

Land Contract for Mennonite Colonists Resettling in the Village of Dosidorf, 1848

Translated from the German by Ute Brandenburg
Edited by Rod Ratzlaff

This land contract for a group of 8 Mennonite families comes from the State Archives in Zhitomir, Ukraine; FOND 58, OPIS 1, AKTE 844 (*Дело о переселении колонистов из имения князя Яблоновского в Острожском уезде в слободы Дизедорф*; *The case of the re-settlement of the colonists from the estate of the prince Yablonovsky Ostrogozhsk district in the suburb Dizedorf*). The contract is for land at the village of Dosidorf, which has also been known as Zabara, about 35 miles northeast of Ostrog. The standardized names of the heads of the 8 Mennonite families with GRANDMA numbers and birth years are:

NAME	GRANDMA #	BIRTH YEAR
Heinrich Samuel Schmidt	103244	1814
Heinrich Heinrich Ratzlaff	1813	1815
Heinrich Andreas Koehn	282932	1819
Heinrich Benjamin Voth	1221844	??
Heinrich Jacob Koehn	??	1825
Andreas Peter Schmidt	75500	1827
Andreas Hans Voth	??	1818
Karl Andreas Decker	180744	1824

Included in the collection is supporting documentation attesting to the residency status of these 8 settlers, 6 of whom came from the village of Antonovka. Extracts from the 1834 Revision List (census) for the village of Antonovka for all but Karl Andreas Decker and Heinrich Benjamin Voth are entered. These entries list ages and spouses' names, as well as children (if any). The listings also include an entry for Jacob Johann Nachtigall (son of Johann Nachtigall GMA # 42358, born 1805). However, this Jacob Nachtigall's name does not appear on the contract.

Not included in the extracts from the 1834 Revision is Karl Andreas Decker. Karl apparently did not live in the village of Antonovka in 1834. However, additional documentation indicating his previous residence does not yet appear to be included among the documentation.

Also not included in the extracts from the 1834 Revision is Heinrich Benjamin Voth. An accompanying document dated 8 September 1848 indicates that Heinrich Benjamin Voth had been a resident of the Village of Karolswalde and that either he or his father Benjamin came to Volhynia from Prussia. The document goes on to attest that Heinrich owes no debt to the

landlord of Karolswalde, “Count Karol Jablinowsky”, and that he has been “sworn in and registered as a citizen of this land at the court in Zhitomir”. The document was signed in the mayoral office (*Schultzenamt*) in Karolswalde by Friedrich Schartner, mayor (*Schultze*), as well as the deputy mayors (*Beisitzer*) Tobias Unruh and David Rürger (Rudiger?).

Christoph Moses Gehring is the landlord mentioned on this contract. There is a man named Christian Moses Gehring listed in GRANDMA (#291532). This Christian Moses Gehring did live in Volhynia at approximately the right time period but there’s no way to know if he is the Dosidorf landlord.

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

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[page 1] On 20 October 1847, Christoph _____ [Gering], son of Moses, Mennonite and hereditary lord of the Mennonite colony, Novograd-Volynskiy district, Volhynian authority, entered into the following contract with these Mennonites from Ostrog district, from land owned by Count Karl Jablonoski: Heinrich S____, Heinrich Ratzlaff; Heinrich Kohn, son of Andreas Kohn; Andreas Voth, son of Benjamin Voth; Heinrich Kohn, son of ____ Kohn; Andreas Schmidt; Heinrich Voth, son of Hans Voth; and Karl ____¹.

1. The Mennonite Christoph Gering, residing on his own property in the colony Dosidorf, will lease to eight families, eight *huben*² of land, including eight houses, gardens, fields, meadows, and woods. There is also unarable land which separates the eight *huben* from the border to Groß Prawatin and Klein Prawatin and Zakrenicze³. This land shall be distributed among the eight families so each receives one *hube* of land, and each farmer has an equal share of arable and unarable land.

2. Rent on this land and buildings shall be paid on 24 March 1848, and thereafter for twenty years, [page 2] that is, until 24 March 1868. The annual amount of rent to be paid is 18 silver

¹ Page 1; some words are missing due to covered edge of page, and legibility issues. Also some family relations listed here do not agree with those shown at the end of this document. Since the latter are hand signatures, I feel they are more likely correct.

² *Hube* or *Hufe*, was a unit to measure area of land, depending on the region equivalent to anywhere between 30 and 50 acres.

³ This would seem to indicate the Mennonites settlers’ land was on the western edge of the village of Dosidorf.

rubles for each *hube*. The settlers agree to make payments twice annually: on 24 September and on 24 March, over the amount of nine silver *rubles* each. After twenty years have passed, the settlers will commit to stay on the land for another term of twenty years, and continue with subsequent twenty-year terms, unless both parties agree to ask the court to draft a new contract.

3. The settlers are entitled to use this land as they desire: for raising crops, trees, planting gardens, keeping livestock and bees, and all the forms of farming allowed by the authorities. They must keep the land and woods in good condition, maintain the buildings, and make necessary repairs and improvements. Additions may be built as desired, but there may be no demand for payment from Landlord Gering. Should a settler abandon the property without good reason, he shall receive no payment for the farm buildings remaining on the property. If the condition of the buildings [page 3] has been allowed to deteriorate and a settler wishes to leave, he must first make necessary improvements to the condition of the buildings, without reimbursement by Gering. Such a situation shall be evaluated by an independent committee of honest individuals.

