2 – Working the Land on a Palatine Mountainside

The narrative that follows unpacks two resources that illuminate the history of this place and recount events that overlap with the Oyers' residence here: a booklet referred to in the text as Hermersbergerhof History[1] *and a 1776 list of the site's residents referred to* as Zweibrücken Subject Lists.[2] *Supplementary sources beyond general historical background are cited in notes or the text.*

The Oyer name appears at this site only in passing within the 1776 list of residents, so little is known about their time here. This section therefore offers more a history of the site than of the Oyer family per se. Yet that adds nuance to their story, offers context for the place they occupied, recounts local events that would have directly affected them, and so captures insights into their lived experience here.

A copy of this document can be accessed at https://www.gordonoyer.com/other-writings.html. It was originally drafted as an essay titled "Hermersbergerhof – The Eighteenth-Century Home of Amish Mennonite Albrecht, Ingold, and Oyer Families"; a truncated version appeared in Illinois Mennonite Heritage Quarterly *([2d version] 8:3, Fall 2025, 4-11) as "Hermersbergerhof and the Eighteenth-Century Albrecht, Ingold and Oyer families."*

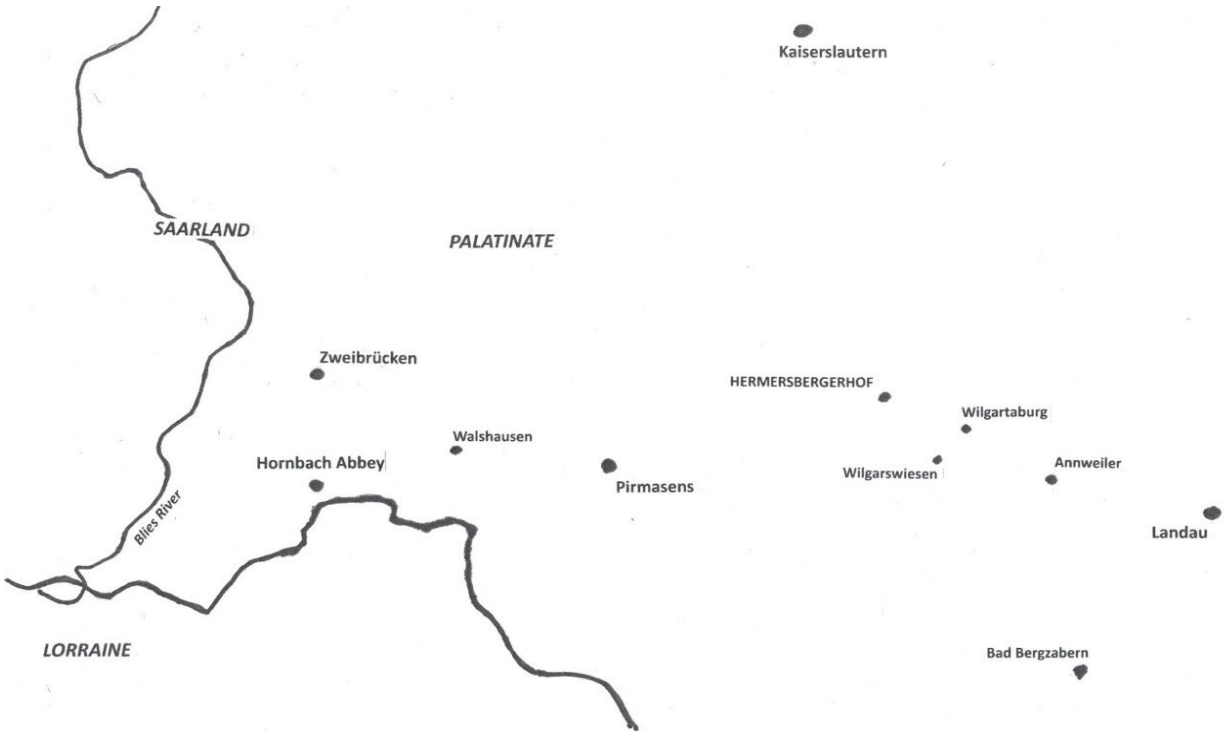
[1] H.H. Deilmann and W. Gundacker, *Hermersbergerhof: Zur Geschichte des alten und der Wiederbesiedlung des neuen Hofes* (Münchweiler, Germany: Arbeitsgemeinshaft für Heimatsgeschichte der Kreisvolkshochschule, 1993) [H.H. Deilmann and W. Gundacker, *Hermersbergerhof: On the History of the Old and the Repopulation of the New Farm* (Münchweiler, Germany: Working group for local history at the Pirmasens District Adult Education Center, 1993)] Material derived from this source relied largely on Google Translate functionality supplemented by personal knowledge; Joe Springer graciously assisted with several archaic and difficult to translate terms and phrases.

