



Our Family

by

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1821 Lease of "Meiereihof" to Loeser Loew Herbst, Simon Samuel Guthmann and Heum Mandel Freymann (English Translation)



The former "Meiereihof" in Sugenheim today

(photo: private)

Lease and Concession Contract

To whom it may concern:

As the lease of the farm estates drawn up on the 8th August 1812 between their gracious noble Lordships and the protected and trading Jews Loeser Loew Herbst and Simon Samuel Guthmann ends at Candlemas (1) 1822 and as a further grant of a lease by this administration is preferred, and as also the lease of the largest part of same, together with the sheep enclosure from Spring until Martinmas (2), has already been auctioned separately for 9 years on the 14th, 15th and 16th of this month, His Lordship, the lessor, will hand over the collection of specified rents and possible claims against slow payments, and any still remaining agricultural lots of this administration on the pro-

posed date of the auction: Therefore the lease and respectively the Concession contract described hereafter has been drawn up with the former Jewish leaseholders and the likewise local protected Jew Heyum Mandel Freymann.

§I

These three partners will be given from Candlemas 1822 until Candlemas 1831 for 9 years, as described in hab. Lit A , the use of

Lit A)

- a. 22 7/8 Mg (3) 7 R (4) stocked arable land
- b. 5 Tagwerke (5) 34 R Meadows
- c. the so-called Schroten and
- d. the little Pinz gardens together with
- e. the 4 adjoining vegetable plots
- f. the grazing in the Schloss garden and the forecourts
- g. the use of the stables in the 2 sheep barns in Sugenheim, for which, however, the leaseholders on request of the shepherd are always obliged to deliver the straw necessary for bedding.
- h. the acorn rights belonging to the whole farm complex, by which 15 pigs are allowed to be kept in the Common wood land for fattening.
- i. the main part of the buildings already occupied under the former lease, such as the farm house in Sugenheim, together with the loft above and the three granaries in the farm yard.

Lit.B

The rent of the individual lease holders as compiled in the further schedule hab Lit B is also ceded herewith and put into force for the same 9 years, so that they, as concessionaires, shall always receive these from the leaseholders in the name of his Lordship, as laid down, one half 4 weeks before Christmas and the other half 4 weeks before the 2nd Easter holiday; however, this is further specified below in §IV, and each half has to be paid by them at the local Finance Office.

§II

As a concession respectively iron reserve they shall receive:

236 cwt hay
64 cwt aftermath (6)
18 Schock (7) corn straw
13 Schock mixed
11 Schock spelt (8)
21 Schock Oats straw, all in big bundles of 60 sheaves 40 Schaet (9)
21 Malter (10) 6 Metzen (11) good oat seed
1 Malter and 3 Metzen such barley seed
2 Metzen peas and 2 Metzen lentils for sewing in the coming spring, all of which they had fully received at the start of the previous lease at Candlemas 1813 and shall have to give back in the same quantity and quality at that time in 1831.

§III

As annual lease concession they shall receive during the renewed 9 years tenure 7 schock corn and 8 schock mixed straw for bedding the sheep barns, also 6 Klafter (12) wood as well 300 poles of wood free of charge, of the same quality and from the same forestry districts, when and from which the employees receive their free allocation of fire wood. They must, however, reimburse the office the cost of hewing and also transport the wood themselves.

§IV

For these items and benefits they have to pay an annual sum of 2,200 rhenish florins (13) in good hard coins to the Court and Pensions Office, i.e. one half has to be paid on Boxing Day and the second half on the following Easter Monday. For the above as well as for the compliance of all other requirements, they have to stand surety for each other.

§V

The 2,000 florin cash bond, which was deposited by them at the start of the former tenure, will also remain for the duration of the present lease resp. Concession agreement against an interest of 5%; As previously, the interest shall always be deducted from the second half of the rent.

§VI

They also have to put at the disposal of his Lordship, the lessor, or the Court Office, free of charge twelve foursome cartloads of well rotted manure, either in the late autumn or about Candlemas, and have to transport these either into the garden of the Schloss or to pastures which have not been leased. Dung from the owners cows and pigs has also to be transported free of charge to unleased meadows; then

§VII

At least every two years they have to thoroughly manure the pastures of the Officials near the "Heubruecke" and to transport the manure to these at the proper time; then

§VIII

Every spring they shall bring from His Lordships woods 3 Klafter wood as well as 150 poles of wood for the beadle, and 25 oak poles for the local sheep enclosure; and

§IX

To hand over 9 Metzen grain to the smith in Sugenheim.

