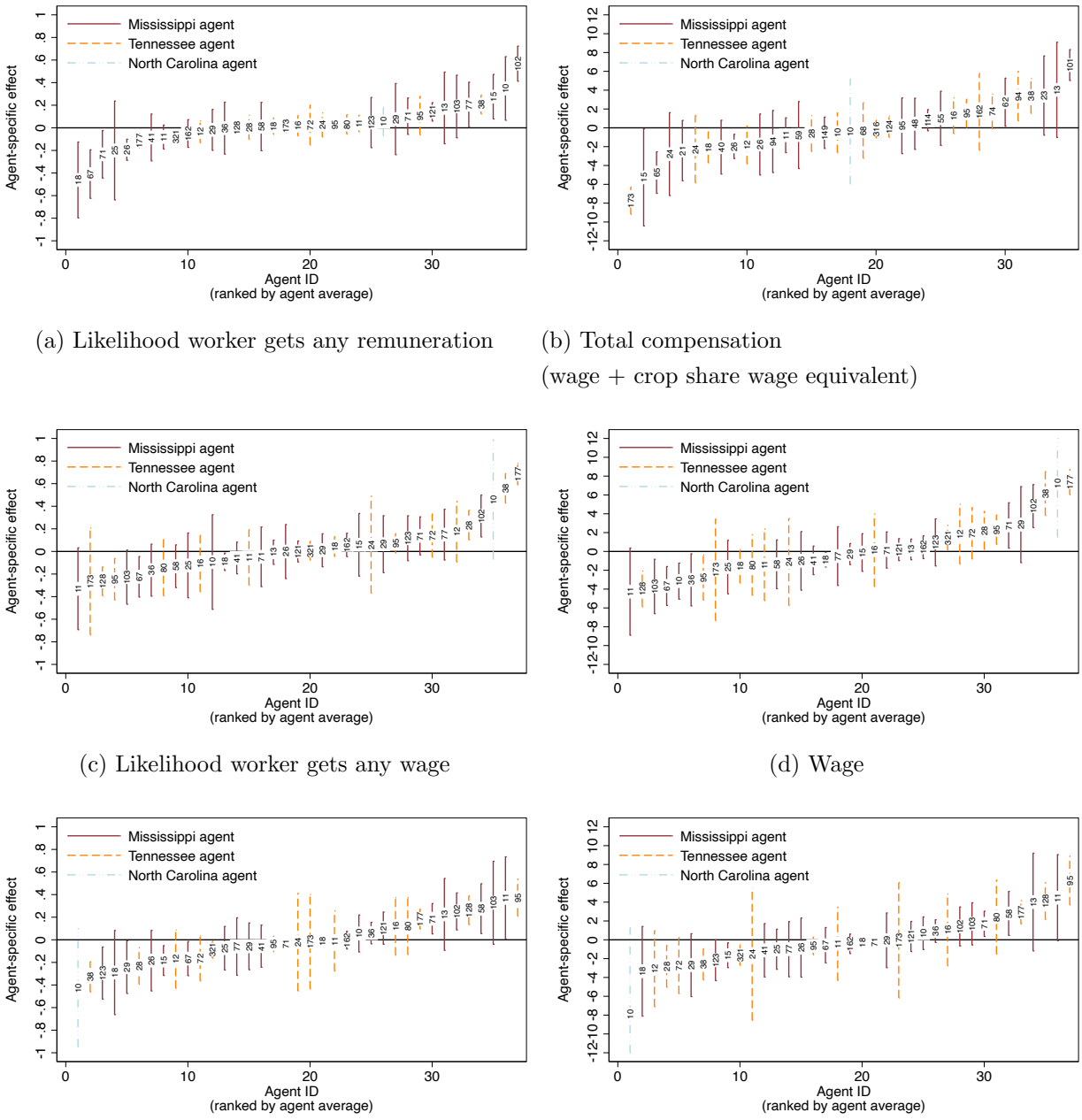


Figure 3: Number of contracts approved by each agent each month

Notes. This figure shows the number of labor contracts formed each month, separately by the federal agent who approved the contract. Most contracts were formed during the summer of 1865 and at the turn of 1865/66. Agents are sorted according to the month of their first contract. Circle size is proportional to the number of contracts. On average, an agent approves 15 contracts per month. The median is 2 per month. The most in a single month is 453 by a Memphis-based agent in January 1866. We identified 156 agents. The figure only shows agents who approved at least 5 contracts in total.



(a) Likelihood worker gets any remuneration

(b) Total compensation
(wage + crop share wage equivalent)

(c) Likelihood worker gets any wage

(d) Wage

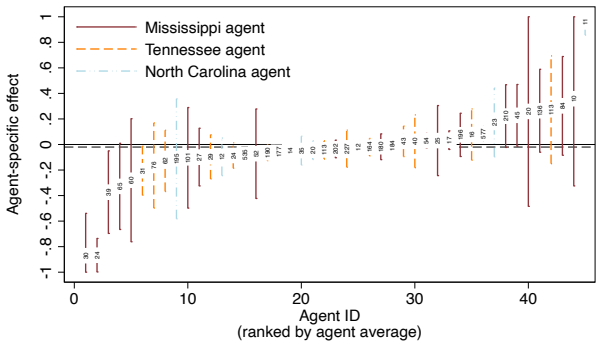
(e) Likelihood worker gets any crop share

(f) Crop share (wage equivalent)

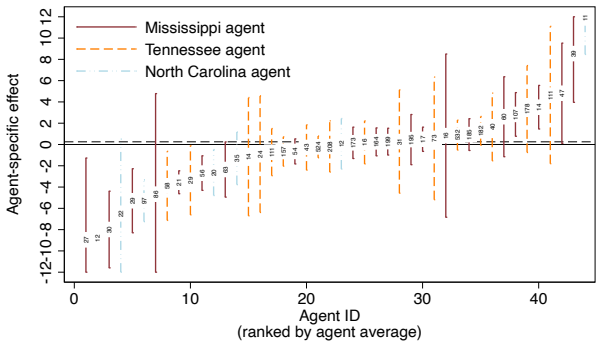
Figure 4: The heterogeneous impact of Freedmen's Bureau agents on the remuneration of black workers in the South (1865-67) (standard form contracts only)

Notes. This figure graphs the heterogeneity of the impact of Freedmen's Bureau agents on the existence, type, and level of remuneration of black workers in the South. Each panel graphs agent-specifics on the average outcome for the workers supervised by a given agent, after controlling for the county in which the

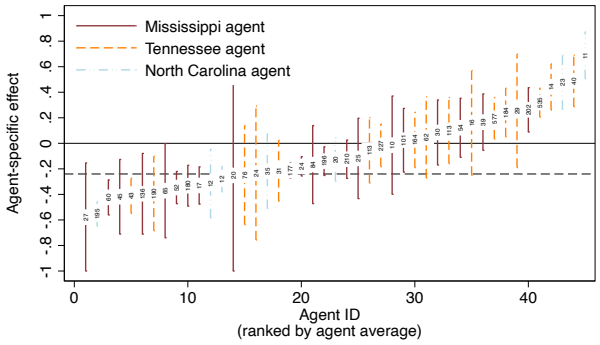
worker's plantation is located and the year and month in which the worker formed their labor contract. The regressions only use worker outcomes for prime-age men laboring under Bureau-designed standard form contracts. The panels also graph the 95% confidence interval of the average worker outcome for contracts supervised by each agent (truncated at the min/max y-axis labels for visual ease). They also report the number of contracts supervised by each agent. All panels include only agents who approved at least 10 standard form contracts.