[2] *Untertanenlisten des Hertzogtums Pfalz-Zweibrücken aus den Huldigungsprotokollen des Jahres 1776*, bearbeitet von Karl Schaaff (Ludwigshafen am Rhein: Verlag der Arbeitsgemeinschaft Pfälzisch-Rheinische Familienkinde, 1977) [*Lists of subjects of the Duchy of Palatinate-Zweibrücken from Homage-Records of 1776*, ed. Karl Schaat (Ludwigshafen am Rhein, Germany: Rhineland-Palatinate Genealogical Association, 1977)].

828 CE to the Eighteenth Century

Hermersbergerhof History collects the deep history of a small hamlet with the highest elevation in the Palatinate, set on a bucolic, forested mountain plateau. It opens with a brief overview that, merged with local online narratives, sketches the beginnings of human occupancy at this place.

Emerging as a Named Place.[3] The site as a named place seeped from the anonymity of antiquity into the historical record in the year 828 CE. That April, Countess Wilgarta donated a large tract of land the included the farm site to the Benedictine monastery of Hornbach. She descended from the Franks, an ethnic grouping of tribes that controlled this region of Europe after the Roman Empire's fall. Charlemagne—crowned Holy Roman Emperor twenty-eight years earlier—also descended from the Franks, though a different tribal line. Wilgarta lived in the Bleisgau, about twenty-five miles due west of this tract, a region that encompasses the Bleis River watershed and overlaps intersecting corners of today's Saarland, Lorraine, and Palatinate. In 740/1 CE, under the patronage of local rulers, an itinerate missionary monk named St. Pirmann/Pirminius (after whom the nearby city of Pirmasens was named) founded Hornbach Abbey, situated south of today's city of Zweibrücken. Wilgarta's land donation was then sometimes locally referred to as the "Pirmann district" and the related forest as the "Pirmannswald." The donated district straddles what is today considered the middle Palatinate Forest and the Wasgau hills of the greater Palatinate Forest region.



Bliesgau and Southwest Palatinate

[3] This section relies on both *Hermersbergerhof History* narrative and material published on the Wilgartswiesen community website https://wilgartswiesen.de/Geschichte/, which they summarized from a local history book, *Dorfchronik der Ortsgemeinde Wilgartswiesen* [*Village Chronicle of the Wilgartswiesen Community*]. Access to this publication might reveal additional Hermersbergerhof details.

Wilgarta's grant also contained a church and a farm named "Wilgartawiese"—or "Wilgarta's meadow/pasture"—which became the town of Wilgartswiesen and seat of the broader municipal community that today includes Hermersbergerhof within its jurisdiction. Wilgartswiesen sits at the base of the Hermersberg mountain along the narrow Queich river, which later empties into the Rhine. Three castle ruins also stand near the town. Wilgartaburg stood slightly north of today's Wilgartswiesen. Local legend suggests that Wilgarta's grandmother of the same name had lived her final years here as a hermit to atone for her deceased husband's licentious lifestyle. If so, the castle would date to as early as the 700s. Others consider it more likely to have been built as late as the early eleventh century by a Hornbach abbot or bailiff. Regardless when, Wilgartaburg is accepted as one of the oldest castles in the Palatinate, and it served as an early defense fortress for the region.

When defensive needs outgrew Wilgartaburg sometime in the late twelfth century, construction of the second castle began. They chose a site atop the Falkenstein, a rocky outcrop that overlooks Wilgartswiesen from the south, named for the mountain falcons that lived on it and which gave Falkenburg castle its name. Falkenburg became linked with the more dominant castle of Trifels, which stood a few miles downstream along the Queich near the present-day neighboring town of Annweiler. In the twelfth and thirteenth centuries, Trifels became an important edifice for two royal dynasties—the Salian, whose ancestors had sponsored St. Pirmann's Hornbach monastery, followed by the Hohenstaufen. King Richard the Lionhearted of England was imprisoned here for three weeks following his 1192 capture in Austria as he returned home from the Third Crusade. Falkenburg's structure eroded over time through warfare and weather damage, and it finally was completely destroyed during a conflict with France in the late 1680s.

