

(Slide: Title)

Entails – greater dependency on landlords or more freedom for tenant farmers?

Introduction

The topic of this panel is the everyday relation between feudal landlords and their tenant farmers in the Middle Ages. The legal framework was an important factor in this relationship. It mattered greatly, for example, whether a farm was let for a limited period only or let in the form of an entail.

We know entailment was a widespread form of lease in the South West of the Holy Roman Empire in the Late Middle Ages. In contrast to other forms, entailment involved a rather free disposition of the farm for the farmer. He was able to use the farm, to hand it down to his heirs or even to sell it. Entails have been thoroughly investigated from the perspective of history of law.¹ But there are few investigations about entails from the perspective of history of economic and social history, though.²

My PhD-Thesis concentrates on the land market in the region of St. Gallen in the Late Middle Ages. The city of St. Gallen, nowadays a little town in the North East of Switzerland, was in late Middle Ages a medium-sized free city with about 3000 inhabitants and a high commercial relevance. I examine the participation of urban actors in the land market. Especially in the 14th century, numerous urban actors – both individual citizens and urban institutions³ such as the urban hospital – purchased farm estates in the surroundings of St. Gallen. They bought meadows, fields, alps and even entire farms.

(Slide: Structure)

Most of the farms in the surroundings of the town were part of the real estate of the Benedictine monastery, a major landowner in the region. The monastery let usage rights of the farms (dominium utile) to the urban actors. This is the first level of lease. The urban actors their selves sub-let usage rights of the farms (dominium utile) to tenant farmers for cultivation – mostly as entails. This is the second level of lease. Amongst other aspects, my research focuses on the benefits of entailment for the urban actors.⁴

In this presentation I would like to take a different perspective, the perspective of the tenant farmers. Based on the relationship between urban landlords and tenants in the region of St. Gallen in the 14th century I will discuss the advantages and disadvantages of entailment for the farmers. By doing this I will try to answer on the question I asked at the beginning: Entails – greater dependency on landlords or more freedom for tenant farmers?

My presentation is structured as follows. In the first part I will show how the relation of an entailment between an urban landlord and a farmer in the 14th century was typically regulated, based on a charter of 1390. In the second part I will discuss the advantages and disadvantages of entailment for the farmers, focusing on the aspect of burdening a farm with annuities.

(Slide: Definitions)

Regarding at the difficulties of terminology and translation, I would like to precise what I mean by using the terms. I use the term ‘entails’ for hereditary tenure. I use the term ‘annuities’ for annual rents - in german ‘Rentenkäufe’. Annuities are to be differentiated from dues – in german ‘grundherrschaftliche Abgaben’ –, which had to be regularly paid by the tenant farmer to the landlord.

I will focus on the rural entails in the region of St. Gallen. As it would go way beyond the scope of this presentation, I will not discuss the development of entails, references to the Roman law and questions about the extension of entails as opposed to other forms of lease.

Entails in charters

Entails are addressed in medieval law books such as the Sachsenspiegel and the Schwabenspiegel. They are also addressed in the rural laws that we know from the 16th century on. However, the form of rural entails in the 14th century was heterogeneous in the South West of the Empire. There were regional diversities and even diversities in the practice of different landlords.

In order to know more about the concrete form of entails in the 14th century, one has to check the charters. However, a full comparison of the regional forms is not yet possible at the moment. For that purpose an investigation of a great number of charters would be necessary. Unfortunately, only a few of them are even edited.

In what follows I will describe the regulations of entails that are defined in a charter. I chose a typical local charter from 1390.⁵ On the 5th of March 1390 both the urban hospital and the urban hospital for leprosy granted a farm in Freiwilen to Johann ab der Hueb.

(Slide: Location)

In the present case, there is an Erblehensrevers passed on. With this Erblehensrevers the farmer confirmed the reception of the farm.

(Slide: Charter from 1390)

From the 14th century I know about 30 charters concerning the grant of an entire farm in entailment to a farmer, by an urban institution or an urban individual.⁶ There were two types of charters: *Erblehensurkunden*, charters, which are issued by the urban actor, and *Erblehensreverse*, charters, which are issued by the farmer. These two types of charters are the expression of the two steps that were practically taken for entailment. On the one hand the farmer would buy a farm from the former farmer. On the other hand the farm would be granted to the farmer as a fief. Which step is then passed on in a charter varies. I do not want to discuss the issuing and tradition of these charters further.⁷ I only want to emphasize that our knowledge about entailment depends on what charters have been passed on. Let's turn to the charter now.

