

# UC Davis

## UC Davis Previously Published Works

### Title

Predatory Lending, Contract House Sales, and the Blues in Chicago: Eddie Boyd's "Five Long Years" and Muddy Waters' "You Can't Lose What You Ain't Never Had"

### Permalink

<https://escholarship.org/uc/item/0vn0c02f>

### Journal

The Journal of American Culture, 40(2)

### ISSN

1542-7331

### Author

Simon, Julia

### Publication Date

2017-06-01

### DOI

10.1111/jacc.12711

Peer reviewed

# Predatory Lending, Contract House Sales, and the Blues in Chicago: Eddie Boyd's "Five Long Years" and Muddy Waters' "You Can't Lose What You Ain't Never Had"

*Julia Simon*

In support of an argument for reparations for African Americans, Ta-Nehisi Coates cites the scandal of contract house sales in Chicago. Coates seeks to begin to address the wrongs and injustices of history and initiate a "national reckoning that would lead to spiritual renewal." In the course of his argument, he narrates the story of Clyde Ross, a migrant from Clarksdale, Mississippi, who purchased a home "on contract" in North Lawndale on Chicago's West Side in 1947. Ross's story is typical of hard-working black migrants who fled the Jim Crow South, only to be ensnared in predatory lending schemes in a maximally segregated urban landscape in Chicago.<sup>1</sup>

Blues lyrics are notoriously laconic, more suggestive and associative than narrative in nature.<sup>2</sup> Despite the fragmentary quality of blues lyrics, meaning depends in part on the indirect invocation of historical contexts that condition both the form and the content of the blues. In the case of

the Chicago blues, knowledge of the history of the use of installment land contracts or contract house sales enables a richer understanding of the demands for justice as they are articulated in the genre. Specifically, Eddie Boyd's "Five Long Years" (J.O.B. 1007, 1952) and Muddy Waters' "You Can't Lose What You Ain't Never Had" (Chess 1865, 1964)—songs by two other migrants from the Clarksdale area who relocated to Chicago—resonate with meaning against the backdrop of predatory lending. In particular, these songs capture the complexity of the emotional response to the realization of having been the victim, and in some sense the willing victim, of racialized predatory lending. For many transplanted Mississippians, the contract house sale must have seemed like an all-too-familiar form of immobilization and disenfranchisement enforced through the creation of debt. The exploitation and dispossession created by contract house sales in

---

Julia Simon is Professor of French at the University of California, Davis, and author of *Time in the Blues*, forthcoming from Oxford University Press.

Chicago very nearly paralleled the exploitative forms of contracts employed in sharecropping arrangements to incur and perpetuate debt, which caused these migrants to flee the South in the first place.

## Racially Segregated Housing in Chicago

In the first two decades of the twentieth century, racial boundaries between neighborhoods took shape in Chicago with the use of restrictive covenants to bar white owners from selling to anything but white buyers, increasingly concentrating African Americans in specific geographical areas.<sup>3</sup> As Allan Spear argues, in the 1910s “the development of a physical ghetto in Chicago, then, was not the result chiefly of poverty; nor did Negroes cluster out of choice. The ghetto was primarily the product of white hostility” (Spear 26). By the time of the First World War, when African-American migration north increased because of the opening of better paying jobs due to the wartime demands of industry, the lines of the “black belt” in Chicago had already been established. As more migrants moved north seeking employment, the racial boundaries in housing remained fixed and grew even more entrenched. St. Clair Drake and Horace R. Cayton estimate that the black population in Chicago increased by more than 43,000 during the Depression (Drake and Cayton 88). Restrictive covenants and white hostility continued to hem in the growing population. By the 1940s, housing conditions on the South Side were deplorable. Citing remarks made by the Chairman of the Chicago Housing Authority at the 1944 Mayor’s Conference on Race Relations concerning conditions in the black belt, Drake and Cayton estimate that “In 1939 there was an excess population of 87,300 persons, measured by citywide standards of density. Since then an estimated 60,000 or more persons have moved into the area to accentuate an already bad condition” (Drake and Cayton 201).

The de facto segregation produced and enabled differential rents across the city. Arnold R. Hirsch, describing the period during and after the Second World War, writes that

Rents in black areas ranged from 15% to 50% higher than that paid by whites for similar accommodations, the Illinois Inter-Racial Commission wrote in 1944. *The difference was especially great, they added, in areas just beginning the process of racial succession.* By 1960, even after a decade of new construction, the rents paid by blacks were still 10–25% higher than those paid by whites for equivalent shelter. (Hirsch 29, emphasis added)

Hirsch’s penultimate sentence references the result of the pressures of segregation and a continually growing population: African Americans began to settle in communities bordering the black belt.