A third local administrative "castle" known as "Neu-Falkenburg" was comprised of several buildings at the foot of Falkenstein, constructed and expanded across the span of 1532-1608. It served as the local administrative seat for the Dukes of Zweibrücken and the Counts of Leininginen, who came to co-own the Falkenburg area over time. This facility was destroyed in 1794 when French revolutionary forces invaded the region. The Falkenburg castle has been partly restored, but only a few ruins of walls remain to mark the sites of Wilgartaburg and Neu-Falkenburg.

Wilgarta's original 828 donation also mentions "Hereboldesberc," derived from the Old German first name "Herbold," to signify "Herbold's Mountain." Who Herbold was and whether he belonged to the countess's family or predates them is not known, but his name has survived various permutations[4] over the centuries to become "Hermersbergerhof," or "Herbold's Mountain Estate." The plateau clearing where today's Hermersbergerhof hamlet sits was also mentioned, but whether anyone lived on the plateau at the time of that land transfer wasn't recorded. In fact, very few farm sites within the entire tract can be documented at the time of Wilgarta's grant. Nor is it certain the plateau clearing was occupied at all during the years of Hornbach Abbey ownership.

[4] Examples of varied name appearances include: Herboldsberg (1337), Hermesberg (1467) [referring either to the name Hermann or the god Hermes], Hermelsberg (1551), then Hermersberg. Other variants that did not influence its final form include: Herbolsberg, Herbelsberg, Heltersberg (1163) [likely confused with another nearby site of that name], Hermannsperc (1591). An unrelated Palatine village named Hermersberg (its name derived from Hermann) lies farther west between Kaiserslautern and Pirmasens.

***Sheep Farm for Another Monastery*.** The Hermersberg Hof came into its own as an occupied site in 1163 when the Hornbach Abbey leased use of the plateau to a Cistercian abbey named Eußerthal, situated five or six miles due east of the site. Eußerthal had been founded fifteen years earlier (1148) in a remote valley along the Eußerbach stream, a Queich tributary, and apparently predated the construction of Falkenburg. The abbey and church would be plundered and burned during the 1525 Peasants' War, and the abbey was forced to dissolve in 1561, after the Palatinate's rulers adopted Protestantism during the Reformation. The abbey church was restored in 1747 and still stands today in the village of Eußerthal, where various interpretive signs along village streets mark locations of former monastery elements. Many of the farms the Eußerthal Abbey created in the surrounding landscape would later be rented and farmed by Amish Mennonites of the eighteenth and nineteenth centuries.[5] It therefore established an expansive agricultural infrastructure in the region from which later Amish Mennonite lessees would greatly benefit. Today a hiking trail known as the *Mönchsweg*, or "Monk's Path," begins in Eußerthal and is said to follow the route once taken by monks to the castle Trifels, where they periodically paid taxes and tribute.

The Cistercian Order that founded Eußerthal Abbey was known for its innovative agricultural practices and vast ag holdings. They began as an ascetic movement in the late eleventh century to regain the simplicity and austerity of St. Benedict's original monastic rule and tended to establish their foundations in remote areas. The order soon developed a system of granges, which were farms worked with the labor of lay brothers rather than feudally-bound serfs as with many other monastic orders. Their success with innovative farming, animal husbandry, and technological adaptations led to heightened productivity and a need to market their surplus products throughout Europe. Within a century of its founding, Cistercians began to accumulate considerable wealth, and their original ascetic priorities faded as their economic and political influence grew.

One product Cistercians excelled at producing and distributing was wool, and this endeavor apparently drove Eußerthal Abbey's motivation to lease the Hermersberg property—the lease agreement with Hornbach Abbey permitted them to cut wood, build houses, and graze flocks of sheep. The size of the leasehold was cited as four *Hufen*, a medieval measure of land area. It was based on the amount of land needed to support a household,[6] and as such it could vary depending on the terrain and quality of soil. The land area measured by a *Hufen* typically increased proportionally to the recipient's social and political status: a peasant's *Hufen* was often smaller than a nobleman's. The authors of *Hermersbergerhof History* estimate the leased area to have been about 1,500 acres, and it included parts of the surrounding forest and mountainside as well as the plateau clearing. Sometime before the year 1274, the property's ownership was transferred outright to Eußerthal Abbey.