It begins with the publication of the grant. Johann ab der Hueb declares having received the farm in Freiwilen *ze ainem rechten staeten erbzinslehen*, as an entail. He had to orderly cultivate his farm and was allowed to use it and to sell agricultural produce from the farm - *niessen, besetzen und entsetzen*.

Johann ab der Hueb, the farmer, had to supply dues to both of the urban institutions. Every year on the 11th of November he had to supply 2 Malter of spelt, 2 chicken and 20 eggs.⁸ It is rather untypical that the due was only made from agricultural produce. I know some other cases where the farmer had to supply dues in money as well. Manpower is never demanded from the farmers.

The charter reveals that Johann ab der Hueb had paid an 'Ehrschatz' of 8 lb for the farm. This fee was to be paid to the landlord when a farmer took over a new farm. For many farms granted in entailment by urban actors as landlords such a tax had to be paid.⁹ The tax consisted of money or natural produce.

The charter lists the sanctions, applied against the farmer if he didn't supply the whole dues. If he did not supply the dues by a certain date he and his heirs would lose all their rights over the farm. In some charters there is an added passage that the farmer could be impounded until he paid the dues he owed plus a recompense of the damage caused by delay.¹⁰

Conversely, the farmer had to orderly cultivate his farm. If the landlord was not confident about farmer's capability of running the farm properly, a commission had to decide on-site, on the farm. In case of the farm in Freiwilen the commission would be made up of six neighbors. The landlord would choose three of them and the farmer the other three.

At the end the charter reveals the regulations for selling the farm. In the case of the farm in Freiwilen there was a purchase option on both sides. That means for the landlord as well as

for the farmer for more favorable conditions. If the farmer, Johann ab der Hueb, wanted to sell the farm he had to offer it first to the landlords and grant a discount of 5 β. If they refused the offer he could sell the farm to whomever he wanted. There was only the ‘Ehrschatz’ that had to be paid to the landlord. This passage is followed by the purchase option for the farmer. In case the landlord wanted to sell the farm he had to offer it first to the farmer. The farmer could also benefit from a discount of 5 β, too.

The dating and the sealing complete the charter of the farm in Freiwilen. There is no regulation for the passage of the farm to the heirs in case of the death of the farmer – as it is missing in many other charters to my knowledge.

(Slide: Entails)

This example shows us that in my study area the farmer as the fief-holder had a free disposition of his farm. As long as he paid the dues to his landlords, he was able to use the farm freely, to sell agricultural produce from the farm, to hand the farm down or sell the whole farm with purchase option.

Advantages and disadvantages of entailment for the farmers

In order to discuss the advantages and disadvantages of entailment for the farmers I will focus on the aspect of selling agricultural produce from the farm.

(Slide: Aspect)

As I have shown, in the charter for the farm in Freiwilen there is a passage enabling the farmer to use the farm - *niessen, besetzen und entsetzen*. As long as he paid the dues to the landlords he was free to sell agricultural produce from the farm as annuities.

I will not discuss the development of selling annuities in detail.¹¹ Only this much: As current research shows it was possible to sell agricultural produce from the farm as annuities not only in entails but even before in other forms of lease. But I assume that selling annuities was much easier in entails.

(Slide: Annuities)

Selling annuities¹² means that the farmer sells agricultural produce from his farm. From our perspective it is a credit business, comparable to a bond. But from a medieval point of view it was an allowed form of purchase. The buyer gave an amount of money to the farmer and got an annuity in return. The farmer received an amount of money but he was able to avoid the interest that was not allowed according to the canon law. The annuity was often determined in

cash and agricultural produce. We know only in a few cases in what form the annuities were actually paid. It is probable that the annuities could be paid in cash or in agricultural produce as long as both sides agreed on it.

(Slide: Flexibility)

1. Greater Flexibility through the possibility of credits

First of all the possibility of selling annuities was an advantage for the farmer. He was no longer completely dependent on the weather and the climate. He had even a small possibility to react flexibly to bad weather, climate changes, bad harvests and epizootic diseases. If the farmer was in financial distress he could sell agricultural produce from the farm to supplement his income. Selling annuities meant for the farmer to have an income legal according to canon law.