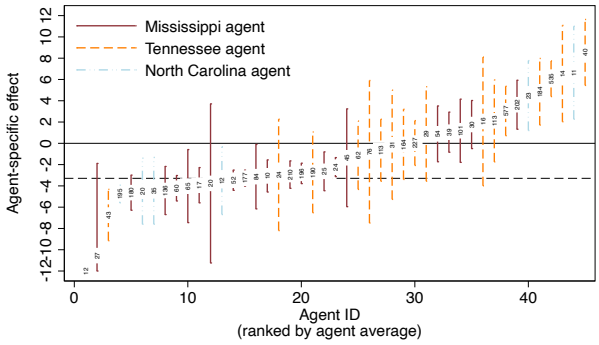
(a) Likelihood worker gets any remuneration



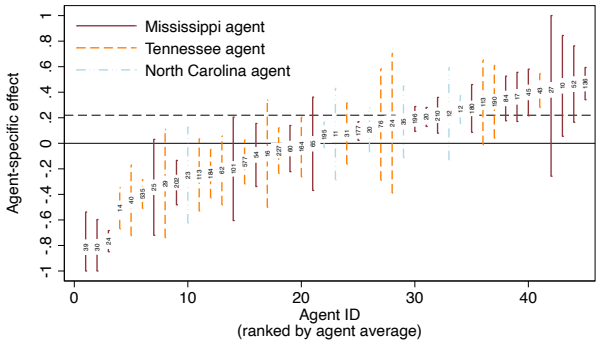
(b) Total compensation
(wage + crop share wage equivalent)



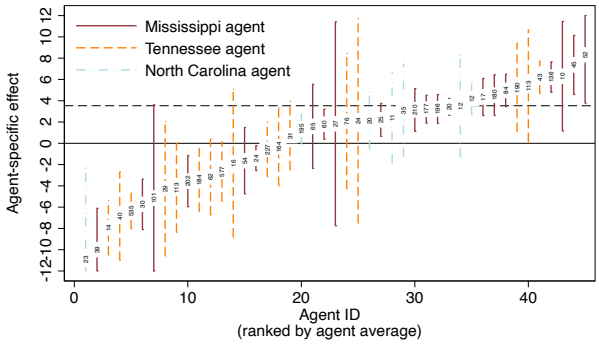
(c) Likelihood worker gets any wage



(d) Wage



(e) Likelihood worker gets any crop share

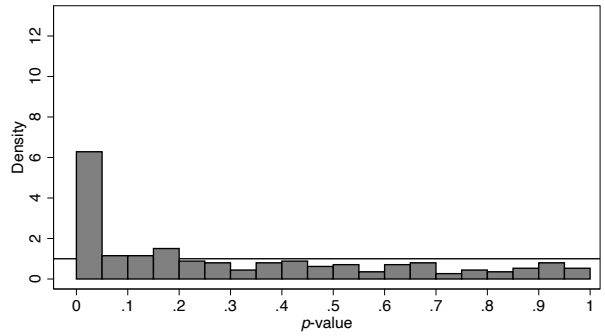


(f) Crop share (wage equivalent)

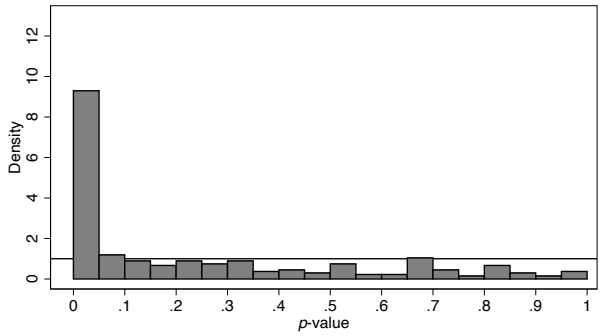
Figure 5: The heterogeneous impact of Freedmen's Bureau agents on the remuneration of black workers in the South (1865-67) (all contracts)

Notes. This figure graphs the heterogeneity of the impact of Freedmen's Bureau agents on the existence, type, and level of remuneration of black workers in the South. Each panel graphs agent-specifics treatment effects, where the treatment for a black worker is having one's contract intermediated by Bureau agent (by

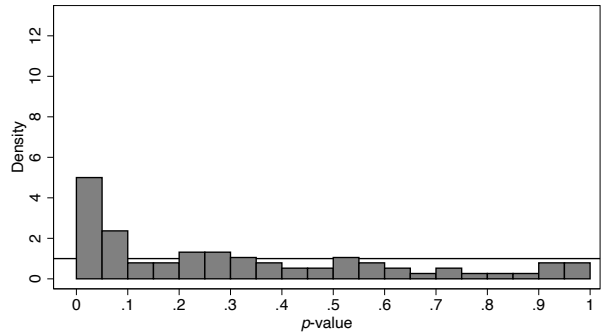
using a standard form contract), after controlling for the county in which the worker's plantation is located and the year and month in which the worker formed their labor contract. The regressions only use worker outcomes for prime-age men laboring under Bureau-designed standard form contracts. The panels also graph the 95% confidence interval of the average worker outcome for contracts supervised by each agent (truncated at the min/max y-axis labels for visual ease). They also report the number of contracts supervised by each agent. All panels include only agents who approved at least 10 total contracts.



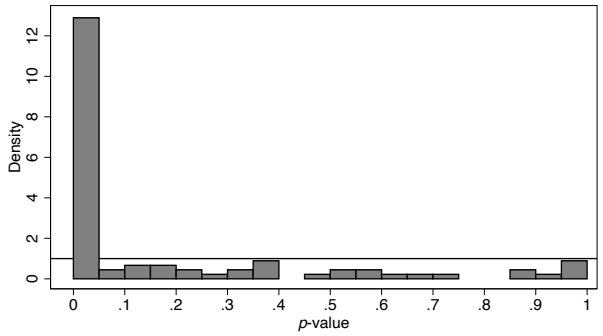
(a) Agent-specific effects on remuneration (treated contracts only)



(b) Agent-specific treatment effects on remuneration (all contracts)



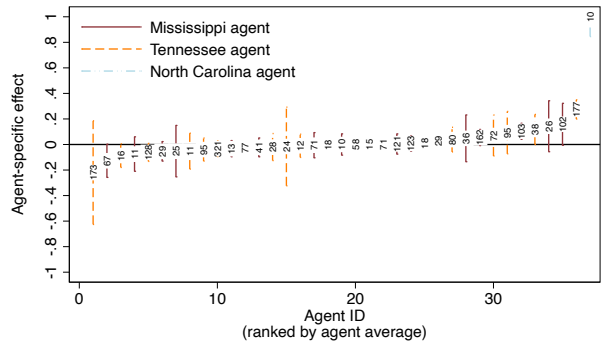
(c) Agent-specific effects on working conditions (treated contracts only)



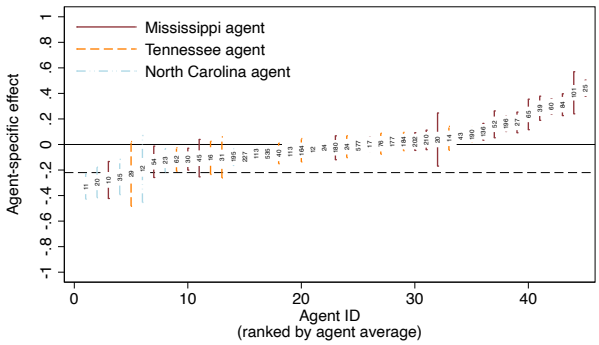
(d) Agent-specific treatment effects on working conditions (all contracts)

Figure 6: p-values from tests that an agent-specific effect is zero.

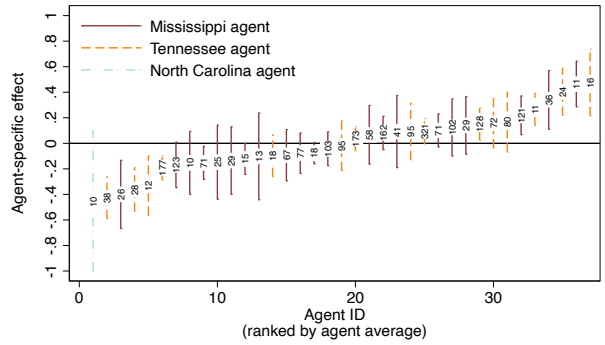
Notes. This figure summarizes the statistical significance of the estimates of agent-specific effects graphed in figures 4, 5, and 7. Given n agents and m outcomes, we conduct $n \times m$ tests; each one tests the hypothesis that a given agent's average worker outcome is equal to all other agents' (pooled) average worker outcomes. Panel a graphs the p-values corresponding to estimates in figure 4; panel b corresponds to figure 5, panel c corresponds to figure 7 panels a and c; panel d corresponds to figure 7 panels b and d. The reference line is the uniform distribution that would obtain if agents had identical impacts.



