

1801 Karolswalde Land Contract (St Petersburg Archives [RGIA] Reel 8 Fond 383 Opis 29 Delo 1212 Request 155 Documents 37-39), translated by Tatiana Drozdova and Alexander Tabunshchik, edited by Rod Ratzlaff.

Translation from Polish

Between his Excellency Prince Karol Jablonowski, the owner of the town of Ostrog with villages, on one side, and David Unruh, Peter Isaac, Martin Voth, Martin Boese, Ertman Nickel, Gerhard Nickel, here present colonists, and other *Oleđrzy* settling but not present here – Andreas Koehn, David Penner, Jakob Toews, Dominik Wedel, Jakob Ratzlaff, Andreas Nachtigal, Peter Jantz, Theresa Unruh, Theresa Koehn, Martin Unruh, Martina Koehn, Eva Voth, Eva Buller, on the other side, have herewith concluded this firm and unchangeable contract for the eternal times, in the following paragraphs:

Duties of the Owner:

1. In the next spring, His Excellency Prince Jablonowski shall order to measure and divide hayfields behind the village of Slobodka over the river Viliya, so that 20 *voloks*¹ each containing 30 *morgs* are made, as well as 10 *voloks* of uncultivated land for sowing, and also 4 such uncultivated *voloks* in another place near the town of Ostrog, where the colonists shall uproot the trees and build their houses.
2. For building of their houses in the Prussian manner, the colonists are allowed to cut down thick wood from the Viliya forests and thin wood from the Ostrog forests in the amount required at no charge, after which they shall build and farm at their own expense.
3. His Excellency Prince Jablonowski promises for those colonists exemption from the payment of *czynsz*² for three years in the circumstances prescribed in the paragraph 1.
4. His Excellency Prince Jablonowski promises to give two hundred *złoty*s to each family, due to be returned in full in silver coins after three years.
5. To the extent allowed by the law, the Prince promises to the colonists freedom of religion and vows not to interfere with anything on the subject.
6. The Prince promises to those colonists the exemption from any duties, except for the undersigned *czynsz*, from any service at the court of the owner in the city, and no one shall ever have the right to demand such duties, except for the appointed *czynsz*.
7. The mentioned colonists shall have unlimited freedom to sell the agricultural products they produce as well as handcrafted items in the city of Ostrog or elsewhere at no charge and without any interference.
8. The colonists are allowed to keep bees and apiaries on the land assigned to them at no charge or fee.
9. The Prince ensures that instead of taking recruits from colonists, he shall take recruits from other settlements owned by him, and colonists shall be obliged to pay recruit duties, poll tax charges and other state payments on their own.

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¹ 1 *volok* was equivalent to 17.955 hectares or 44.37 acres.

² Quit-rent.

10. In the same way, the owner promises every diligence on his part so that the houses of the colonists are dismissed from boarding.
11. The owner shall hold the colonists exempt from all the payments for the crafts they make within their *Wirtschaft* and guarantees that such shall not be charged.
12. If any of the colonists does not like to live here anymore, the owner shall allow him to sell his belongings and leave but before that the colonist shall find another farm-holder to occupy this piece of land and transfer to him all the obligations hereunder.
13. For the spiritual matters of the above-mentioned colonists, the owner promises to give a half *volok* without any payment.

For the benefits and freedom given by the owner, the colonists on their part vouch as follows.

Duties of the Colonists:

1. After the colonists settle on the ground of the Ostrog area, they will be exempt of any payments in the first year, while in the second and third year each householder shall pay to the owner 20 *zlotys* annually.
2. In the fourth year the colonists shall pay *czynsz* for hayfields – four *zlotys* of silver in coins from each *morg* without any exceptions and for the sowed land – also four *zlotys*, deducting one third of those lands as being fallow and not generating any profits.
3. The colonists shall not buy any drinks anywhere else for all their needs but in the owner's estates, and in places designated by him for this subject. In the same way, they shall grind the grain for their needs only at the landlord's mills at the usual fee.
4. The above-mentioned colonists shall be subject to the local law, government, and justice. However, the Prince, wishing to reduce his efforts in controlling the order in the settlement, allows herewith that the colonists choose one person among them and introduce him to the Prince, so that this person would receive Prince's instructions and be held responsible for the order and justice in the settlement and have the right to report to the Prince about any unsettled complaint.

This voluntarily concluded contract, which is mutually benefiting and is accepted by both parties, is herewith signed and shall be submitted to the Ostrog *Powiat* court.

Executed in Ostrog on September 08, 1801

The original signed by

Prince Karol Jablonowski

David Unruh

Peter Isaak

Martin Voth

Martin Boese

Ertman Nickel

Gerhard Nickel

August 09, 1801

The nobleman Jan Radinsky, attorney of Prince Karol Jablonowski, has submitted this contract between his obligee on the one hand, and the Olędrzy colonists of the Mennonite religion wishing to settle on the ground of the city of Ostrog, on the other hand, to the Ostrog *Powiat* court. The contract has been written on the stamped paper in 2 columns in Polish and German, with Polish side being wax sealed and signed by the Prince and German side signed by six Olędrzy settlers.

Accepted by Andrey Shchepkovsky, vice regent of the *zemstwo* Ostrog.

[stamps]

On 28 May 1810, presenting himself in person, the Honorable David Unruh [executes] this contract between Prince Karol Jablonowski and himself personally and [with] other Olędrzy, on stamped paper written with the signatures of the parties' hands, between themselves having concluded this contract, and with one of red wax seal subscribed in the Act of the Volhynian High Court of the 2nd Department in oblata was lodged, which with the resolution of this Court is accepted.

[stamps]

(taxes to the treasury were collected)

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