As African Americans began to acquire the financial means to purchase homes, they faced multiple obstacles. The history of segregation, enforced by restrictive covenants, limited available real estate and created a dual market.<sup>4</sup> The segregated housing market was also supported by financial and insurance institutions that engaged in a practice called “redlining” that created further roadblocks to African-American home ownership. As Beryl Satter explains,

Appraisers ensured segregation through their property rating system. They ranked properties, blocks, and even whole neighborhoods according to a descending scheme of A (green), B (blue), C (yellow), and D (red). A ratings went to properties located in “homogenous” areas—ones that (in one appraiser’s words) lacked even a “single foreigner or Negro.” Properties located in neighborhoods containing Jewish residents were riskier; they were marked down to a B or C. If a neighborhood had black residents it was marked as D, or red, no matter what their social class or how small a percentage of the population they made up. These neighborhood’s properties were appraised as worthless or likely to decline in value. In short, D areas were “red-lined,” or marked as locations in which no loans should be made for either purchasing or upgrading properties. (Satter 41–42)

Redlining eliminated the possibility of obtaining a conventional mortgage for the African-American buyer because of the lack of availability of mortgage insurance, even through the Federal Housing Administration.<sup>5</sup> Unscrupulous real estate agents and other speculators exploited the gap between the needs of African-American

buyers and the lack of available conventional forms of funding and housing stock. Using a combination of scare tactics to obtain houses at relatively low prices and usurious contracts, speculators created conditions of exploitation.

Neighborhoods adjacent to the black belt on the South and West Sides were targeted by speculators who used a variety of “blockbusting” tactics, including attempting to create “panic” by having African Americans frequent businesses, parks and generally give the impression that they were moving into the neighborhood, in order to induce bigoted white homeowners to sell (Satter 70–71, 111–13).<sup>6</sup> The speculators purchased the properties sometimes at fair market value and sometimes at discounted prices and then turned around and resold them to African Americans for an inflated price.<sup>7</sup> Because conventional financing through a mortgage from a bank or savings and loan was unavailable, African Americans entered into “contract sales” or “installment land contracts.” Under these agreements, buyers put down a cash sum and financed the remainder through a loan from an investment company that was usually a front for the speculator. The terms of the contract sale provided that equity in the home did not accrue to the buyer until the entire amount of the loan was paid in full, meaning that property ownership remained with the speculator. Furthermore, if one payment was missed, the buyer-tenant could be evicted.<sup>8</sup> In addition to the inflated sale price, hidden fees were often tacked on, sometimes at the time of the sale and often subsequently, in the form of “required repairs” paid for by the buyer-tenant, in order to force default and enable eviction (Satter 38, 58). Evictions were easy to obtain under Illinois law until a ruling in 1970 changed practices. Prior to that time, the only two criteria considered relevant in an eviction hearing were “Did you receive the notice? and Did you make the payment?” (Satter 57). Buyers lost their down payments, as well as all subsequent payments made on the loan—their entire investment in the property—enabling speculators to turn around and resell the property for pure profit.

Property plays a pivotal role in the exploitation and dispossession of African Americans who fell victim to predatory lending schemes in Chicago. Contract sales blocked the accrual of equity in real property, even as payments were made. Hidden fees, in the form of additional insurance or repairs, required because of building code violations, padded the already inflated payments made on loans for overpriced property financed at high interest rates, precipitating default and eviction. In the end, home ownership was denied and speculators grew wealthy by “baiting” African-American homebuyers with the ever-elusive promise of owning real property.<sup>9</sup>

---

## **Debt in the Chicago Blues: Eddie Boyd and Muddy Waters**

---

The Great Migration saw over six million African Americans leave the South and travel to all areas of the country over a period of 60 years (Wilkerson 9). Chicago saw an explosion in its African-American population beginning in the 1910s. Taking advantage of the north-south railroad lines, many Mississippians moved to Chicago: “By 1930, the largest population of Mississippians outside the state was in Chicago” (Gordon 67). Like tens of thousands of other migrants, Eddie Boyd and Muddy Waters made the journey north from the Mississippi Delta to Chicago. Like others, they sought to escape the lack of opportunity, as well as the oppression, exploitation, and injustice that characterized the Jim Crow South. However, they were also motivated by the desire to succeed as musicians and have the opportunity to record (O’Neal and van Singel 159, 229). Boyd and Waters knew each other as children, having grown up on Stovall Plantation, a large sharecropping plantation north of Clarksdale (O’Neal and van Singel 177, 229). While Boyd moved from Stovall to Memphis and eventually on to Chicago in 1941 (O’Neal and van Singel 232–33), Waters changed trains in

Memphis without stopping and continued straight through to Chicago in 1943 (Gordon 68).