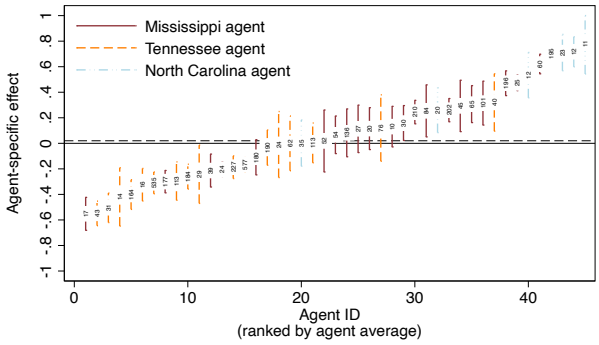
(a) Likelihood agent alters contract in worker's favor (standard form contracts only)



(b) Pro-worker index (all contracts)



(c) Likelihood agent alters contract in employer's favor (standard form contracts only)



(d) Pro-employer index (all contracts)

Figure 7: The heterogeneous impact of Freedmen's Bureau agents on working conditions of black workers in the South (1865-67)

Notes. This figure graphs the heterogeneity of the impact of Freedmen's Bureau agents on working conditions of black workers in the South. Panels *a* and *c* graph agent-specifics on the average likelihood that a given agent alters the standard terms in a worker's contract in a way that favors the worker (*a*) or the employer (*b*), after controlling for the county in which the worker's plantation is located and the year and month in which the worker formed their labor contract. These estimates only use worker outcomes for workers laboring under Bureau-designed standard form contracts. Panels *b* and *d* graph agent-specific treatment effects on the extent to which a worker's labor contract includes pro-worker provisions (*b*) and pro-employer provisions (*d*). These estimates use all contracts. All panels graph the 95% confidence interval of the average worker outcome for contracts supervised by each agent (truncated at the min/max *y*-axis labels for visual ease). They also report the number of contracts supervised by each agent. All panels include only agents who approved at least 10 total contracts.

Table 1: Wages and Working Conditions of Freedpeople in the South (1865-1867)

		Intermediated by the Freedmen's Bureau?		
	All	Yes	No	Diff
Worker's remuneration (prime-age men)				
Indicator for any remuneration	0.82	0.81	0.84	-0.03
Indicator for any cash wages	0.49	0.56	0.41	0.15
Indicator for any share of the crop	0.28	0.21	0.38	-0.17
Indicator for any fixed amount of crop	0.09	0.07	0.11	-0.03
Average monthly wage	4.98	6.15	3.56	2.59
Average share of the crop	0.11	0.06	0.17	-0.11
Average share of the crop (wage equivalent)	4.48	2.63	6.72	-4.10
Total compensation (wage + crop share wage equivalent)	10.26	9.42	11.31	-1.88
Indicator that worker is entitled to ...				
Rations	0.85	0.95	0.72	0.22
Quarters	0.73	0.98	0.42	0.56
Medical care	0.46	0.60	0.30	0.30
Clothing	0.43	0.48	0.37	0.10
Wage protection	0.38	0.67	0.02	0.65
Fuel (wood for burning)	0.37	0.51	0.19	0.31
Limited working hours	0.25	0.39	0.07	0.32
Take disputes to federal agent	0.23	0.39	0.02	0.36
Humane treatment	0.22	0.36	0.05	0.31
Limited weekend hours	0.16	0.20	0.10	0.11
Small private plot of land to cultivate	0.14	0.18	0.09	0.09
Indicator that employer is entitled to ...				
Punish worker absence[1]	0.42	0.51	0.30	0.21
Control worker socially	0.41	0.41	0.41	0.00
Confiscate wages for infractions	0.21	0.20	0.22	-0.02
Deny worker permission to leave plantation	0.04	0.00	0.08	-0.07
Summary measures of working conditions				
Pro-worker index	0.38	0.52	0.21	0.30
Pro-employer index	0.27	0.28	0.25	0.03
State in which plantation is located				
Tennessee	0.42	0.52	0.31	0.20
Mississippi	0.44	0.39	0.50	-0.11
North Carolina	0.09	0.04	0.15	-0.11
Other	0.05	0.05	0.04	0.02
Total number of persons (workers + dependents)[2]	60,462	38,075	22,387	15,688
Number of workers: prime-age male	19,112	10,875	8,237	2,638
Number of workers: other	23,651	14,717	8,934	5,783
Number of dependents	17,699	12,483	5,216	7,267
Number of contracts	7,969	4,437	3,532	905
Workers per contract	5.37	5.77	4.86	0.91

Notes. This table summarizes features of labor contracts between southern white planters and emancipated blacks during the first few years after the Civil War (1865-1867). The contracts were recorded by the Freedmen's Bureau and preserved in the National Archives. The unit of observation is the contract. "Indicator for any remuneration" is equal to 1 if any worker in the contract is remunerated. "Average monthly wage" is computed by first averaging wages at the contract level and then averaging across contracts. Contracts that are "intermediated by an agent of the Freedmen's Bureau" are based on a standard form developed by the Freedmen's Bureau and formed in the presence of a Bureau agent, typically in the local Bureau office. Contracts that are not intermediated by an agent of the Freedmen's Bureau are formed without the presence of an agent and did not use a standard form; these contracts were mailed to the local Bureau office for official recording and approval.

[1] Bureau and non-Bureau contracts differed in one important respect: In contracts that were not intermediated by a Bureau agent, this term typically provides that an employer may penalize the worker. However, in contracts intermediated by a Bureau agent, this standard term provides that only the local Bureau officer (not the employer) may penalize the worker.

[2] This is a lower bound on the total number workers and dependents because contracts were often signed only by a head of household, with no reference to the size or composition of the rest of the household.

Table 2: Impact of the Freedmen's Bureau on Remuneration of Black Workers (1865-67)

	(1)	(2)	(3)	(4)
Dependent variable is	*Estimate of the impact of the Freedmen's Bureau*			
Indicator for any remuneration	-0.02	-0.01	0.02	0.00
	(0.02)	(0.02)	(0.02)	(0.02)
Indicator for any cash wages	0.18	0.23	0.24	0.24
	(0.02)	(0.02)	(0.02)	(0.02)
Indicator for any share of the crop	-0.21	-0.23	-0.22	-0.26
	(0.02)	(0.02)	(0.02)	(0.02)
Average monthly wage	2.77	3.15	3.29	3.38
	(0.28)	(0.25)	(0.25)	(0.29)
Average share of the crop	-0.12	-0.11	-0.09	-0.10
	(0.01)	(0.01)	(0.01)	(0.01)
Average share of the crop (wage equivalent)	-4.20	-4.01	-3.53	-3.82
	(0.29)	(0.30)	(0.30)	(0.36)
Total compensation (wage + crop share wage equivalent)	-1.48	-0.88	-0.25	-0.25
	(0.28)	(0.26)	(0.21)	(0.23)
Fixed effects				
County		Yes	Yes	Yes
Year × Month			Yes	Yes
Agent				Yes

Notes. Each entry in this table is an estimate of the impact of the Freedmen's Bureau on the remuneration of black workers in the South after the Civil War. After emancipation, black workers formed written labor contracts with planters, which were approved by a federal agent of the Freedmen's Bureau. A labor contract is "treated" if the Bureau agent was present at the formation of the contract; such agreements used a standard form labor contract designed by the Bureau. A labor contract is part of the control group if it was formed without an agent present; such contracts were typically drafted by the planter and later submitted to the Bureau for approval and record-keeping. Standard errors are clustered at the contract level. "Indicator for any remuneration" is equal to 1 if the worker gets any wage, any share of the crop, or a fixed amount of crop. (The latter is relatively rare.) "Total compensation" is a sum of a worker's wage and crop share, after converting the crop share into a wage equivalent. "Agent" is a fixed effect for the Bureau agent that approved the contract.