§X

Furthermore, the leaseholders have to maintain in good order all main and side ditches in and around the meadows, fields and vegetable gardens, also the living hedges in the little Pinz garden, or to ensure that the necessary cleaning of the ditches and the maintenance of his Lordships' hedges will be carried out at their cost by the local authority.

§XI

The leaseholders are particularly responsible for keeping the buildings included in the lease in perfect condition; they are responsible for carrying out at their own cost all internal repairs and those, which have obviously been caused by the use of the building. Main repairs, however, will be undertaken by the leasing party. They will also have to take great care with fire and light, so that neither through them nor theirs nor the occupiers of the barns, internal neglect or damage is caused. Especially strictly forbidden, under very severe penalties, is the use of open lights in the barns or in the lofts and safety lanterns should always be used, also farm hands should not be allowed to go into the barns with lit tobacco pipes, or to smoke tobacco whilst bringing in hay or corn.

§XII

After the expiration of the 9 year lease all farms have to be left in the same condition in which they were taken over now or at Candlemas 1822, and for this reason it is laid down in the specifications, how they were manured and seeded, when they were taken over. It is explicitly forbidden to grow potatoes or any other fruit on the fallow fields in 1830, the last year of the lease, as these have to be laid fallow. Manure put in position and ploughed in at the right time. Also in the last three years of the lease, manure is not allowed to be ploughed in until and nor before an Official of His Lordship has undertaken an inspection of the fields and has made sure, that they have been cleared and that, at least, eight foursome cartloads of rotted or ten cart loads of some fresher straw manure has been put on each acre.

§XIII

His Lordship, the lessor, particularly reserves the right to be able to cut stones, which he has to provide for the construction of the new vicinal road, at a place where it will cause least damage. If through this the lease holder should suffer significant loss, reasonable compensation shall be arranged. As, however, according to the survey which has already been done, a small part of the four above mentioned vegetable plots will have to be used for the construction of the envisaged road, these have for this reason not been individually included in this lease. It is herewith particularly stated, that the three Jewish leaseholders are unable to lay any claim for compensation for this; however

§XIV

It is decreed by the lessors that, should there possibly be a total disaster or hailstorm damage on the leased fields, a reasonable reduction of the rent for the specific year will be allowed, providing that the damage caused has been reported within three days.

§XV

To ensure that the individual leaseholders are able to pay their rents with certainty to the concessionaires, these shall be advised by an official notice or by other means, to pay the due rent to the latter. Also

§XVI

Although the correctness and the validity of the 9 years assigned rent is guaranteed by their Lordships to the Concessionaires, no responsibility whatsoever is undertaken regarding the security of

same; this goes without saying, as the concessionaires have acquired the annual demands at a very low cost.

§XVII

It is also stipulated that the present lease resp. Concession agreement will pass over to the heirs and descendants of both parties - and that the death of one or the other shall have no influence whatsoever on the continuation of same - and in no case shall sub-tenancies be permitted, such requirements always having been made for the preceding individual leases.

§XVIII

Finally still, it is recorded that by order of the 16th August of this year, the prescribed keeping of all livestock has been assigned to the Community herdsman Caspar Hildebrandt, who has been leased two meadows and two fields, as well as space for the storage of fodder and corn in the two lower granaries; the annual sum of 5 fl 24 Kr payable by him for these have also been transferred to the Jewish leaseholders. If necessary, they shall take Hildebrandt's place and be responsible for the punctual settlement of his obligations.

This Lease resp. Concession agreement has been properly drawn up in duplicate and a copy executed with the respective seal and signatures has been received by each contracting party.

Thus came to pass,

Sugenheim, the 31st August 1821.

Translation by

Thea Ruth Skyte

Footnotes

- (1) Candlemas = 2nd February
- (2) Martinmas = 11th November
- (3) Mg = Morgen, area measurement, 0.63 acres
- (4) R = Rute, area measurement, 14.16.sq.m.
- (5) Tagwerk, Bavarian measurement, 3404.3sq.m.= 0.84 acres
- (6) Aftermath = aftergrass (hay after the first cut)
- (7) Schock = 60 pieces
- (8) Spelt = variety of wheat grown in southern Europe
- (9) Schaet = ?

(10) Malter = ancient measurement of corn, amounts vary in different areas

(11) Metzen = Cubic measurement - 1 Metzen equals 2 quarts

(12) Klafter = Cord, a measurement of wood cut for fuel=128 cu.ft

(13) Rhenish florins = (60 Kreuzer) old local currency.