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[5] Some of these farms and the families who farmed them are discussed in "Congregations of the Lower Palatinate," Chapter 1 in Herman Guth's *Amish Mennonites in Germany: Their Congregations, The Estates Where They Lived, Their Families* (Morgantown, PA: Masthof Press, 1995), 11-19. Former Eußerthal holdings Guth lists as Amish Mennonite farms include: Breitwieserhof/Pfalzhof, Geilweilerhof, Hilsbacherhof, Lauberthalerhof, Lauberwalderhof, Mechterheimershof, Mörlheim, Oberer Bergwies, Rothenhof, Stockwieserhof/Vogelstock.

[6] In England the term "hide" or "manse" denoted the same form of measurement.

View of Eußerthal Village and Its Mönchsweg Trailhead Marker *[Photos: Gordon Oyer, 2014]*

None of Hermersbergerhof's original monastic buildings remain standing today. Although archeological excavations to make way for construction in the 1970s revealed some original wall foundations, the exact layout and composition of the farm buildings remain unknown. A weathered stone marker inscribed "*Eusserthaler Klostergut*" [Eußerthal Abbey estate] may appear as though it could date to the Middle Ages, but it was erected by a regional historical society in the 1910s. The *Hermersbergerhof History* researchers suggest that several buildings for breeding livestock and housing lay brothers and hired farmworkers would have been necessary, and given the distance and terrain between the high mountain site and the valley monastery, they speculate that a chapel may have been constructed here as well.[7] A document from the mid-1700s indicates the building site, enclosed in a stone wall, had measured about 400 x 400 feet. Various documentary and landmark references suggest the monks also operated a nearby gristmill; the monks would have grown basic grains here such as wheat and possibly barley, oats or millet to feed animals and grind into flour for food. Most likely the crops grown here at this time were dedicated to the sustenance of residents and livestock rather than for delivery to market, so more land would have been dedicated to grazing than raising crops. A published map of abbey holdings[8] denotes Hermersbergerhof as its grange and as their legally owned property.

***From a Monastic Holding to Zweibrücken Ducal Property*.** No one knows exactly how long the Eußerthal Abbey operated a farm at Hermersbergerhof, but in 1467 its abbot transferred ownership to the Dukes of Zweibrücken who held the surrounding lands. These rulers represented a line of the House of Wittelsbach, a significant and widely dispersed strain of royalty established in eleventh-century Bavaria. As such, the Duchy would have been included in the fluctuating and

[7] *Hermersbergerhof History* debunks a local legend that the monks also operated a hospital on this remote site.
[8] *850 Jahre Zisterzienserkloster Eußerthal, 1148-1998. "Zisterzienser in Eußerthal" Texte zur Ausstellung, 1998* (Speyer: Katholische Pfarramt St. Bernard, Eußerthal, 1998), p. 17.

loosely defined domain of Westrich. Originally named *Westereich*, or "western kingdom," it was counterpart to the Wittlelsbach's "eastern kingdom," or *Östereich*, the German term for Austria.

No details about the property status—its buildings, fields, meadows, etc.—were recorded in the ducal transfer documents, nor whether it was occupied and operational at the time. Neither is it clear how the dukes initially used it. A couple of place names near the site refer to hunting lodges, so they may have used it for sport hunting. Other references indicate that logging operations may have occurred in the surrounding forest.

Though *Hermersbergerhof History* simply suggests the property fell into ruin under the duchy, the Wilgartswiesen community website indicates it was sacked during the Thirty Years War (1618-1648). That conflict contested whether Protestant or Catholic rulers would control various regions of central and northern Europe. Catholic forces occupied that area of the Palatinate from early in the conflict, but the 1648 Treaty of Westphalia that ended the war restored it to Protestant control.

Establishing Hermersbergerhof as a Zweibrücken Duchy Farm Estate*: 1763-1765*

The mid-to-late eighteenth century witnessed heightened efforts to establish new farms in the Palatinate's forests, and Hermersbergerhof contributed to that trend.