Table 3: Impact of the Freedmen's Bureau on Working Conditions of Black Workers (1865-67)

	(1)	(2)	(3)	(4)
Dependent variable is	*Estimate of the impact of the Freedmen's Bureau*			
Indicator that worker is entitled to ...				
Rations	0.20	0.16	0.15	0.17
	(0.02)	(0.02)	(0.02)	(0.02)
Clothing	0.21	0.12	0.06	0.06
	(0.02)	(0.02)	(0.02)	(0.02)
Fuel (wood for burning)	0.08	0.10	0.12	0.12
	(0.02)	(0.03)	(0.03)	(0.03)
Humane treatment	0.44	0.31	0.27	0.25
	(0.02)	(0.02)	(0.02)	(0.02)
Limited weekend hours	0.10	0.07	0.06	0.06
	(0.02)	(0.02)	(0.02)	(0.02)
Limited working hours	0.37	0.31	0.26	0.30
	(0.02)	(0.02)	(0.02)	(0.03)
Medical care	0.36	0.21	0.14	0.13
	(0.02)	(0.03)	(0.02)	(0.03)
Small private plot of land to cultivate	0.08	0.06	0.04	0.05
	(0.02)	(0.02)	(0.02)	(0.03)
Take disputes to federal agent	0.51	0.43	0.39	0.38
	(0.02)	(0.02)	(0.02)	(0.02)
Wage protection	0.54	0.54	0.55	0.59
	(0.02)	(0.02)	(0.02)	(0.02)
Quarters	0.46	0.40	0.40	0.37
	(0.02)	(0.02)	(0.02)	(0.02)
Indicator that employer is entitled to ...				
Punish worker absence[1]	0.24	0.15	0.14	0.13
	(0.02)	(0.02)	(0.02)	(0.03)
Confiscate wages for infractions	-0.11	-0.09	-0.06	-0.10
	(0.02)	(0.03)	(0.03)	(0.03)
Control worker socially	0.01	-0.11	-0.08	-0.15
	(0.02)	(0.03)	(0.03)	(0.03)
Deny worker permission to leave plantation	-0.08	-0.09	-0.09	-0.05
	(0.01)	(0.01)	(0.01)	(0.01)
Summary measures of working conditions				
Pro-worker index	0.30	0.25	0.22	0.23
	(0.01)	(0.01)	(0.01)	(0.01)
Pro-employer index	0.02	-0.03	-0.02	-0.04
	(0.01)	(0.02)	(0.02)	(0.02)
Fixed effects				
County		Yes	Yes	Yes
Year × Month			Yes	Yes
Agent				Yes

Notes. Each entry in this table is an estimate of the impact of the Freedmen's Bureau on the working conditions of black workers in the South after the Civil War (1865-67). See tables 1 and 2 for notes.

Table 4: Alterations to Standard Form Contracts Made by Agents of the Freedmen's Bureau

	Originally in contract	Removed from contract	Added to contract	In final of contract
Indicator that worker is entitled to ...				
Rations	1.00	0.05	< 0.01	0.95
Quarters	1.00	< 0.01	< 0.01	0.99
Wage protection	0.77	0.04	< 0.01	0.72
Medical care	0.89	0.30	< 0.01	0.59
Fuel (wood for burning)	0.56	< 0.01	0.00	0.55
Clothing	0.40	0.03	0.09	0.45
Limited working hours	0.39	0.02	0.00	0.37
Take disputes to federal agent	0.36	< 0.01	< 0.01	0.37
Humane treatment	0.32	< 0.01	0.00	0.32
Limited weekend hours	0.23	0.04	< 0.01	0.20
Small private plot of land to cultivate	0.19	0.03	0.02	0.19
Indicator that employer is entitled to ...				
Punish worker absence[1]	0.41	< 0.01	0.07	0.48
Control worker socially	0.41	< 0.01	0.02	0.42
Confiscate wages for infractions	0.18	< 0.01	0.02	0.19
Deny worker permission to leave plantation	0.00	0.00	< 0.01	< 0.01
Aggregate indicators for ...				
Any worker entitlement	.	0.40	0.12	.
Any employer entitlement	.	0.02	0.10	.
Any worker or employer entitlement	.	0.40	0.20	.
Any change in worker's favor	.	.	.	0.13
Any change in employer's favor	.	.	.	0.43
Any change	.	.	.	0.49
Total number of standard form contracts	3,928			

Notes. This table summarizes alternations to standard form contracts made by agents of the Freedmen's Bureau. The first column is the share of contracts that originally contain the given entitlement. The second column is share of contracts from which the entitlement was removed by the agent (by crossing out the printed text). The third column is the share of contracts to which the entitlement was added (via handwritten additions in the margins of the printed form). The last column is the share of contracts that include the entitlement in the final version of the contract.

A Background Appendix: Black Codes

In the first two after the Civil War (1865-66), nine of the eleven ex-confederate states adopted Black Codes. These laws were expressly designed to reestablish the social and economic conditions of slavery. Mississippi, South Carolina, Louisiana, and Alabama adopted Black Codes in 1865, while Florida, Georgia, North Carolina, Virginia, and Texas followed in 1866. Tennessee and Arkansas did not formally adopt Black Codes during the period we study.

Black Codes covered many aspects of economic, social, and political life. Here we summarize only the subset of Mississippi and North Carolina's laws that were specifically designed to control black labor. We also discuss the circumstances behind Tennessee's decision not to adopt Black Codes.

A.1 Mississippi

Mississippi adopted Black Codes during its first postwar legislative session of October–December 1865 (table 5). The Mississippi laws were the first and among the most comprehensive of their kind. The intended effect of these laws was to foreclose independent farming and force black laborers into contracts with white planters. These contracts typically bound a black laborer to a white planter for a calendar year.

At the center of Mississippi's intricate codes lay two statutes concerning leaseholds and vagrancy. The former prohibited blacks from renting (and thus independently farming) lands outside incorporated towns, while the latter required all freedpeople to carry written proof of employment. Acceptable forms of proof were either a labor contract (for rural laborers) or a work authorization (for town laborers). Labor contracts involving blacks were required to be in writing and held in duplicate, with one copy for the employer and one for the laborer. Freed persons who failed to produce written proof of employment were subject to arrest for "vagrancy," and convicted vagrants who were unable to pay the criminal fine in cash were hired out by state authorities and forced to work off the fine.

A suite of companion statutes enforced and bolstered the vagrancy law through criminal fines, bounties, wage forfeiture, imprisonment, and forced labor. Under these laws, breach of contract became a criminal offense for black laborers. Blacks found to have quit before the expiration of their contract term were subject to arrest and forfeiture of all wages both paid and unpaid. Bounties were established for the capture and return of black laborers – $5 per laborer plus 10 cents per mile traveled – to be paid out of the laborer's wages. Even white planters who attempted to "entice" (i.e., hire) another planter's black laborers or in any way aid a black laborer who quit before the expiration of their term were potentially subject to criminal fines. The evidentiary requirements for prosecution were especially thin. A sworn affidavit by any "credible person" accusing a freed person of vagrancy was sufficient grounds for arrest.

An especially heinous set of laws worked to reenslave black children. These laws obligated state authorities to report periodically on the numbers of black minors whose parents were

either dead, missing, or otherwise deemed unable to provide support. They further required state authorities to bind these children to long term "apprenticeship" contracts, with females indentured until age 18 and males until age 21. The child's former owner was granted a "preference" (a right of first refusal) over the apprenticeship. Through these laws, state authorities compelled emancipated children into forced labor arrangements with their former owners. Runaways were subject to capture and return, and children refusing to return without "good cause" were subject to imprisonment.

Table 5: Black Codes of Mississippi enacted in 1865

Lease holding	
Approved	November 25, 1865
Law	Prohibiting blacks from owning or renting land outside incorporated towns
Purpose	Curtailing black economic independence through freehold or leasehold farming Forcing blacks into labor contracts with white planters
Vagrancy	
Approved	November 25, 1865
Effective	January 2, 1866
Law	Requiring freed people to carry written contract or work authorization, lack of which is prima facie case of vagrancy
Enforcement	Criminal fine paid in cash or by forced labor
Purpose	Force freed people into long term labor contracts with former owners
Context	The effective date of January 2 gives black labor approximately 1 month to sign a year-long labor contract
Statute of frauds	
Approved	November 25, 1865
Law	Requiring labor contracts with blacks longer than 1 month to be in writing, with duplicate copies held by employer and laborer Contract to be read aloud (either by state authority or by "two disinterested white persons") to black laborer (who was typically unable to read)
Purpose	Formalize evidentiary system to enforce vagrancy law
Wage forfeiture	
Approved	November 25, 1865
Law	Black laborers to forfeit all wages (paid and unpaid) for quitting before the end of the contract term "without good cause"
Purpose	Immobilize black labor
Breach of contract	
Approved	November 25, 1865
Law	Black laborers breaching labor contract without good cause subject to arrest
Enforcement	Upon capture and return of a black laborer, arresting officer to receive $5 bounty plus 10 cents per mile traveled, paid out of laborer's wages