Although they knew each other as children and were related (likely as cousins), Boyd and Waters did not travel in the same circles nor play the same style of blues in Mississippi. While Boyd developed a modest and restrained piano style influenced by Roosevelt Sykes and Leroy Carr, matched with a sophisticated vocal style, Waters learned Delta style guitar from Son House and performed in the local Clarksdale circuit (O'Neal and van Singel 160). These differences were magnified in Chicago, where each evolved a distinctly different version of urban blues. While Waters famously pioneered the "Chicago blues" sound—with an ensemble featuring himself on slide guitar, a rhythm guitarist, a bassist, drummer, pianist and harmonica player and a signature braggadocio persona with a powerful vocal delivery—Boyd's urban style prominently featured the piano, accompanied by tenor saxophone, guitar, bass and drums, and a smooth vocal style with subtle melismatic ornamentation.<sup>10</sup> In spite of these stylistic differences, their performances retained themes and traditions originating in the Delta.

Blues songs from the Delta candidly and openly discuss sexual matters, domestic violence, infidelity, alcoholism, addiction, and prison time, to name a few of the taboo subjects, but almost never directly reference racial segregation, oppression or violence. These themes, and particularly the articulation of a counterdiscourse of struggle and resistance, dwell as a kind of latent content behind the surface meanings that largely revolve around love relations. Most often racially charged themes, such as exploitative or abusive relations between black people and white people, are indirectly represented in terms of male-female relationships. In other words, rather than perform a song about a white man taking financial advantage of a black man, the economic exploitation is recast as a woman taking advantage of a hard-working man. The interpretation of the song ultimately relies on the listener's ability to decode the latent message of the song. The audience's ability to hear messages beneath the surface content relates directly to the blues' status as what James

Scott dubs a "hidden transcript": a form of discourse "that represents a critique of power spoken behind the back of the dominant."<sup>11</sup> Audiences for both live performance and recordings of the blues were almost exclusively African American until the 1960s, although the means of dissemination, particularly of recorded music, relied on the intermediary of predominantly white-owned record companies. Although on the surface most blues songs are about failed relationships and cheating lovers, given the context of origin of the genre in the Jim Crow South and its dissemination to an African-American public, it is important to dig deeper.<sup>12</sup> Cheating and exploitative lovers double for cheating and exploitative white-dominated society.<sup>13</sup> Consistent with this coding established in the Delta, the urban blues of Chicago also most often represents exploitation in terms of male-female relations.

Interpretive claims about the ways in which historical and material conditions are reflected in aesthetic productions are necessarily speculative. Particularly in the case of the blues, in which a subjugated minority makes veiled accusations against a dominant culture in forms such as recording and public performance that are mediated by the dominant culture, meanings accrue beyond the superficial in complex ways. Because the blues represents a form created by African Americans and addressed to African Americans, it enables the encoding of demands for justice behind surface content designed to mask other meanings. An interpretive strategy attuned to the historical context of production seeks to attend to the potential for the target audience's understanding of layers of meaning in songs. African Americans in Chicago would no doubt make the connection between forms of exploitation and abuse created by economic, social, and political conditions and those occasioned by love relationships. In other words, they would recognize the similarity of the underlying subjective experience of victimization that the lyrics and musical settings suggest. For an audience that had been listening to the blues for decades, the polysemic themes and indirect forms of articulation would

communicate a powerful message related to historical circumstances.

An outstanding example of this type of coding is Eddie Boyd's "Five Long Years" (J.O.B. 1007, 1952). The lyrics recount a story of betrayal after significant emotional and financial investment. The opening verse and refrain establish the dialogic context of the song. The singer discloses to a seemingly sympathetic second party his betrayal by a woman for whom he worked "five long years":

If you ever been mistreated, well, you know just what I'm talking about.

If you ever been mistreated, you know just what I'm talking about.

I worked five long years for one woman, then she had the nerve to put me out.

The musical setting is ominous from the outset: a descending line of piano trills is accompanied by heavy bass drum, setting the tone for frustration and disappointment. The saxophone fills are soulful and crowd the vocal at the beginning of the A' line, creating a feeling of being hemmed in and without room to maneuver. Half-step slides on a ninth chord in the guitar at the opening of many lines contribute to the overall sense of the inevitability of despair. As the story unfolds, the protagonist/narrator establishes his loyalty to the woman expressed through his hard work and his having turned over all of his pay to her:

I got a job in a steel mill, trucking steel like a slave.

Five long years every Friday, I went straight back home with all my pay.

The emphatic triplet fills of the saxophone that begin before the end of the B line in this verse underscore the financial betrayal that accompanies the emotional one. Working and paying steadily and faithfully, the man assumed he was building toward a future, making an investment in a relationship on which he could depend.

