

A G R E E M E N T

THIS AGREEMENT MADE AND ENTERED INTO THIS THE _____ DAY OF _____, BY AND BETWEEN SAM H. FRANKLIN, JR., FIRST PARTY, AND _____, SECOND PARTY.

WITNESSETH: For and in consideration of mutual covenants hereinafter designated, first party, Director of the Delta Cooperative Farm at Hillhouse, Mississippi, agrees to permit second party to become a member of the Consumers and Producers Cooperatives for the year 1937.

Second party, in consideration for membership in said Cooperatives, agrees to abide by all rules and regulations made by the governing council and the trustees of the farm. It is understood that the governing council is composed of five elective members from the Producers and Consumers Cooperatives and that the trustees represent the officers and directors of Cooperative Farms, Incorporated.

Second party is given the right to purchase all supplies purchased on the farm for his personal use through the Consumers Cooperative.

Second party, in consideration for work and labor furnished by him as a member of the Producers Cooperative, will share and share alike with other members of the Producers Cooperative on the following terms and conditions.:

A. From the net sale of all crops grown on the Delta Cooperative Farm, after deduction of operating expenses, interest and other fixed charges, each member agrees that an amount ranging between ten and thirty per cent of the total net earnings shall be set aside to defray the cost of capital investment as supplied by the trustees. The remainder of the net profit shall be divided among the individual members who have worked on the farm in proportion to the amount done, (reckoned in hours) which each had performed, and the degree of skill which has been employed in the performance of the work. The director of the farm shall be the judge of the way in which each individual member of the Cooperative shall be rated, of which second party hereto is a member and to which agreement second party specifically subscribes.

B. It is distinctly understood and agreed between the parties that the tenure of membership of second party is limited to one year and that no oral agreement or understanding has been made to limit or define this clause. It is further understood and agreed that in event of breach

of default by second party of this contract or because of misconduct on the part of second party at the discretion of the governing body or of the trustees, the membership of second party maybe [sic] terminated at any time and that this contract may be revoked because of said misconduct.

C. It is understood that certain dependents in the families of second party, which may include a wife and/or children, agree to work on the farm at any reasonable task assigned them by first party or those acting under his direction, providing that their health permits. The names of such members and the minimum time they agree to work during the year 1937 are affixed to this contract and made a part thereof.

D. It is further understood and agreed that second party is a candidate for membership in a more permanent cooperative organization which the trustees are to set up, and that his fitness for membership in this organization is to be determined in part by his conduct this year. It is distinctly understood however, that this foregoing stipulation is an expression of intention and is in no wise an inducement or a consideration for mutual covenants herein. With this expression of intention in mind the first party agrees to issue certificates indicating the pro rata share of the second party in the net appreciation of the farm during 1937 due to labor of the members and in payment on capital investment as provided above. This share will be determined on the same basis as the distribution of profits. It is the intention of the trustees to issue a memorandum of this amount to members as are retained, as members of the new organization and a record of total shares in this value maybe kept, and that they may participate in any cash returns that may eventually be made by the permanent organization on the basis of his contribution to the above mentioned values. It is distinctly understood and agreed, however, that second party has no claim, on the basis of this contract, to any other considerations whatever except the distribution of the years income as provided above.

It is furthermore distinctly understood and agreed between the parties that first party may sell the products of the farm through Cooperative marketing agencies in his district, and that crop remaining unsold, as of January 1, 1938, will be appraised at a fair [sic] market value and a distribution of profits made will be paid second party on the basis of said estimate.

No person under twelve years of age shall be permitted to perform field work. First party agrees to permit

organization of a farm tenant union and agrees not to discriminate against any member because of such affiliation.

First party agrees to advance second party the sum of _____ per month from the ___ day of _____ to the _____ day of _____ or at first party's direction he may advance as a loan a sum equivalent to 2/3 of the net value of the income of second party's distribution over each working day, with the understanding that all remaining income shall be paid at the end of the year. It is understood that first party shall be the sole judge of said net income as set out in preceding paragraphs of this agreement.

It is understood that at the request of second party first party will provide necessary funds for improvements on the house occupied or to be occupied by second party and that first party reserves the right to determine the necessity of such repairs. It is understood however, that should second party not remain a member of Producers Cooperative that first party will refund to second party any amount deducted from income of second party and advanced for the improvements of said house. It is understood that first party will provide second party with a house, rent free, kind and character generally in use on the Delta Cooperative Farm, which shall include all necessary screens and sanitary facilities now in use on the farm.

In witness whereof the parties hereto have affixed their hands and seals at Hillhouse, Bolivar County, Mississippi, this the year and date heretofore stated.

WITNESS

FIRST PARTY

Source: The original of this document resides in "Delta Cooperative Farm Records, 1936-1966," box 1, folder 7, Mississippi Valley Collection #13, University of Memphis Libraries.