Renewed Interest as a Farm Site. The revival of the Hermersberger Hof as a functioning farm began in July 1763 when two men jointly applied to the Zweibrücken duke's Royal Rural Economic Commission [*Fürstliche Land-Ökonomie-Kommission*] for permission to lease the site: Johann Adam Kaufeld of Assweilerhof (a few miles southwest of Zweibrücken, today in neighboring Saarland) and Christian Becker, a Mennonite of Walshausen (a few miles southeast of Zweibrücken). They wished to jointly build a farm there with rights for enough acreage to graze 200 sheep and use the nearby communal forest to keep their pigs and cattle. They also wanted to use stones from the former monastic ["*Heiligenhaus*"] ruins for building construction. Three weeks later they appealed directly to Duke Christian IV of Zweibrücken for a hereditary lease to the property, free of compulsory labor, with access to a limited amount of free firewood and logs for building construction.

Although the French Republic that emerged three decades later would usher in a new era of centralized nation-states comprised of citizens with national identities, many European regions in the 1760s still retained elements of a feudal society where people saw themselves as primarily subjects of localized land-owning nobility and members of communities that held common access to certain pastures and forests.[9] Those feudal features often included the practice of leasing land owned by local sovereigns or established church entities under agreements to be inherited by the lessee's offspring. A hereditary leaseholder [*Erbbeständer*] sometimes directly farmed and managed the estate themselves. In other cases they sublet the estate, or portions of it, to "temporary" sublessees [*Temporalbeständer*][10] who could not pass the lease contract to their heirs. Feudal

[9] The Swiss Confederation reflected a notable exception in asserting their sovereign independence from magisterial rule.

[10] In the *Hermersbergerhof History* records, the term *Temporalbeständer* is usually used in contrast with an *Erbbeständer*, or hereditary leaseholder; it apparently denotes a "temporary" or "limited-term" sublease arrangement.

features also included a confusing web of fees, tithes, taxes, and sometimes labor obligations based on their occupancy and farming activities. Allusions to these features often surfaced in the records that *Hermersbergerhof History* uses to document the often fraught interactions of the estate's hereditary lessees with ducal officials.

In response to the Kaufeld/Becker request, the duke ordered a report that evaluated the site's capacity to sustain livestock, but their application to farm it disappeared from the record with no indication of a formal decision. In May of 1764, a different set of three petitioners—Jakob Fricker, Daniel Fricker, and Georg Schäfer, all from Walshausen—inspected the site together with ducal officials and then drafted a lease contract for it. By then, however, the site had gained broader attention, because just one month later, on June 16, two wealthier and more politically connected subjects also expressed desire to establish a farm there. Unlike the prior applicants who lived several miles west of Hermersbergerhof and near to Zweibrücken, these aspiring leaseholders lived farther east and closer to the Hermersberg.

The first, Georg Andreas Benckler, lived very near the site itself and was identified as *Schultheiß* of Wilgartswiesen. The title *Schultheiß* is usually translated "mayor," though it held different connotations in the feudal system than what we today think of as a municipal mayor. It was a role granted by and accountable to the ruling nobility, not selected by the community itself or accountable to a town council. As such, it carried more executive and enforcement authority than we now associate with mayors. Its powers resembled that of a bailiff [*Vogt*], though the bailiff of a bailiwick often implies a broader jurisdiction.

Benckler's partner was *fürstliche Kammersekretär* [royal court secretary] Rheinwald (first name never recorded) from "Bergzabern." This refers to a chancellery [*Oberamt*] jurisdiction within the Zweibrücken duchy's domain that was geographically separated into two unconnected regions. One lay just east of Wilgartswiesn territory; the other lay several miles to the southeast and surrounded the town of Bad Bergzabern near today's French border. The records do not clarify which of these two Bergzabern territories Rheinwald lived in, but both lie relatively close to Hermersbergerhof. [See map below.]

When Benckler and Rheinwald approached the ducal commission with a higher bid in June 1764, Jakob Schäfer, Jakob Fricker, and George Rohrbacher (replacing Daniel Fricker) countered in August with a still higher bid. The duke ordered an assessment of the three men's collective financial status and must have found it lacking, because in the end, the lease was awarded to Benckler and Rheinwald in an agreement ratified a year later on August 27, 1765.

The Lease Agreement. *Hermersbergerhof History* recaps the lease's sixteen enumerated conditions, which provide intriguing glimpses of what holding a hereditary lease contract then entailed. The leased area comprised 400 *Morgen* (640 acres using today's conversion rate[11]) for buildings, gardens, and arable land, plus another 67 *Morgen* (107 acres) for meadows. This approximately 750-acre area was therefore only about half the size of the property once owned here by the Eußerthal Abbey.

[11] This may not correspond to 1765 Palatine standards.