According to Boyd's own account of the origins of the song, the betrayal on investment in part reflects his soured relationship with Lester Melrose, a producer with RCA Victor. In an extended interview that Boyd gave to Jim O'Neal

and Amy van Singel for *Living Blues* in July 1977, he recounts how Melrose cheated him out of royalties in his contract with RCA Victor, paying him only "one-fourth of one cent" (O'Neal and van Singel 247). After he stopped recording for Victor, his treatment at the hands of Leonard Chess was no better. Boyd asserts that Chess preferred to release and support Muddy Waters' recordings, rather than his own (O'Neal and van Singel 250). Growing "tired of all this kind of stuff," he got a job at "Harris-Hub Bed & Spring," a steel mill located in Cicero, Illinois. Boyd claims, "About "Five Long Years": I never wrote down one word of that tune, and the rhythm come from the sound of that power brake machine I was running" (O'Neal and van Singel 251). Boyd eventually recorded the song by paying both the studio fee and session pay for the musicians out-of-pocket and having Joe Brown of J.O.B. records release it, thereby attempting to maintain control over the rights to the song and royalties (O'Neal and van Singel 251). He invested his savings from more than four years working at the steel mill in such a way that he could not be cheated out of the fruits of his artistic and manual labor.

Interpreted in the light of his recording contract and Boyd's efforts to maintain ownership over this song, the lyrics reveal a level of interpretation beyond the failed love relationship: a denouncement of the unscrupulous business practices of the producers who cheated artists out of the rights to songs and royalties. Artists often received minimal session pay and were at the mercy of their producers for future returns on the investment of their labor. Read through this lens, the woman in the song stands for people like Lester Melrose and Leonard Chess, along with countless others, who took advantage of artists' naiveté and exploited their talent for their own profit.<sup>14</sup> Their power and influence reached beyond the confines of the recording studio and production companies. As Boyd explains in the interview, the Chess brothers also owned a club and a radio station and would even pay off deejays not to play cuts from competing studios.<sup>15</sup> Their influence in the Chicago music scene, but more significantly

their reach across the country, ensured that artists were at their mercy. “Mistreatment” can only be understood as understatement of the unconscionable abuse in this commercial context. The artist puts in “five long years” working for a studio without anything to show for it.

The abuse by record producers who drove Boyd to work in a steel mill in order to be able to be self-financing represents a first hidden level of meaning in the song. However, pushing further, the lyrics also suggest the exploitation of house contract sales. The invocation of steady payments, made on time, for a period of years, only to be “put out”—evicted without any equity or capital—represents an unmistakable parallel to the housing contract. Indeed, the specific repeating reference to being “put out” in “Five Long Years” resonates more fully with the housing situation than with the exploitation of the recording contract, particularly for a black Chicago audience very familiar with eviction and financial destitution.<sup>16</sup>

While the narrator/protagonist imagines a better outcome someday in the future—“The next woman that I marry, she gotta work and bring me the dough”—the song nonetheless ends with a variation on the refrain:

I been mistreated, you know what I’m talking about

I worked five long years for one woman, then she had the nerve to put me out.

More than the exploitative recording contracts, the emphasis on mistreatment and the “nerve” to put someone out parallels the communal experience of the African-American homebuyers in Chicago, 85% of whom bought on contract (Satter 4). Very, very few managed to attain ownership of their homes. Even those who did, found themselves surrounded by slums on the South and West sides. The buildings in these neighborhoods were sold and resold on contract by speculators who turned them over through eviction. Eventually, they were gutted of all furnishings and left to rot and decay. The hard-won investment of the few families who managed to own property depreciated with the urban decay of the surrounding area.<sup>17</sup>

The refrain’s insistent address to the listener, “you know just what I’m talking about,” projects the pain of having been duped and exploited onto each individual in the audience and, in so doing, creates the possibility of a bond among those who have been victims. Indeed the force of the “if” that introduces the conditional line, “if you’ve ever been mistreated,” diminishes with the repeated assertion, making it seem as though everyone who hears the line can relate. It is not a matter of “if” you have been mistreated in this community, because we have all been mistreated. The repetition of the refrain underscores the commonality of the experience, again pushing the meaning beyond the mistreatment Boyd suffered at the hands of unscrupulous record producers, and toward a more generalized form of mistreatment that lures victims in with contractual arrangements that only enable fuller exploitation. The projection onto the audience of self-recognition in the tale being recounted not only enlists their sympathy but also enables the constitution of a community of sorts: a community composed of victims who believed themselves to be isolated and without allies in their suffering, now recognizing their plight in both that of the singer and that of fellow listeners.

Boyd’s “Five Long Years” establishes the emotional pain of betrayal through its representation of a love relationship with strong parallels to the financial betrayal of installment land sales. I now turn to Muddy Waters’ 1964 recording of “You Can’t Lose What You Ain’t Never Had” (Chess 1865, 1964) to explore further the lure of property ownership and the mechanisms of betrayal and deceit, as practiced in the segregated Chicago housing market. For the majority of those able to save up a down payment, the bait of home ownership led to inescapable “voluntary” debt and disenfranchisement.