(Slide: Risk)

2. Risk of debt

Selling annuities was one of the most widely spread credit instruments in the Late Middle Ages. It allowed the rural population to earn money. Like every credit instrument, selling annuities brought also the risk of debt. We know little about what the farmers used this money for, though. Maybe the farmers invested in agricultural equipment or in cattle. Maybe they bought agricultural produce from other farmers to pay debts to their landlords.

For the seller of annuities it was important how long the annuities would last. In some cases the annuities were redeemable. If he paid back the original amount of money the farmer could buy the right of receiving the annuity and was then exempted from the duty. But we have to consider that a theoretical buy-back agreement did not automatically means that the farmer was able to. It is rather unlikely that the farmer was able to afford to pay back such a huge amount of money in one go. Rather, he had to get another second credit to pay off the first one. The mountain of debts would grow higher and higher.

(Slide: More dependency)

3. More dependency on the landlord

The ability to sell annuities could lead to conflicts about the forfeiture of entailment rights.¹³ Many landlords were afraid that their farmers could no longer pay their dues because of too many annuities.

There was another, even greater risk for the landlords: The landlords bore the risk of annuities together with the farmer. If the farmer was no longer able to pay an annuity he lost his rights over the farm – and the landlord lost his rights over the farm too. The farm served as a security for the annuity. In case of non-payment the buyer of the annuity received the rights over the farm. The following example shows what happened in this case.

(Slide: Charter from 1381)

On the 24th of September 1381 Johann Zerahoch sold an annuity of crop from his farms in Rorschach to the urban citizen Konrad ab der Hueb.¹⁴ This citizen from St. Gallen paid 17 ½ lb for an annuity of 12 Mütt of crop. We don't know for what purpose he bought the crop. Maybe he was going to sell it again.¹⁵

Johann Zerahoch was the farmer of two farms in Rorschach which were sub-let to him by a local nobleman called Eglolf von Rorschach.

(Slide: Part of the charter)

If the farmer could not pay the annuity any longer, both farmer and landlord bore the risk. It is written in the charter:

(...) dem vorgenanten Cunrat ab der Hub und allen sinen erben und nachkommen die vorgeschribenen drü malter vesan von den und ab den vorgeschribenen zwain gütern aller jürlich je ze sant Martis tag on fürzug und on allen irn schaden geben und antwurten sont ze St.Gallen in der statt, **weles jares aber sy das nit tätint, wenn dann ain nuz und ain zins den andern begriffet und erloffet, so sont die zwai güter daz gut, daz man nemet des Schwanz gut, und das gut, daz man nemet Berholz gut, mit allen rechten und mit aller zugehörde dem obgenanten Cunrat ab der Hub oder sinen erben ald nahkommen zinsvellig und ledig sin und los, also daz derselb Cunrat ab der Hub oder sin erben ald nachkommen dieselben güether dannenthin besezen und entsezen versezen oder verkoffen sont und mügent und damit thun, waz sy wellent und in nuzlich ist, alz mit anderm irem gut, (...)**

That means: If the farmer could not supply the annuity the buyer from St. Gallen is entitled to freely dispose of the farm.

The fact that the landlord had to bear the risk together with the farmer was a reason for conflicts between them. It even led to a greater dependency of the farmer on the landlord. The landlord tried with every possible means to prevent the loss of the farm. It makes sense that he helped his farmer to avoid the loss of the farm by supporting him financially. The misbehavior of the farmer resulted in consequences that the farmer had to bear. Let us look ahead to the 15th century. Records show two possible reactions of the landlords. On the one hand a stronger manorial control by keeping administration books, on the other hand more direct participation in the farming by the landlords. Both reactions can be seen when we look

at the urban hospital of St. Gallen, one of the most important urban actors in the surroundings of the city.¹⁶ From the 1440ies onwards we have administration books. In this the hospital kept account of the dues every single farm supplied and which sums were outstanding. The second reaction, the more direct participation, became manifest in the development of agricultural specialization in several regions. An example are the farmers of the urban hospital in the Rhine valley running north to south down to the Graubünden Mountain passes. They had to focus on producing wine and received other staple foods such as crop and produce of livestock farming from the hospital.

When a farmer was no longer able to pay the annuities from his farm, its landlord did not punish the farmer by forbidding the sale of annuities from the farm and by restricting the free disposition of the farm granted by the entailment. Instead he forced the manorial and economic control over the farmer and strengthened the ties to the farmer, finally, resulting in a greater dependency of the farmer on the landlord.

