

Antonovka Land Contract, 1804

Translated from the Russian by Ola Heska

Edited by Rod Ratzlaff

This land contract for a group of 19 Mennonite families is found in Dr. David G. Rempel's "Microfilms of Mennonite Related Documents in the Russian State Historical Archive (RGIA) in St. Petersburg" (<http://www.mennonitegenealogy.com/russia/davidrempe.htm>). The catalog number is Reel 8.2; Fond 383; Inventory 29; File 215; Years 1803-09. Alternatively the reel is listed as Reel No. 8; Fond No. 383; Opis 29; Dielo No. 1212; Request No. 155; Document 34; pages 1-5. Two copies of this document are present in the Rempel films; one written in Polish and a second written in Russian. Both are marked "copy" and I found no indication of the original. The following is a translation of the Russian copy.

The landowner's name given in the contract is Antoni Wyczfinski who was a judge from the city of Kiev. The contracted area is designated as located between Kuniow and Kam'yanka, along the Vilia River. This indicates the approximate location of the village of Antonovka. However, the village of Antonovka is never actually designated as such in the contract. Therefore, one might conclude that the execution of this lease established the village and that the landlord Wyczfinski's given name, Antoni, became the basis for the village name: Antonovka. Many of these settlers are enumerated as residents of Antonovka in the 1816 Revision (census) (http://www.mennonitegenealogy.com/russia/Antonovka_1816_Revision.pdf).

There are 19 Mennonite settlers named in the contract. These 19 can be compared with the Mennonite Immigration from Jeziorka, West Prussia to Volhynia, Russia in 1803 and 1804, compiled by Glenn Penner (http://www.mennonitegenealogy.com/russia/Jeziorka_Immigration.pdf).

Although the 19 names in the contract are given without patronymics, all but 2 of the settlers can be positively identified in GRANDMA with the aid of the above-mentioned Jeziorka Immigration list and the 1816 Antonovka Revision. The standardized Mennonite names with GRANDMA numbers are:

Peter Richert	48322
Andreas Koehn	40854
Peter Buller	32855
Peter Becker , Sr.	31961
Peter Ratzlaff	47881
Johann Jantz	39126
Heinrich Ratzlaff	47730

Andreas Ratzlaff	47731
Samuel Schmidt	58519
George Buller	32851
Jacob Voth	106921
Peter Jantz	39127
Jacob Wedel	32859
Jacob Koehn	40860

Cornelius Unruh	unknown
Peter Schmidt	100193
Peter Becker, Jr.	31996

Jacob Schmidt	412776?
Peter Ratzlaff, Sr.	47729

Translation note: Words in [brackets] are additional comments or words by translator.
Underlinings are letters or words which could not be read.

Rod Ratzlaff 10 June 2016
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Between Antoni Wyczfinski, *Podsędek*¹ in the Province of Kiev, the heir of the town of Kuniow with contiguities on one, - and the Honest Piotr Rychard, Andrzej Kein, Piotr Buller, Piotr Bekier, Piotr Raclaw Senior, Jan Jans, Henryk Raclaw, Korneliusz Unruch, Piotr Szmid, Piotr Beller Jr., Andrzej Raclaw, Samuel Szmid, Georg Bu___, Jakub Woit, Piotr Jans, Jakub Widlim, Jakub Kocht, Jakub Szmid, Piotr Raclaw Sr., Colonists *Olenders*² settling on the inherited estate of Kuniow - on the other side; the following eternal and immutable contract was created in the way described below in the following items:

1. The Honorable Antoni Wiczfinski promises to provide the hayfield called Buzyny located by the Wilia river with the adjacent ploughland which will be measured out by a sworn Surveyor, however many *voloks*³ are located in this place – starting from the gully called Sadzawka to the border of Kamionka, as will be shown in the Survey.
2. The colonists commit to pay five *zlotys*⁴ per each *morga*⁵ of hayfield and four *zlotys* from each ploughland and from each household; and they will make certain to make payments from each *morga* of ploughland as well as the hayfield.
3. The period of tax exemption is set for one year only; and in the second year each colonist will pay the Landlord rent in the amount of 20 *zlotys* per *volok* in the month of November by the Feast of St. Martin⁶. And in the third year on that day and month they should and will promptly pay a general rent of 5 *zlotys* per *morga* of hayfield, and 4 *zlotys* per *morga* of ploughland, deducting each year a third part from the ploughland for a fallow field as it is customary to do.