Muddy Waters himself managed to purchase a two-flat in 1954 at 4339 S. Lake Park Avenue on the South Side of Chicago in the North Kenwood neighborhood. At the time, the neighborhood—north of Hyde Park and east of South Cottage Grove Avenue—would have been in the final stages of “transition.” According to census data

from 1940, the area was less than 5% African American prior to World War II, whereas by 1950, it was 40–100% African American (Hirsch 6–7). Biographer Robert Gordon maintains that Leonard Chess’s attorney, Nate Notkin, assisted Waters with the purchase of the house (Gordon 125).<sup>18</sup> The likelihood is that Waters benefited from connections with the Chess brothers to escape a contract purchase and was able to stay in the house for twenty years before he moved to suburban Westmont. However, given the ubiquity of contract sales and evictions on the South and West sides, he was no doubt familiar with the plight of many African-American families attempting to own property in the city.<sup>19</sup> The song ably summarizes in its multivalent and polysemic refrain the truth of contract sales: “Well, you know, you can’t spend what you ain’t got, you can’t lose what you ain’t never had.”

Consistent with the pattern of coding economic relations as amorous ones, after the artist’s signature instrumental introduction, the protagonist/narrator addresses an audience of listeners to evoke a lost relationship with some pathos in his voice, but an equal measure of characteristic Muddy Waters bravado and swagger. The instrumental accompaniment employs prominent piano fills set against a heavy shuffle rhythm punctuated by triplets. The musical tone is playful and almost upbeat, rather than despondent or sad, accentuated by Otis Spann on piano and reinforced by the staccato stand-up bass work of Willie Dixon and the snare work of Francis Clay. The lyrics assert and then undermine the seriousness of their content by using clichéd language addressed to an audience presumed to be familiar with such stories: “Oh, you know, I once had a pretty, little girl, I lose my baby, ain’t that sad.” The “ain’t that sad” tag at the end of the line undercuts the particularity of the suffering and presents a common phrase to sum up what can only be imagined to have been a painful situation. Presented in this way, with the combination of mock seriousness and bravado, and accompanied by playful musical moves, the story is at once serious and not so serious, a winking nod to the audience that they have heard such stories before.

The second verse moves from the lost love relationship to lost money: “I had money in the bank, I got busted, boys, ain’t that sad.” The cause of the loss remains indeterminate, but financial ruin is described with the same phrase as romantic loss: “ain’t that sad.” The audience of listeners (“boys,” “you know”) is called on and is able to identify with the loss precisely because of the lack of determinacy. Presumably the listeners have directly experienced or know someone who has suffered a similar kind of loss. The same playful, almost exuberant triplet fills and chromatic slides of Spann and echoed in the guitar that punctuated the first verse are repeated here to reinforce a light-hearted resignation to circumstances. The A’ line shifts from “ain’t that sad” to “ain’t that bad,” a clichéd judgment, evoking both a plea for sympathy and a condemnation of conditions that would cause such a loss. The replacement of “sad” with “bad” only slightly shifts the emotional call of the narrator/protagonist to the audience: the audience is asked to move from sympathetic feelings over lost savings, toward some kind of moral judgment about losing money saved. The clichéd nature of the phrase, “ain’t that bad,” simultaneously calls for the audience to not only condemn the forces that caused the loss but also arrests strong feeling because of the repetitive use of the phrase. “Ain’t that sad” and “ain’t that bad” form a literal refrain that seems to erode any depth of meaning and block emotional investment on the part of listeners beyond the superficial. The verse paradoxically asserts, “feel sorry for my loss and condemn the forces that caused it,” and, at the same time, “but understand that these things happen.”

The slide solo between the second and third verses is sparse and playful, with moves echoed at times by the piano and snare, but backed with a steady, heavy shuffle in the bass and drums. The overall effect is one of restraint that reinforces the emotional restraint of the vocal delivery. Like a second voice, the slide guitar controls emotion in spite of difficult circumstances. This instrumental bridge of sorts prepares for the final verse that explicitly introduces the theme of real estate property to the list of losses: “I had a sweet, little



home, it got burnt down, boys, ain't that sad." Waters' reference to the home burning down evokes the practice of many unscrupulous speculators who, when faced with a property that had been bought and resold numerous times, and had deteriorated to the point of being no more than a hulking shell without wiring, plumbing, fixtures or windows, often resorted to arson to collect insurance money on otherwise worthless properties (Satter 334–37, 344).<sup>20</sup> Arson struck often, sometimes killing tenants in buildings without proper fire escapes, leaving a smoldering mess in the slums, but allowing landlords to further capitalize on their investments.