	Testimony of any person is sufficient to issue and execute a warrant for arrest
Context	Modeled after fugitive slave law

Enticement

Approved	November 25, 1865
Law	Prohibiting any attempt to "entice" (hire) a black laborer before the expiration of contract term Also prohibiting employment of black laborer before expiration of term Also prohibiting sale or gift of rations, shelter, or other provisions to black laborer quitting before expiration of term
Enforcement	Misdemeaor fine of $25-$200 and 2 months imprisonment Felony for attempt to employ black laborer in another state ($50-$500 fine and 6 months imprisonment)
Purpose	Immobilize black labor

Apprenticeship

Approved	November 22, 1865
Law	Obligating state authorities to report twice annually (Jan/Jul) numbers of black minors who are orphans or whose parents are deemed unable to provide support Obligating state authorities to then apprentice the minor Granting former owner of black minor a right of first refusal to take on minor as apprentice Father or mother of black child may also "voluntarily" apprentice child
Term	Males indentured until age 21, females until age 18 Master has option to discharge apprentice without cause at any time, whereupon minor is to be reapprenticed
Enforcement	Master empowered to administer "moderate corporeal chastisement" (whipping) Officers to caputre and return runaways to the master; minors refusing to return to be imprisoned; exception made for minor leaving with "good cause"
Purpose	Reenslave black children to their former owners

Perjury

Approved	December 4, 1865
Law	Criminal penalties for blacks submitting false testimony against whites (in contract action or other actions) $50 fine and 20 days imprisonment
Enforcement	Fine to be paid in cash or by forced labor
Purpose	Establish assymetric penalty for blacks
Context	Law admitting black testimony was passed only to force Freedmen's Bureau to surrender jurisdiction over contract disputes

13th Amendment

Decided	December 4, 1865
Law	Formally rejecting the 13th Amendment to the U.S. Constitution, which would abolish slavery and involuntary servitude (except as punishment for crime)

Rationale	On grounds that Mississippi had already adopted a "similar" provision in its own state constitution (abolishing slavery, but not involuntary servitude) Also objecting to the power that 13th Amendment confers to Congress (to enforce by "appropriate legislation"), which Mississippi fears Congress will use to improve the status of freed people

Source. Mississippi, *Laws*, 1865, cc. 4, 5, 48, 58

A.2 North Carolina

Compared to Mississippi, North Carolina's Black Codes were more vague and less comprehensive (table 6). Whereas, by our count, Mississippi's Black Codes included eight distinct provisions designed to control black labor, North Carolina's contained only two. These concerned vagrancy and apprenticeships.

North Carolina's vagrancy statute was particularly vague. It provided that any person "with no apparent means of subsistence ... found spending his time ... sauntering about without employment" was subject to arrest given "due proof." Convicted vagrants were to receive one year probation "conditioned [on] good behavior and industrious peaceable deportment." Alternatively, if the court was not satisfied that the convicted vagrant intends to so act, then "the court may fine or imprison him, or both, or sentence him to the workhouse for such time as the court may think fit." Unlike Mississippi, North Carolina did not obligate blacks to carry proof of employment, nor did it enact related enforcement mechanisms, such as bounties, wage forfeiture, or anti-enticement provisions. Also unlike Mississippi, North Carolina's vagrancy law did not include an express reference to race, though it was understood that in practice it would apply mostly to blacks.[26]

North Carolina's apprenticeship statute was similarly less comprehensive than Mississippi's Like Mississippi, North Carolina gave a preference to the child's former owner. Unlike Mississippi, however, North Carolina did not obligate state or local authorities to report the number of children eligible for apprenticeship, to bind eligible children to apprenticeships, or to capture and imprison runaways. Enforcement of North Carolina's apprenticeship statute was left to the discretion of the lower courts.

Table 6: Black Codes of North Carolina enacted in 1866

Vagrancy	
Effective	March 2, 1866
Law	Prohibiting "sauntering about without employment"
Enforcement	Default 1 year probation "conditioned for his good behavior and industrious peaceable deportment for one year" Otherwise, "the court may fine or imprison him, or both, or sentence him to the workhouse for such time as the court may think fit."
Context	No express mention of race; intended to be discriminatorily enforced against blacks

[26]For an example of a labor contract hiring out a convicted vagrant to a planter, see 37988.pdf, p. 6.

Apprenticeship

Approved	March 10, 1866
Law	Antebellum apprenticeship law revived and emended
	Granting former owner of black minor a right of first refusal to take on minor as apprentice
	Removing other references to race
Enforcement	By equitable judgment of the lower courts
Purpose	Reenslave black children to their former owners

Source. North Carolina, *Laws*, 1866, c. 42

A.3 Tennessee

During the period we study (1865-68), Tennessee debated but did not adopt Black Codes. In 1865, the Tennessee House of Representatives passed a set of Black Codes,[27] including vagrancy and apprenticeship laws (Curtis, 1865). The bill produced opposition from the northern press and from the Freedmen's Bureau in Tennessee, which led the state government to conclude, perhaps correctly, that formally adopting Black Codes would jeopardize its readmittance to the Union (Wilson, 1965, p.112). Rejoining the Union was perhaps the only objective shared by Tennessee loyalists and ex-confederates alike (Feistman, 1953).[28] The Black Codes bill was held over to the next legislative session and ultimately abandoned. Thus, the principal reason why Tennessee did not pass Black Codes was because it would have hindered its main goal of rejoining the Union.

The Freedmen's Bureau was generally not welcomed in Tennessee. Whites' reaction to the Bureau presence reportedly ranged from "grudging acceptance . . . to total rejection and denial of its constitutional and moral right to exist" (Phillips, 1966, p. 50). Had Tennessee adopted Black Codes, this would have likely prolonged the federal presence. Tennessee's Black Codes bill was abandoned on the theory that enacting Black Codes would only prolong the Bureau's presence.

Compared to the rest of the South, Tennessee adopted relatively "progressive" policies toward blacks – but this was mostly as a means to advance its principal objective, which was to punish the rebels. Radical Republicans, in control of Tennessee's first postwar government, dedicated most of their efforts to disenfranchising ex-confederates. Later efforts to enfranchise black males and quell the ascendant Ku Klux Klan were mostly in service of this goal. In 1866, after Memphis police led white mobs on a rampage of murder, rape and

[27]See the discussion of "An act in relation to free persons of color" in Tennessee *Journal of the House*, 1865, p. 133.

[28]Tennessee was a divided and uniquely "marginal" confederate state, as it was both the last to secede (in June 1861) and the first to be readmitted (in July 1866). The latter stemmed from Tennessee's experience as the only confederate state under complete federal control during the war, and thus as the only state government reconstructed by war's end. For this reason, Tennessee was exempted from the Reconstruction Acts of 1867-68.

arson through black neighborhoods, the state government stripped municipal authorities of control over their police departments. The law achieving this targeted three towns in the rebel strongholds of west and middle Tennessee.[29] Later that year, in a final push to rejoin the Union, the governor had two dissenting state senators arrested and imprisoned inside the state capitol building in order to establish the quorum needed to ratify the 14th Amendment. Though they did not vote, the senators were still marked as "present."

Redeemer Democrats and apologists for the Klan resented these policies (McDonnold, 1896). In 1869, Democrats gained control of the state government and promptly disenfranchised black males, repealed the anti-Klan law, and rejected the 15th Amendment to the U.S. Constitution. Later, they passed Black Codes in 1875, including vagrancy and anti-enticement laws.[30]

B Data Appendix

B.1 Variables

We coded the following information for each labor contract. Each contract is between one employer and one or more workers.

Note on standard terms. "Standard terms" refers to the set of terms or working conditions found throughout all federal standard form contracts. Any given standard form template will include a subset of the standard terms defined below. All standard term variables are indicators equal to 1 if the description is true, and zero otherwise. The variables are defined for both standard form contracts and for non-standard (handwritten) contracts.

Note on alterations to standard form contracts. In (printed) standard form contracts, standard terms were occasionally removed by striking out a provision by hand. In such cases, the standard term indicator is equal to zero, and the removal is recorded in a separate variable (described below with the prefix `removed_`). Similarly, standard terms were also sometimes added (by hand) to printed standard form contracts; in such cases, the standard term indicator is equal to 1 and the addition is recorded in a separate variable (described below with the prefix `added_`).