Conclusion

To sum up: At the beginning of my presentation I asked the question whether entails lead to greater dependency of the landlord or more freedom for the farmer. I focused on the sale of annuities from the farm as an aspect that was stimulated by the practice of entailment.

Entails gave to the farmer a rather free disposition of his farm. He was able to use the farm, to hand the farm down to his heirs and even to sell it. Selling annuities from the farm was very popular in the Late Middle Ages. It was a legal credit instrument for the farmers that gave them some scope in the cultivation of their farms. But it also included the risk of debts. The farmer got into troubles if he was no longer able to pay the annuity and had to redeem the first annuity by selling another annuity. The mountain of debts rose.

If he was not able to pay the annuity the buyer had the farm at his disposal. This consequence not only affected the farmer, but also the landlord. It seems obvious that no measure was too expensive to prevent the loss of the farm. In this situation the landlord supported his farmer financially to avoid the loss of the farm. This measure was not without consequences for the farmer: The landlord strengthened the ties to the farmer, resulting in a greater dependency of the farmer on the landlord.

Therefore entails were both a blessing and a curse for the farmers. The freedom of the landlord could finally result in a greater dependency on landlords.

¹ Entails were a topic of some investigations of history of law in the late 19th century and in the beginning of the 20th century. Above all, the question about the development of entails and the connection to the Roman law were often discussed. The focus was on entails in towns and not on rural entails. Cf. GOBBERS, Joseph: Die Erbleihe und ihr Verhältnis zum Rentenkauf im mittelalterlichen Köln des 12. -14. Jh, in: Zeitschrift der Savigny-Stiftung für Rechtsgeschichte (Germanistische Abteilung) 4, 1883, S. 130-214; SCHWIND, Ernst von: Zur Entstehungsgeschichte der freien Erbleihen in den Rheingegenden und den Gebieten der nördlichen deutschen Kolonisation des Mittelalters. Eine rechtsgeschichtliche Studie, Breslau 1891 (Untersuchungen zur deutschen Staats- und Rechtsgeschichte, Alte Folge 35); WINIARZ, Alois: Erbleihe und Rentenkauf in Österreich ob und unter der Enns im Mittelalter, Breslau 1906 (Untersuchungen zur deutschen Staats- und Rechtsgeschichte 80). There are a few regional focused investigations about entails, cf. KLEIN, Herbert: Die bäuerlichen Leihen im Erzstift Salzburg, in: Beiträge zur Siedlungs-, Verfassungs- und Wirtschaftsgeschichte von Salzburg. Festschrift für Herbert Klein, Salzburg 1965, S. 299-334 (Erstabdruck in: Mitteilungen der Gesellschaft für Salzburger Landeskunde 69, 1929, S. 145-165); LIVER, Peter: Zur Entstehung des freien bäuerlichen Grundeigentums, in: Ders., Abhandlungen zur schweizerischen und bündnerischen Rechtsgeschichte, Chur 1970, S. 49-75; LINDER, Konrad: Beiträge zur Geschichte der Klostergrundherrschaft Stams O. Cist. unter besonderer Berücksichtigung der Leiheformen, in: Beiträge zur Wirtschafts- und Kulturgeschichte des Zisterzienserstiftes Stams in Tirol, bearb. v. Nikolaus Grass, Innsbruck 1959 (Schlern-Schriften 146), S. 14-199; CLAVADETSCHER, Otto P.: Die Annäherung der spätmittelalterlichen Erbleihe im nordalpinen Graubünden an das freie Grundeigentum, in: Festschrift für Johannes Bärmann, Teil 1, Wiesbaden 1966 (Geschichtliche Landeskunde III), S. 27-44.

² The relationship between a tenant farmer and his landlord was early discussed by Hans-Jörg Gilomen, cf. GILOMEN, Hans-Jörg: Die Grundherrschaft des Basler Cluniazenser-Priorates St. Alban im Mittelalter: ein Beitrag zur Wirtschaftsgeschichte am Oberrhein, Basel 1977 (Quellen und Forschungen zur Basler Geschichte 9). Lot of research about the relationship between tenant farmers and landlords was promoted of Roger Sablonier, cf. MEIER, Thomas/SABLONIER, Roger: Wirtschaft und Herrschaft. Beiträge zur ländlichen Gesellschaft in der östlichen Schweiz (1200-1800), Zürich 1999. Cf. also ZANGGER, Alfred: Grundherrschaft und Bauern. Eine wirtschafts- und sozialgeschichtliche Untersuchung der Grundherrschaft der Prämonstratenserabtei Rütli (ZH) im Spätmittelalter, Zürich 1991; SONDEREGGER, Stefan: Landwirtschaftliche Entwicklung in der spätmittelalterlichen Nordostschweiz. Eine Untersuchung ausgehend von den wirtschaftlichen Aktivitäten des Heiliggeist-Spitals St. Gallen, St. Gallen 1994 (St. Galler Kultur und Geschichte 22).