The A' line of the final verse shifts from the loss of the home to the protagonist/narrator's self-reflection: "Oh, you know, it was my own fault, people, ain't that sad." This strange shift to self-reflection on the part of the singer is nonetheless consistent with the overall tone of the song: matter-of-fact acceptance and resignation about the situation of loss. Here, the protagonist/narrator blames himself for the circumstances and, seemingly, for the loss of the property to fire. But this line encapsulates and expresses a significant aspect of the conflicted response to victimization: the victim blames himself for his situation. African-American homebuyers, exploited by the conditions of a dual, segregated market and redlining practices, nonetheless often blamed themselves, rather than speculators and financial institutions, for their losses. The Contract Buyers League that attempted to organize a group of homebuyer-victims for two class action suits filed in the 1960s met with resistance on the part of homebuyers who were reluctant to admit that they had purchased on contract (Satter 251, Seligman 159). The shame and recrimination to which victims of predatory schemes subject themselves often block collective action by causing victims to feel responsible for and ashamed of their predicament. They will not talk about what happened to them to anyone else, denying the conditions for the possibility of collective engagement. Read in the context of contract house sales, the line articulates a common form of self-blaming and self-victimization that only compounds the situation. Waters' deft use of

the same formulaic insertions of the two prior verses, "you know" and "ain't that sad," pushes back against this isolation of victims and reaches out to a victimized collectivity. Yet, at the same time, the line's recitation of familiar phrases downplays the seriousness of its assertion. We recognize not only a victim blaming himself but also paradoxically reaching out to other victims, while we also perceive someone attempting to take the loss in stride by reiterating familiar phrases. Parallel to Boyd's "you know just what I'm talking about," Waters' lyrical moves here gesture out toward the possibility of communal response, as opposed to isolated individual suffering.

The final pronouncement of the refrain: "Well, you know, you can't spend what you ain't got, you can't lose what you ain't never had," now feels pregnant with meaning in its concise summary of the situation. The ironic articulation of "you can't lose what you ain't never had," a tautology on its surface, contains a message about contract sales: payments never purchased anything. Equity was never accumulated, so there can be no loss. Read in this light, the song's ironic and painful meaning resonates through the bravado and playfulness and seems to encourage the audience to accept things as they are. Whether or not the song can make anyone feel better, it courageously confronts reality with resignation, acceptance and joyful, musical play. The signature final instrumental tag of the song punctuates it with an almost mocking, "I told you so," moral. If you cannot laugh at this reality, what other choice do you have?

Debts incurred through contract house sales and installment plan purchases are, in some sense, voluntary. Muddy Waters' articulation of self-blame underscores the "voluntary" aspect of the indebtedness in its self-accusatory gesture. But this articulation of self-blame also ironically negates itself by implicitly pointing the finger at the system that creates the conditions for unconscionable contracts that exploit a segregated market through the use of institutional forms of racism for financial gain. Speculators in Chicago manipulated unfair advantages caused by systemic

racial discrimination to inhibit the meaningful accumulation of equity in the form of a home. In the segregated North, property ownership is not only stymied but also used as a lure to impose debt. Under these conditions, the “voluntary” aspect of the assumption of debt grows increasingly difficult to maintain, given the lack of agency and power of those caught in the system.

Lurking beneath the surface of love relations in Eddie Boyd’s “Five Long Years” and Muddy Waters’ “You Can’t Lose What You Ain’t Never Had” are powerful indictments of house contract sales, installment purchases and predatory recording contracts in Chicago. Their representations of the psychological dynamics of victimization and self-blame ultimately call out for collective action. Although represented under the guise of amorous relations, their messages cut through the individualization of debt and address an audience of listeners familiar with the feelings expressed, helping to create a sense of communal victimization and common loss. In this respect, their articulation of a collective plight represents a necessary step toward a collective demand for justice. These Clarksdale, Mississippi, natives—like Clyde Ross profiled in Coates’ call for reparations—concisely articulate the complex psychological dynamic that attends predatory lending and, in so doing, create the possibility of a communal form of action, a necessary condition for any successful demand for reparations.<sup>21</sup>

---

## Notes

---

1. Coates highlights the fact that the victims of these schemes were not poverty stricken, but rather those who saved enough to attempt to purchase a home, in other words, upwardly mobile African Americans.

2. For a detailed discussion of the construction of narrative in blues, see my *Time in the Blues* (Oxford University Press, 2017), chapter 4.

3. Allan H. Spear documents the growing concentration of African Americans in specific geographical areas of Chicago beginning in the 1910s. Using census tract data, he traces the creation of a segregated African American population from 1890 until 1920. See Spear, *Black Chicago*, esp. 11–27. See also Amanda I. Seligman’s account of

the emergence of segregation after the Chicago fire in *Block By Block*, 14–37.