The lease required its leaseholders to maintain the property in good condition. It could be divided between them for their livestock, but could not be sold or exchanged without the duke's consent. The lessees could use rough pasture areas on the site as well as areas where acorns fell for their pigs to forage, breed up to 300 sheep or 400 lambs (but no goats), and take in three to four farm attendants [*Hofleute*], the same number of day laborers, plus an unspecified number of shepherds. They were free from "taxes, small tithes, large tithes, blood tithes," but were not exempt from "war taxes, pillage, and extraordinary complaints." All trees cut down to clear the courtyard had to be sold with proceeds given to the duke; they could use necessary firewood, but had to pay for it. The lease granted timber to construct the initial farm buildings "at a reasonable rate."

Because the property is "on a steep hillside, distant" and removed from a "proper passage" or "country road," the residents could "freely drink wine" made on the site, but for this privilege must pay five *Gulden* (abbreviated "fl")[12] annually "to the bailiwick [*Vogtei*] of Annweiler." They could also build a grist and sawmill on the site, which could be also used by outsiders, but they would be fined 100 *Reichstaler* if they violated "royal regulations for grinding" or allowed trees on the site to be milled "that had not been properly purchased and hewn."

Rent totaled 520 fl—500 for the farm, fifteen for the grist and sawmill, five for the winery, with the first rental payment coming due on St. Martin's Day (November 11) 1770—the end of their fifth crop year on the leasehold. They also had to annually pay 1 *Reichstaler* per 100 sheep in accord with royal "Shepherd Breeding Regulations," with half going to the duke and half to the shepherd's guild. The lease had to be renewed every 15 years, and the lessees had to secure the agreement by listing the site as collateral.

A Difficult Agreement to Fulfill. Records from the fourteen months between the time Rheinwald and Benckler first threw their hat into the bidding ring (June 1764) and when they signed the lease (August 1765) are filled with red flags about the site, however. For one, in a preliminary list of negotiating points from October 1764, the aspiring renters had requested significantly more grazing area than the lease ultimately provides. They asked for four days per week access to pasture in the Kleinen Pirmannswald, a forest adjoining the property used by the greater Wilgartswiesen community, and an additional two days per week grazing on the nearby Pfaffenberg mountain and its adjoining land. The duke initially rejected both points, leaving the tenants with considerably less grazing land than they considered necessary.

That same October, prior to the duke's ruling on the drafted lease points, an on-site inspection by ducal officials indicated the site would require about "5 plows and a few oxen" and that half the arable land had to be left fallow and as pasture. If the site were assessed only standard tithes and

[12] *Hermersbergerhof History* text mainly references currency amounts using "*Gulden,*" "*Reichstaler*," or the abbreviation "fl." Section IV of the "Glossary of Names and Terms" p. 338 in Guth's *Amish Mennonites in Germany* indicates: "*Gulden* (plural also *Gulden*): a coin first struck in Germany in the late Middle Ages in imitation of the Florentine [Italian] *florin*, hence its abbreviations as *fl.* … Value was different at different times." Also, "*Reichstaler* (plural also *Reichstaler*): a *Taler* (earlier also spelled *Thaler*), a large silver German coin initially introduced in the sixteenth century to equal the gold *Gulden* in value, valid throughout the *Reich* [empire] or area administered by the issuing authority or authorities." I located no reliable source to convert this coin's value in the 1770s into current US dollars.

fees, they projected it could at most generate about 250 fl per year for the duke, whereas the 500 fl rent that Rheinwald and Benckler offered to pay "is a sum that one cannot expect even from really established, stately, well-cultivated farms with enough pasture." It seems that the two had won the bidding war at a price they may not be able to pay.

Following the duke's rejection of increased grazing access, the two applicants travelled to Zweibrücken and personally appealed. They explained how establishing a farmstead there would be very costly, all at their personal expense; clearing the site alone would cost 1500 fl. They went on to explain just how crucial a pasture adequate to support considerable livestock herds was for this site. Its arable land consisted of yellow barren soil, which required time and great effort for conversion to productive cropland. Doing so in turn required significant livestock holdings to produce enough manure for sufficient soil fertilization. The duke's decision had denied them enough grazing land for herds that could generate a fertilizer volume sufficient to make the soil productive. The duke agreed to expand their boundary slightly into the adjoining Pirmannswald, though by far less than requested. He also asked his Chief Forestry Office [*Oberforstamt*] to assess the impact of letting them graze livestock in the same area as his other local subjects. Duke Christian IV ultimately disallowed the requested usage, though he did permit sheep to graze in a forested area higher on the mountainside.