Table 7: Variables

Variable	Description
Contract-level characteristics	
`state`	state in which worker(s) works (typically the location of the plantation)
`county`	county in which worker(s) works (typically the location of the plantation)
`agent`	name of federal agent who approved the contract

[29] See Metropolitan Police Law (1866). The law placed the police of Memphis, Nashville, and Chattanooga under the governor's control.

[30] Tennessee, *Acts*, 1875, cc. CV (vagrancy) and XCIII (anti-enticement).

date	date on which contract was formed; if this is not available, we use the date on which contract was approved; for contracts with both dates, date of approval is typically within a week of formation
standard_form	indicator equal to 1 if the contract is a federal standard form; this includes both printed forms and (rare) handwritten contracts

Worker-level characteristics and compensation (includes worker's dependents)

name	name of each worker (or dependent)
age	age of each worker (or dependent)
sex	sex of each worker (or dependent)
wage	monthly wage of each worker; if yearly wage is given then wage/12 is reported; if a group of workers are collectively owed a fixed amount then the fixed amount is attributed according to a procedure described in the paper
dependents	number of dependents of each worker; applicable only when dependents are indicated only in number (rather than separately enumerated by name)
crop_share	share of the crop (between 0 and 1) to which worker(s) are (collectively) entitled; if the share is different for different crops, then each share is listed separately; if the share is the same for all crops, then only the single share is listed; virtually all contracts that give shares collectively entitle workers to the share; many expressly provide that workers may distribute their collective share amongst themselves as they see fit; if multiple workers are collectively entitled to a 0.25 share of the crop then this value is 0.25 for all such workers
crop_fixed	indicator equal to 1 if worker is entitled to a fixed amount of a crop; e.g., "100 bushels wheat"; note this is distinct from weekly or monthly rations

Contract-level standard terms (in-kind compensation)

ik_clothing	worker(s) entitled to clothing
ik_fuel	worker(s) entitled to fuel
ik_garden	worker(s) entitled to a "garden plot" of land to use for their own purposes
ik_medical	worker(s) entitled to medical care
ik_rations	worker(s) entitled to food or rations
ik_quarters	worker(s) entitled to quarters

Contract-level standard terms ("pro-labor" worker entitlements)

pl_fb_juris	worker(s) entitled to bring disputes to bureau office
pl_humane	worker(s) entitled to "kind and humane treatment" (or similar)
pl_lien	worker(s) entitled to be paid before the final disposition of the crop, or entitled to a lien on the corp to satisfy wages (or similar)
pl_limit_hours	worker(s) entitled to an unconditional imitation on their working hours (typically 10 hours in summer and 9 hours in winter). If a worker is entitled to work "reasonable" or "usual" hours, we do not apply the label, as such a provision leaves room for too much discretion.
pl_limit_weekend	worker(s) entitled to an unconditional limitation on their working hours on Saturday or Sunday (typically half-day Saturday and / or no work Sunday)

Contract-level standard terms ("anti-labor" employer entitlements)

al_permission_to_leave	employer entitled to deny worker permission to leave the plantation; this includes any language suggesting that the worker does not have the right to absent themselves from the plantation without employer's permission
al_absent	employer entitled to regulate worker's absence; this includes any penalty for temporary absence from work or for leaving the plantation, such as an express employer entitlement to withhold wages or otherwise penalize worker if the worker is absent (including being absent on account of sickness)
al_dutiful	employer entitled to worker's "dutiful" or "obedient" service (or similar), including any provision that excessively or gratuitously regulates worker's social behavior, such as a worker's promise "to obey all commands without dispute or impudence" or to refrain from using "insulting or indecent language"
al_wage_forfeit	employer entitled to withhold worker's share of crop or withhold worker's wages or recover wages already paid to worker if worker leaves early or disobeys orders; withholding share of crop or wages for disobeying orders is generally a non-standard form term

Contract-level alterations (for printed standard forms only)

removed_X	indicator equal to 1 if standard term $X \in \{$ik_clothing, ik_fuel, ...$\}$ was removed or substantially altered; applicable only to standard form contracts for which the template includes term X; e.g., removed_ik_clothing equals 1 if standard_form = 1, ik_clothing = 1, and the standard term entitling the worker to clothing was removed or substantially altered by hand; see explanation in section B.2
added_X	indicator equal to 1 if standard term $X \in \{$ik_clothing, ik_fuel, ...$\}$ is not in the standard form template but was added by hand; applicable only to standard form contracts for which the template does not include term X; e.g., removed_ik_clothing equals 1 if standard_form = 1, ik_clothing = 0, and a provision entitling the worker to clothing was added (by handwritten addition); see explanation in section B.2

B.2 Determining when an agent removed or substantially altered a standard form provision

Standard terms were often removed (by striking out the term) or substantially altered (by striking out the term and replacing it with something else). Here we explain the procedure used to determine whether a given term was removed or substantially altered. If standard term X was removed or substantially altered, then the corresponding variable removed_X is coded as 1. If it was not removed or substantially altered, then removed_X is coded as 0. removed_X is not defined for standard forms contracts that do not include term X in the original form template or for non-standard form contracts.

For each standard term, we define (1) words that are "essential" to the clause, (2) words that are "important" to the clause. We conclude that the provision was removed or substantially altered if either (a) any essential word is missing or (b) a critical fraction of important words are missing. To determine what the "critical fraction" should be, we manually inspected the values of (2) and their corresponding text (i.e., the parts removed or altered) for

each standard term. Based on this assessment, we determined a reasonable critical fraction threshold for each standard term. The following table offers an example.

Table 8: Example of coding a standard medical care term as removed or substantially altered

template text (and context)	*I am to furnish the persons, whose names are subjoined, freed laborers . . . all necessary medical attendance and supplies in case of sickness*
standard medical care term	*all necessary medical attendance and supplies in case of sickness*
essential word(s)	*medic*
important word(s)	*all*, *necessary*, *medical*, *attendance*, *supplies*, *sickness*
coding rule	`removed_ik_medical` = 1 if 1. `standard_form` = 1 and 2. `ik_medical` = 1 and 3. either (a) any essential word is absent or (b) more than 2 important words are not perfectly matched in the order in which they appear in the standard medical care term

The only essential word is the prefix *medic* (not the entire word *medical*). The threshold of 2 was chosen after examining the quality of the matches and the marginal cases. In practice, using different thresholds produced little impact on the main results because there were many zeros and ones, i.e., exact matches and (exact) non-matches. An exact non-match would indicate that the term was completely removed (rather than partially removed or otherwise altered). The cutoffs applied only to the relatively small portion of borderline cases in which either the term was only partially altered or there was an error in the transcription process (from image to text).

B.3 Inferring the Allocation of Wages When Wages Are Paid to a Group

Wages are sometimes paid to groups rather than individuals. For example, a contract might say "a total of $200 is to be given to Bob and Alice." This is particularly common for families.

For the worker-specific analyses, we allocate collective wages to each worker according to shares inferred from a regression of wage on age and sex. To do this, we first use the sample of workers paid individually to estimate

$$y_i = \alpha + \sum_j \beta_j c_j + u_i, \tag{4}$$

where y_i is worker i's (normalized) wage and c_j is an indicator the worker's age and sex falls in cell j. We specify 5 cells: female age 10–16, female age 17–55, female over 55, male age

10–16, and male over 55. (Male age 17–55 is omitted.) Wage is normalized by dividing wage by the average wage of males ages 17–55. Collective wages are then allocated by assigning males ages 17–55 worker a weight equal 1 and all other workers a weight equal to $1 - \beta_j$.

We make the following presumptions when age is only partially known. For workers of partially known age (i.e., either "adult" or "child") we presume "adult" is 17-55 and "child" is 10-16. We presume "child" is 10–16 because very young children are more likely to be listed as "dependents" rather than specifically named and signed for.

B.4 Protocol for Determining Whether a Handwritten Contract is a Standard Form Contract

Many handwritten contracts are near-verbatim copies of standard form contracts, suggesting the Freedmen's Bureau's strong influence in these contracts' formation. To identify whether a handwritten contract is a standard form contract, we perform sequence alignment between the handwritten contract and all standard forms using the Smith-Waterman algorithm. The alignment provides a similarity score between the contract and a given form, which are bounded between -1 and 1 (see table 9). We independently reviewed the similarities between handwritten contracts and their nearest standard form, as well as their associated similarity score. Based on this review, we determined that a similarity score of $-$

We assigned a similarity threshold for each standard form and labeled handwritten contracts that have a similarity score higher than the threshold as standard form contracts.