4. The 1948 Supreme Court Ruling in *Shelley v. Kraemer* rendered restrictive covenants unenforceable because they were judged to be unconstitutional. See Hirsch, *Making the Second Ghetto*, 16, 30 and Drake and Cayton, *Black Metropolis*, 113, 184. The Chicago Real Estate Board (CREB) also colluded to enforce segregation, see Seligman, 153–54.

5. According to Satter, Title VI of the Civil Rights Act of 1964 “exempted... loan or mortgage insurance programs underwritten by the federal government. ... [T]he Federal Housing Administration’s mortgage insurance programs did not need to comply with nondiscrimination laws,” (Satter 192). The FHA became part of the Department of Housing and Urban Development (HUD) in 1968 under Lyndon Johnson, ending discrimination in loan insurance.

6. The ruling by United States District Court Judge Hubert L. Will in the 1969 suit, *Contract Buyers League, an unincorporated voluntary association, et al. v. F & F Investments*, cites the allegations of the plaintiffs concerning blockbusting: “The complaint asserts that some of the defendants engaged in what is popularly known as “blockbusting,” that some of the defendants stimulated and preyed on racial bigotry and fear by initiating and encouraging rumors that negroes were about to move into a given area, that all non-negroes would leave, and that the market values of properties would descend to “panic prices” with residence in the area becoming undesirable and unsafe for non-negroes. The complaint thus charges not only that defendants exploited the existing condition of *de facto* segregation, but that by prompting and encouraging a stampede of white sellers, some defendants extended and developed the underlying inequity of segregation that was the breeding ground for their discriminatory profit.” See also Seligman’s discussion of “blockbusting” tactics (154–57) and her critique of the term (161–62).

7. According to John R. MacNamara, who worked with the Contract Buyers League to seek justice for victims of predatory lending in the 1960s, the mark-ups between the price paid by speculators to white owners and the price charged to African-American buyers ranged from 50% to 175% (MacNamara 4). Satter cites an average of 76.8% mark-up in the West Side Contract Buyers League case filing (Satter 350), while Seligman cites a range from 34% to 114% (Seligman 157–58).

8. Loan interest rates were often the maximum allowed under Illinois law, 7% (MacNamara 3).

9. The failure to redistribute property at the end of the Civil War finds its echo in the difficulty of enforcing sections of the 13th Amendment to the Constitution, the 1866 Civil Rights Act and Section 1982 of Title 42 of the United States Code with respect to African-American property ownership. The United States Supreme Court case, *Jones v. Alfred H. Mayer*, interpreted the 13th Amendment to prohibit “all racial discrimination, private as well as public, in the sale or rental of property.” Plaintiffs in the Contract Buyers Cases used this ruling to attempt to expand the understanding of discrimination to include cases in which differential treatment of whites and blacks was not easily demonstrated. See Satter, 276–77, 279, 321–22, 328; and “Discriminatory Housing Markets, Racial Unconscionability, and Section 1988: The *Contract Buyers League* Case.”

10. Although “Five Long Years” is classified as Chicago blues, the ensemble more closely matches Memphis style. The song remained number 1 on the *Billboard R&B Chart* for seven weeks in 1952 (Erlewine, Bogdanov, Woodstra and Koda 50).

11. Scott, *Domination and the Arts of Resistance*, xii. See also R. A. Lawson’s discussion of the long-running debate in blues scholarship over whether the blues are “accommodationist” or articulate a form of “protest” (Lawson 11–17).

12. For a fuller treatment of the Jim Crow South as site of origin of the blues as a genre, including the coding of exploitative relations, see my *Time in the Blues*, especially chapter 2.

13. Clever lexical borrowings and metaphors aid in the decoding of the underlining messages. In the case of mortgages and liens, this vocabulary appears in lyrics to describe love relationships. Some examples of this technique include, Robert Johnson, "Traveling Riverside Blues," Peter Chatman (Memphis Slim), "Lend Me Your Love," Sleepy John Estes, "Poor John Blues" and "Drop Down Mama," Tommy McClennan, "Brown Skin Girl" and Joe Williams, "Meet Me Around the Corner."

14. See also Charles Keil's scathing account of contracts and practices at Chess Records, (Keil 80–86).

15. Nadine Cohodas corrects the record on the widely repeated assertion that the Chess brothers owned several clubs, stating that they owned several independent entities at different times (Cohodas 15, 16). The Chess brothers also engaged in "payola," but documented the payments for tax purposes, avoiding legal prosecution (Cohen 134–37).