¹ *Podsędek*: Polish word for judge.

² *Olender*: Term applied to villagers in Polish and former-Polish lands who contracted land leases according to Dutch Settlement Law. Common derivations of the term include *Olędrzy*, *Галеноры*, *Hauländer*, or Hollander.

³ *Volok*: per English Wikipedia (2016); A unit of measurement roughly equal in Polish lands to 44.37 acres. Subdivided into 30 or 33 *morga*, a *volok* was oftentimes a unit upon which taxation was based.

⁴ *Złoty*: Polish unit of currency.

⁵ *Morga* (or *morgen*): per English Wikipedia (2016); A unit of measurement roughly equivalent to .5 – 2.5 acres. A *morga* was an approximation of the amount of land 1 man could till using 1 ox in the space of time of 1 morning.

⁶ Feast of St. Martin: A feast many times celebrated on the Sunday nearest 11 November. This was an important feast which commonly marked the completion of the harvest and the beginning of the winter season.

4. For construction of homes and other farm buildings the Honorable Landlord allows the aforementioned colonists to cut wood not only in the measured out forest but also in other forests in the vicinity of Kuniow, which [the wood] will be marked by a Forester; and these colonists will transport this wood with their own means and at their own cost; above that they will be free to cut down young trees in the measured out forest and osier for building fences.

5. Because the national laws permit this, therefore the Landlord guarantees the Mennonites freedom in exercising their religion without any impediments from anyone and promises to add half a *volok* of land at no charge for the clergyman of this religion.

6. The aforementioned colonists have the right to sell the produce that comes from their land as well as products made with their own hands to anyone, even in the town of Kuniow without having to make any payments.

7. These colonists will be allowed to establish and keep apiaries without paying a tithe or any other payments.

8. If any colonist decides that he no longer wants to live on the land that was measured out to him, he will be allowed to sell his property to anyone that he wants to, leaving on his land a farmer who will be paying rent to the Landlord; however, he should not owe any debts to the government, the Landlord, nor any other particular ones.

9. The Landlord relinquishes the right to any payments for products made by the colonist craftsmen and promises that such payments will never be taken.

10. The Honorable Landlord assures that he will take utmost care that the colonists' homes will never be used to house troops. In regards to taxes to the Treasury that the government will impose on them, the colonists will be obligated to pay them.

11. The colonists will purchase liquor for their needs in no other place but the Landlord's inn and in the place that is set aside for that purpose. Any grist for their own needs they should mill in the mills in Kuniow for a designated fee.

12. All police, government and justice among the colonists will always belong to the Landlord but the Landlord, desiring to lessen his own burden dealing with order and justice in the colonists' settlement, allows the aforementioned colonists to choose one of them whom they will present to the Landlord and who will receive Instructions supplied by the Landlord; and he will represent a wronged colonist before the Landlord.

13. The Landlord solemnly warns that the colonists should not, under any circumstances, cut wood and take it for sale to the towns of Ostrog and Kuniow, otherwise, the person caught with the wood will be forced to pay a fine in the amount of 1 *ruble* in silver per each cart; in addition after the homes are built, which should be done within three years, if they cut down all wood in their own measured out forest, then they should not cut any wood without making a payment

from the forests of Kuniow. Since this contract does not specify the amount of *voloks* of land in the place chosen by the colonists, therefore this contract should apply to the Survey that shall be prepared by the sworn Surveyor in regards to the payment of rent in the amount established above. This free-will contract created with respect to mutual benefits of both parties is accepted by both parties as immutable Law; and both parties commit to adhere to this contract; and to increase its gravity and weight they sign it with their own hands, and agree that it will be entered into the Land Registers of the County of Ostrog. This happened in the town of Kuniow on the 8th of September 1804.

Signatures:

Antoni **Wiczfinski**, *Podsędek* in the Province of Kiev

Peter **Richert**

Andreas **Kejn**

Petr **Buler**

Petr **Bekier** Sr.

Peter **Raclaw**

Johan **Jans**

Henryk **Raclaw**

Korneliusz **Unsyck**

Peter **Szmyt**

Peter **Belcr** Jr.

Andreas **Raclaw**

Samuel **Szmyd**

Jeorgi **Buler**

Jakub **Woyt**

Piotr **Janc**

Jakub **Widlim**

Jakub **Kocht**

Jakub **Szmyt**

Peter **Raclaw**, Sr.

True to the original, Assessor Jakubowski

Created 25 June 2016; HTML by Richard D. Thiessen

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