Table 9: A handwritten contract based off of a standard form.

Handwritten Contract Alignment with Standard Forms

Nearest Form: `10_AWF_2` Similarity Score: 0.8934	agreement with freedmen this agreement made this 30th day of june ad 1865 by and between t h moffett of the county of smith and state of mississippi of the first part and the 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 t h moffett place in the state and county aforesaid during the year commencing on the first day of june ad 1865 and terminating on the ~~1st~~ first day of january ad 1866 the said t h moffett party of the first part in consideration of the promises and conditions hereinafter mentioned on the part of the parties of the second part agrees to furnish to the said laborers and those rightfully dependent on them free of charge clothing and food of good quality and sufficient quantity good and sufficient quarter medical attendance when necessary and kind and humane treatment and ~~it~~ is further agreed that in case the said t h moffett shall fail neglect or refuse to fulfill any of the obligations assumed by him ~~or~~ and shall furnish said parties of the second part with insufficient or wholesome food or clothing or be guilty of cruelty to them he shall besides the legal ~~recourse~~ resource left to the party or parties aggrieved render this contract liable to ~~annulment~~ annullment by the provost ~~marshal~~ marshall of the freedmen and it is agreed on the part fort of the parties of the second part that they will each well and faithfully perform such labor as the said t h moffett may require of them for the time aforesaid not exceeding ten hours per day in summer and nine hours per day in winter and in every respect be dutiful and faithful servants and in case any laborer shall voluntarily absent himself on themselves from or shall neglect or refuse to perform the labor herein promised and the fact shall be proven to the satisfaction of the proper officer ~~the~~ that party so offending shall be punished in such manner as the provost marshal marshall of freedmen shall deem proper in testimony whereof the said parties ~~have affixed~~ here affirmed their names to this agreement ~~at~~ in the county of smith and state of mississippi on ~~this~~ the day and date aforesaid to the moffitt edmond his x mark aged 40 years sarah her x mark aged 30 yrs 3 children executed in the presence of lw gambell
Standard form text ~~Deletion~~ Addition Filling the blank	

Source. Contract `[["28334", 181], ["28334", 182], ["28334", 183]]`.

B.5 Identifying the Hierarchical Structure of Standard Forms Varieties

The Freedmen's Bureau used many different standard forms. To analyze these contracts, we first categorized the contracts according to the standard form that was used. In the process of doing so, we identified a hierarchical relationship among the standard forms.

Here we introduce the following terminology to summarize these relationships: *form family*, *form type*, and *form variant*. If the (printed) text of two standard forms is the same, then we say those two forms belong to the same *form type*. If the text is the same but the words are typeset differently, then we say that those two contracts are *variants* of the same

form type. For example, one variant may have wider or narrower margins, or may use a different font. Differences among from variants are thus cosmetic, while differences among form types are substantive.

The concept of a *form family* became apparent only after comparing the different form types. There are substantial differences between form types. Most of these differences, however, are between forms used in different states. The various form types used within a state are, by contrast, substantively and cosmetically very similar. The within-state differences are typically either (a) the inclusion or exclusion of one or two substantive terms, (b) the inclusion or exclusion of a word or phrase that has little or no substantive import, and occasionally (c) simple typographical errors. It is for this reason that we conclude that there are three major form families, one for each of the three states in our sample.

The hierarchical structure of the form families, types, and variants tracks the hierarchical structure of the Freedmen's Bureau itself. The bureau divided the ex-confederate states into districts, with one or two states in each district. The three states in our sample belonged to three separate districts and were thus under the supervision of three separate Assistant Commissioners. For this reason, we conclude that the major differences among form families were driven by the Assistant Commissioners' policy and practice at the district (i.e., state) level, while minor differences among form types and variants were driven by policy and practice at the sub-district or lower (i.e., local) level.

B.6 Identifying Standard Terms in Non-Standard Contracts

Reading through every non-standard contract and identify standard terms within them is time-consuming. To speed up the identification process, we adopted a two-step procedure where we first use GPT-3.5 to extract texts that are potentially relevant to a certain term and then manually review the texts' relevance.

GPT-3.5 is a large language model offered by OpenAI that powers the first generation of ChatGPT. Given a chain of conversation between a user and an assistant, GPT-3.5 is able to generate the next response from the assistant's perspective. GPT-3.5 can also follow complicated instructions. We can thus tell GPT-3.5 what aspect of the contract we are looking for, along with the contract itself, and then instruct it to retrieve the relevant text segment. Unlike traditional keyword-based term identification techniques, large language models are more resilient against typos and transcription errors. For example, GPT-3.5 manages to identify the anti-labor term "shea agree to mak good han an to work an not to leav the plais withe out per mishion from mea"[31] within a contract. Large language models are also capable of inferring working conditions based on context. In one instance, GPT-3.5 infers that a contract entitles laborers to medical attendance as it offers "all [necessary] things both in sickness and health." We evaluated the model's information retrieval capability based on 100 manually-labeled non-standard contracts and found that GPT-3.5 achieves a *recall* rate of 95% across all terms, meaning if a contract contains a certain standard term, there is a 19-out-of-20 chance that GPT-3.5 picks it up. The prompts we used to elicit GPT-3.5

[31] "She agrees to make good hands at work and not to leave the place without permission from me."

responses can be found in the rest of the section.

Once GPT-3.5 identified text segments that are potentially relevant to our topic of interest, we manually reviewed every such segment and removed irrelevant ones. The manual review process ensures that the final labels have high *precision* (the likelihood that a contract actually includes a given term, conditional on the classifier labeling the contract as having that term).

Table 10: Prompt for extracting standard term `ik_clothing`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the laborer(s) are entitled free clothing or shoes as in-kind compensation. Rules: 1. Answer "N/A" if the contract does not offer the laborer free clothes. 2. Answer "N/A" if the laborer needs to pay for the clothing themselves (e.g., "I agree to clothe myself" or "to furnish their clothing for themselves"). 3. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 4. If the contract does offer free clothing to the laborer, answer by choosing the part of the contract containing such information. 5. Don't answer "N/A" when the contract specifies the said compensation. 6. Don't modify the original text. For instance, don't skip part the text by inserting "...". 7. Return the corresponding text in quotation marks. 8. No need to explain your answer. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 11: Prompt for extracting standard term `ik_fuel`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the laborer(s) are entitled free fuel as in-kind compensation. Rules: 1. Answer "N/A" if the contract does not offer the laborer free fuel. 2. Answer "N/A" if the laborer needs to pay for the fuel themselves (e.g., "to furnish their firewood for themselves"). 3. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 4. If the contract does offer free fuel to the laborer, answer by choosing the part of the contract containing such information. Nothing else. 5. Don't answer "N/A" when the contract specifies the said compensation. 6. Don't modify the original text. For instance, don't skip part the text by inserting "...". 7. Return the corresponding text in quotation marks. 8. No need to explain your answer. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 12: Prompt for extracting standard term `ik_garden`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the laborer(s) are entitled a patch of garden or land for farming as in-kind compensation. Rules: 1. Answer "N/A" if the contract does not offer the laborer a patch of garden or land for farming. 2. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 3. If the contract does offer a patch of garden or land to the laborer, answer by choosing the part of the contract containing such information. Nothing else. 4. Don't answer "N/A" when the contract specifies the said compensation. 5. Don't modify the original text. For instance, don't skip part the text by inserting "...". 6. Return the corresponding text in quotation marks. 7. No need to explain your answer. Examples of a garden patch: • "small plot for their own cultivation" • "water-melon patch" • "vegetable patch" Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 13: Prompt for extracting standard term `ik_medical`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the laborer(s) are entitled free medical care or doctor's bill as in-kind compensation. Rules: 1. Answer "N/A" if the contract does not offer the laborer such in-kind compensation. 2. Answer "N/A" if the laborer needs to pay for the medical care out of their own pocket (e.g., "I agree to pay for my own doctor's bill" or "said party agrees to pay their own doctor's bill"). 3. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 4. If the contract does offer free medical care to the laborer, answer by choosing the part of the contract containing such information. 5. Don't answer "N/A" when the contract specifies the said compensation. 6. Don't modify the original text. For instance, don't skip part the text by inserting "...". 7. Return the corresponding text in quotation marks. 8. No need to explain your answer. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 14: Prompt for extracting standard term `ik_quarters`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the laborer(s) are entitled free quarters or housing as in-kind compensation. Rules: 1. If the contract does not offer the laborer free quarters or housing, answer "N/A". Nothing else. 2. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 3. If the contract does offer free quarter or housing to the laborer, answer by choosing the part of the contract containing such information. Nothing else. 4. Don't answer "N/A" when the contract specifies the said compensation. 5. Don't modify the original text. For instance, don't skip part the text by inserting "...". 6. Return the corresponding text in quotation marks. 7. No need to explain your answer. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 15: Prompt for extracting standard term `ik_rations`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the laborer(s) are entitled free rations (such as food) as in-kind compensation. Rules: 1. If the contract does not offer the laborer free rations, answer "N/A". Nothing else. 2. Answer "N/A" if the laborer needs to pay for the rations out of their own pocket (e.g., "I agree to pay for my own food" or "said party agrees to pay their own food"). 3. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 4. If the contract does offer free rations to the laborer, answer by choosing the part of the contract containing such information. Nothing else. 5. Don't answer "N/A" when the contract specifies the said compensation. 6. Don't modify the original text. For instance, don't skip part the text by inserting "...". 7. Return the corresponding text in quotation marks. 8. No need to explain your answer. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 16: Prompt for extracting standard term `pl_fb_juris`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the contract is under the Freedmen's Bureau's jurisdiction. Rules: 1. Answer "N/A" if the contract does not grant the Freedmen's Bureau power to supervise the contract's enforcement. 2. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 3. If the contract says the Provost Marshal of Freedmen (or Officer of the Bureau of Freedmen) can judge or supervise the contract's enforcement, answer by choosing the part of the contract containing such information. 4. Don't modify the original text. For instance, don't skip part the text by inserting "...". 5. Return the corresponding text in quotation marks. 6. No need to explain your answer. 7. Please err on the side of over-inclusion. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 17: Prompt for extracting standard term `pl_humane`