16. The Chess brothers indulged in the same kinds of practices, financing houses and cars for artists and making "payments" out of their royalty checks without disclosing their books (Cohen 150–1). Boyd even alleges that Chess got Cadillacs at a discount, yet charged the artists full price, deducting payments out of their fees (O'Neal and van Singel 263–64). Since Chess held title on the cars and houses, they could certainly repossess property through seizure and eviction at any time.

17. Dalton Conley argues that unlike other forms of property, the value of housing is directly affected by the surrounding area: "The value of the neighbor's property directly affects one's own economic fortunes—manifested in the price of one's own home" (Conley 16).

18. Boyd's account of Chess's practices with houses and cars corroborates the idea that Waters received special treatment. Keil asserts that Waters was not under contract with Chess because of paternalism (Keil 82). Cohodas affirms the lack of contract and likens payments that he received to an allowance rather than a salary (Cohodas 4).

19. Gordon claims that Waters got tips on vacant apartments and often salvaged furniture and appliances left behind because of his friendship with Dan Jones Sr., a fellow migrant from Stovall (Gordon 72), a connection that likely made him familiar with evictions.

20. Satter notes that one of the speculators named in the West Side Contract Buyers League case, Al Berland, was convicted of arson (Satter 361).

21. Roy L. Brooks outlines the legal argument for "unjust enrichment" (*quantum meruit*) claims in the context of reparations for slavery and Jim Crow (Brooks 101).

Chatman, Peter. (Memphis Slim). "Lend Me Your Love." Bluebird B9028, 1941.

Coates, Ta-Nehisi. "The Case for Reparations." *The Atlantic.com*, Atlantic Monthly Group, June 2014.

Cohen, Rich. *Machers and Rockers: Chess Records and the Business of Rock & Roll*. Atlas, 2004.

Cohodas, Nadine. *Spinning Blues into Gold: The Chess Brothers and the Legendary Chess Records*. St. Martin's, 2000.

Conley, Dalton. *Being Black, Living in the Red: Race, Wealth, and Social Policy in America*. U of California P, 1999.

"Discriminatory Housing Markets, Racial Unconscionability, and Section 1988: The *Contract Buyers League* Case." *The Yale Law Journal*, vol. 80, no. 3, Jan. 1971, pp. 516–66.

Drake, St. Clair, and Horace R. Cayton. *Black Metropolis: A Study of Negro Life in a Northern City*. Harcourt, Brace and Co., 1945.

Erlewine, Michael, Vladimir Bogdanov, Chris Woodstra, and Cub Koda, Eds. *All Music Guide to the Blues*. Miller Freeman Books, 1999.

Estes, "Sleepy" John. "Drop Down Mama." Champion 50048, 1935.

—. "Poor John Blues." Victor V38628, 1930.

Gordon, Robert. *Can't Be Satisfied: The Life and Times of Muddy Waters*. Little, Brown, 2002.

Hirsch, Arnold R. *Making the Second Ghetto: Race and Housing in Chicago, 1940–1960*. Cambridge UP, 1983.

Johnson, Robert. "Traveling Riverside Blues," *Robert Johnson: The Complete Recordings*. Columbia, 1990.

Keil, Charles. *Urban Blues*. Chicago: U of Chicago P, 1966.

Lawson, R. A. *Jim Crow's Counterculture: The Blues and Black Southerners, 1890–1945*. Louisiana State UP, 2010.

MacNamara, John R. "The Contract Buyers League: A View from the Inside." *Yale Review of Law and Social Action*, vol. 1, no. 4, 1971, pp. 1–14.

McClennan, Tommy. "Brown Skin Girl." Bluebird B8444, 1939.

O'Neal Jay, and Amy van Singel, eds. *The Voice of the Blues: Classic Interviews from Living Blues Magazine*. Routledge, 2002.

Satter, Beryl. *Family Properties: Race, Real Estate, and the Exploitation of Black Urban America*. Metropolitan Books, 2009.

Scott, James. *Domination and the Arts of Resistance: Hidden Transcripts*. Yale UP, 1990.

Seligman, Amanda I. *Block By Block: Neighborhoods and Public Policy on Chicago's West Side*. U of Chicago P, 2005.

Simon, Julia. *Time in the Blues*. Oxford UP, 2017.

Spear, Allan H. *Black Chicago: The Making of a Negro Ghetto, 1890–1920*. U of Chicago P, 1967.

Waters, Muddy. "You Can't Lose What You Ain't Never Had." Chess 1865, 1964.

Wilkerson, Isabel. *The Warmth of Other Suns: The Epic Story of America's Great Migration*. Vintage, 2011.

Williams, Joe. "Meet Me Around the Corner." Bluebird B8738, 1941.

---

## Works Cited

---

Boyd, Eddie. "Five Long Years." J.O.B. 1007, 1952.

Brooks, Roy L. *Atonement and Forgiveness: A New Model for Black Reparations*. U of California P, 2004.