4. Settlers agree to purchase all their libations at the _____⁴ belonging to Gering at Colony Dosidorf, at the price that has been set by the authorities. They are not allowed to bring drinks from other places to be used among themselves. A person doing so will be held responsible under the laws regarding drinks⁵. The settlers are allowed to go to another mill.

If they desire, they may also build their own mill on their property, at no cost to Gering. Should they leave this place and settle elsewhere, [the mill] will become the property of Lord Gering at no charge. The settlers may not build factories of any kind.

5. All Imperial taxes that are currently required, those that may be mandated in the future, [page 4] and also the _____ [*Poschline*?] for the libations, as well as any other requirements, must be paid by the settlers, without causing inconveniences to the landlord. The settlers must also keep the street and the bridge on their eight *huben* land in good repair.

6. When the land is to be surveyed and distributed in the coming spring of 1848, both parties agree to invite the surveyor, to assist him in taking the measurements, and to add their

⁴ I believe the word used here is *Karczma* but it's not quite legible. *Karczma* is Polish for an inn or tavern.

⁵ This seems to indicate the existence of some restrictive liquor laws that worked to the advantage of the landlord.

required signatures to the maps that will be provided. The surveyor shall be paid to one half by the landlord and to the other half by the settlers.

7. The settlers are not permitted to cede their land to another person without knowledge and permission [of the landlord]. Should, through unfortunate turns of fate, a plot become uninhabited, the landlord is required to take this land back under his control without encumbering the remaining settlers.

8. There are winter crops which have already been planted at this time, on this land, by the current residents. These residents [page 5] have the right to harvest these crops for themselves, or if they prefer, may leave them to the new settlers.

9. In all aspects of farming, the settlers must be satisfied with the yields of the land they are leasing. Whatever they may need in excess, they must purchase.

10. On the remaining land outside of the eight *huben* leased, belonging to Landlord Gering, the settlers do not have the right to cut wood or graze livestock. The landlord does have the right to these wooded areas for his own use.

11. Foreigners, regardless of occupation or family relation, may not live with the settlers without a legally required permit. A settler who disregards this rule will be held liable.

12. Should, God forbid, a building be lost to fire, the settler is required to rebuild at his own expense.

13. All eight families are responsible for lease payment and for adherence to the items of this contract, all for one, and one for all, and guarantee each other's property. [page 6] However, should a settler want to resettle to another location and still owe taxes, Landlord Gering may, to his own protection, confiscate livestock and property from this settler. These shall be appraised as decided by a committee of honest individuals; the same as mentioned under Item 3 of this contract.

14. The settlers undersigning this contract for settlement of Colony Dosidorf must obtain from the authorities at their previous residence a permission to emigrate. This must also be certified at [Skaski], as the law requires. If this is not accomplished by 24 March 1848, the settler

shall get annual permission _____ to reside without _____.⁶ Gering does not have the right to allow such settlers onto his property without a permit. Should the permit not be obtained by the aforementioned date, these settlers will be excluded from the contract. The settlers further assure that they will conduct themselves without rudeness toward the landlord, [page 7] that they will maintain good order in their affairs, and will fulfill the requirements of this contract. Should one of the settlers not adhere to the standards, and not make required payments, Landlord Gering has the right to remove him from this community and reclaim the property.

Both parties agree to hold all items of this contract holy and inviolable, by affixing their hand signature to this document.

Landlord Christian **Gering**, son of Moses

Heinrich **Schmidt**, son of Samuel

Heinrich **Ratzlaff**, son of Heinrich

Heinrich **Kohn**, son of Andreas

Heinrich **Voth**, son of Benjamin

Heinrich **Köhn**, son of Jakob

Andreas **Schmidt**, son of Peter

Andreas **Voth**, son of Hans

Karl **Decker**, son of Andreas

[page 8] In agreement with the decision by the Serene Minister of the Empire, an addition is made to Item 14 of the contract, as unanimously agreed upon by both sides:

In the case of poor behavior or default on lease payments by a settler, Landlord Gering of Colony Dosidorf will allow the community of settlers to address the issue with the settler in question. If the community, following deliberation, decides not to take responsibility for payment and

⁶ This section is unclear.

improvement of conduct by said settler, then, following this fair assessment by honest individuals, Landlord Gering has the right to remove the settler from the colony [page 9] and to confiscate his property in order to reclaim the debt.

To this we affix our hand signatures:

Landlord Christian **Gering**, son of Moses

Heinrich **Schmidt**, son of Samuel

Heinrich **Ratzlaff**, son of Heinrich

Heinrich **Kenn**, son of Andreas

Heinrich **Voth**, son of Benjamin

Heinrich **Kenn**, son of Jakob

Andreas **Schmidt**, son of Peter

Andreas **Vuth**, son of Hans

Karl **Deckert**, son of Andreas

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