User:	Instruction: Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the laborer should be treated humanely. Rules: 1. Answer "N/A" if the contract does not say the laborer (human) should be treated humanely or kindly. 2. Don't mistake kind treatment to laborers with that to animals. Kind treatment to animals does not count. 3. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 4. If the contract says the laborer is entitled to humane or kind treatment, answer by choosing the part of the contract containing such information. 5. If the contract says the planter must treat people humanely or kindly, answer by choosing the part of the contract containing such information. 6. Don't modify the original text. For instance, don't skip part the text by inserting "...". 7. Return the corresponding text in quotation marks. 8. No need to explain your answer. 9. Please err on the side of over-inclusion. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 18: Prompt for extracting standard term `pl_lien`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the laborer(s) gets the first lien on crop. Rules: 1. Answer "N/A" if the contract does not say the laborer gets the first lien on crop. 2. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 3. If the contract says the laborer gets the first lien on crop, answer by choosing the part of the contract containing such information. 4. If the contract doesn't say the laborer gets the first lien on crop, just answer "N/A" and nothing else. 5. Don't modify the original text. For instance, don't skip part the text by inserting "...". 6. Return the corresponding text in quotation marks. 7. No need to explain your answer. 8. Please err on the side of over-inclusion. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 19: Prompt for extracting standard term `pl_limit_hours`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the contract limits how many hours the laborer needs to work. Rules: 1. Answer "N/A" if the contract does not limit how many hours the laborer needs to work. 2. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 3. If the contract limits how many hours the laborer needs to work, answer by choosing the part of the contract containing such information. 4. If the contract says the laborer is to work "from sunrise to sunset", it does limit the hours of work. 5. Don't modify the original text. For instance, don't skip part the text by inserting "...". 6. Return the corresponding text in quotation marks. 7. No need to explain your answer. 8. Please err on the side of over-inclusion. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 20: Prompt for extracting standard term `pl_limit_weekends`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the contract gives the laborer time off on either Saturday or Sunday. Rules: 1. Answer "N/A" if the contract does not give the laborer time off on Saturday or Sunday. 2. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 3. If the contract gives the laborer time off on either Saturday or Sunday with no exceptions, answer by choosing the part of the contract containing such information. 4. Don't modify the original text. For instance, don't skip part the text by inserting "...". 5. Return the corresponding text in quotation marks. 6. No need to explain your answer. 7. Please err on the side of over-inclusion. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 21: Prompt for extracting standard term `al_permission_to_leave`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the contract requires the laborer to ask for permission to leave the plantation. Rules: 1. Answer "N/A" if the contract does not say whether the laborer needs to ask for permission to leave. 2. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 3. If the contract requires the laborer to ask for permission to leave the plantation, answer by choosing the part of the contract containing such information. 4. Don't modify the original text. For instance, don't skip part the text by inserting "...". 5. Return the corresponding text in quotation marks. 6. No need to explain your answer. 7. Please err on the side of over-inclusion. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 22: Prompt for extracting standard term `al_absent`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the contract entitles the employer to regulate/punish/prevent worker's absence. This includes any prohibition or penalty for temporary absence from work or for leaving the plantation, such as: (a) employer entitled to withhold wages or otherwise penalize worker if worker absent (including being absent on account of sickness) and (b) worker does not have the right to absent themselves from the plantation without employer's permission. This includes "worker to lose all time from sickness or otherwise." Rules: 1. Answer "N/A" if the contract does not entitle the employer to regulate/punish/prevent worker's absence. 2. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 3. If the contract entitle the employer to regulate/punish/prevent worker's absence, answer by choosing the part of the contract containing such information. 4. Don't modify the original text. For instance, don't skip part the text by inserting "...". 5. Return the corresponding text in quotation marks. 6. No need to explain your answer. 7. Please err on the side of over-inclusion. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 23: Prompt for extracting standard term `al_dutiful`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the contract allows the employer to regulate worker's social behavior, such as requiring the worker "to obey all commands without dispute or impudence" or to refrain from using "insulting or indecent language." Rules: 1. There are many typos in the contract. 2. A simple requirement that, e.g., "worker faithfully perform" does NOT count as allowing the employer to regulate worker's social behavior." 3. "And the said parties of the Second part hereby consent and agree that they will faithfully and diligently work the said Plantation." does NOT count as allowing the employer to regulate worker's social behavior. 4. Overly broad terms such as "work under the controll and direction without reservation" or "to be obedient in doing all that falls" DO count. 5. Requiring the laborer to work just like before they were emancipated from slavery DOES count, e.g., "as they did before they had been emancipated." 6. But basically anything more than rules 2 and 3 would count. 7. Answer "N/A" if the contract does not say whether the employer can regulate worker's social behavior. 8. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 9. If the contract entitle the employer to worker's "dutiful service", answer by choosing the part of the contract containing such information. 10. Don't modify the original text. For instance, don't skip part the text by inserting "...". 11. Return the corresponding text in quotation marks. 12. No need to explain your answer. 13. Please err on the side of over-inclusion. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`

Table 24: Prompt for extracting standard term `al_wage_forfeit`

User:	Instruction: Read the following historical contract, and answer with the part of the contract that specifies whether the contract entitles the employer to withhold worker's share of crop or withhold worker's wages or recover wages already paid to worker if worker leaves early or disobeys orders; withholding share of crop or wages for disobeying orders is less common – but it does count. The most common one will probably be simply forfeiting wages or crop share for leaving early. Rules: 1. Answer "N/A" if the contract does not say whether the employer can withhold worker's pay. 2. Ignore text within `[[strike]]` ... `[[/strike]]` format. They are stricken from the contract text. 3. If the contract entitle the employer to withhold worker's pay, answer by choosing the part of the contract containing such information. 4. Don't modify the original text. For instance, don't skip part the text by inserting "...". 5. Return the corresponding text in quotation marks. 6. No need to explain your answer. 7. Please err on the side of over-inclusion. Answer "I understand the instruction and the rules", and then I will supply you with the contract.
Assistant:	"I understand the instruction and the rules"
User:	Contract: `[CONTRACT TEXT]`