³ In my PhD-Thesis I look on the urban hospital (=Heiliggeistspital), the urban hospital of leprosy (=Siechenhaus Linsebühl) and the women monastery St. Katharinen (Frauenkloster St. Katharinen) as institutional urban actors.

⁴ Cf. SONDEREGGER, Stefan: Bauernfamilien und ihre Landwirtschaft im Spätmittelalter, in: Zeitschrift für Agrargeschichte und Agrarsoziologie 60, 2012, S. 35-57, S. 42f.

⁵ CS (= Chartularium Sangallense) 6377. The charter is recorded in the Stadtarchiv St. Gallen as an original (StadtASG, SpitalA, C.22.5) and also as an medieval transcription (StadtASG, SpitalA, Z, 1 (Altes Briefurbar), f. 23).

⁶ Charters about an entailment of a farm in the region of St. Gallen between an urban actor and a tenant farmer between 1300 and 1399: CS 4649, CS 5635, CS 5636, CS 6124, CS 6180, CS 6236, CS 6261, CS 6263, CS 6264, CS 6272, CS 6318, CS 6322, CS 6358, CS 6377, CS 6389, CS 6550, CS 6553, CS 6609, CS 6665, CS 6666, CS 6767, CS 6795, CS 6839, CS 6840, CS 6852, CS 6865, CS 6866, CS 6875, CS 6877, CS 6883, CS 6971, CS 7061.

⁷ Cf. SONDEREGGER, Stefan: Verluste (in print).

⁸ In some charters there are conditions about the possibility of payments in other forms, cf. CS 6261, CS 5635. Charters do not answer on the question which form of dues was effectively supplied on what time.

⁹ For example CS 6236, CS 6318, CS 6322.

¹⁰ Cf. CS 6795.

¹¹ Cf. GILOMEN, Hans-Jörg: Art. ‚Rente, Rentenkauf, Rentenmarkt‘, in: Lexikon des Mittelalters, Bd. 7, Zürich/München 1995, Sp. 735-737.

¹² Cf. GILOMEN, Hans-Jörg: Der Rentenkauf im Mittelalter, von der Philosophisch-Historischen Fakultät der Universität Basel angenommene Habilitationsschrift, 1984; GILOMEN, Hans-Jörg: Das Motiv der bäuerlichen Verschuldung in den Bauernunruhen an der Wende zur Neuzeit, in: Spannungen und Widersprüche. Gedenkschrift für Frantisek Graus, hg. von Susanna Burghartz, Hans-Jörg Gilomen, Guy P. Marchal u.a., Sigmaringen 1992, S. 173-189, S. 178f.

¹³ In 1511 there was a conflict between the monastery of St. Katharinen in St. Gallen and one of their tenant farmers. The conflict is recorded in the Konventsbuch St. Katharinen, cf. MICHEL-RÜEGG Monika/KRAUER, Rezia/SONDEREGGER, Stefan/SUTTER, Claudia: Klosterfrauen wirtschaften, in: St. Katharinen. Frauenkloster, Bibliothek, Bildungsstätte – gestern und heute, Herisau 2013, S. 111-175, S. 135-138.

¹⁴ CS 5868.

¹⁵ Cf. KRAUER, Rezia: Stadt-Land-Beziehungen im Spätmittelalter - Beispiele aus dem Alpenrheintal, elektronischer Diskussionsbeitrag vom Februar 2012, online unter: <http://www.hvsg.ch/diskussion.php>.

¹⁶ Cf. SONDEREGGER, Stefan: Landwirtschaftliche Spezialisierung in der spätmittelalterlichen Nordostschweiz, in: Zwischen Land und Stadt. Wirtschaftsverflechtungen von ländlichen und städtischen Räumen in Europa 1300-1600, hg. von Markus Cerman und Erich Landsteiner, Innsbruck 2010 (Jahrbuch für Geschichte des ländlichen Raumes 2009), S. 139-160.