After these considerable negotiations, the Duke's officials surveyed the farm site, marked boundaries [see map p. 15], and finalized the lease. But the negotiated arrangement was not advantageous for the tenants. In addition to inadequate pasturage, *Hermersbergerhof History* suggests a typical rent for similar sites as about 300 fl per year, compared to their 520 fl. Further, many comparable leases granted ten to fifteen years free of rent and no tax payments to permit preparing the site for productive operation, compared to their four years. Besides, their remote and elevated location would likely impose more out-of-pocket costs to gather and transport needed materials and labor. The site's chroniclers summarized their circumstances like this:

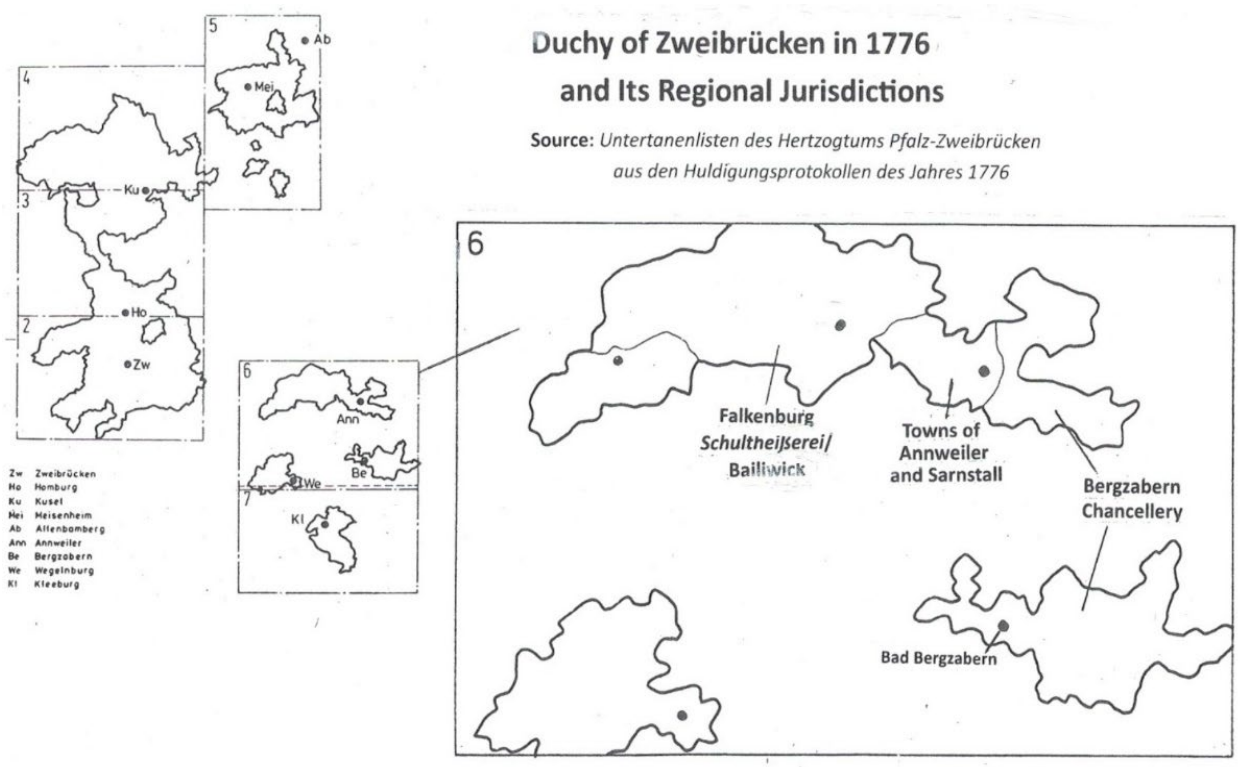
> They shared the fate of many farmers of the eighteenth century, a time of increased farm establishment in inhospitable regions of the Palatinate Forest. As in this case, almost all those affected soon found themselves faced with insurmountable financial obligations. [The documents pertaining to Rheinwald and Benckler's lease] can be considered an example of many court records of the time.

These records tell a story of deep debt, multiple years of rental payments in arrears, constant appeals for deadline extensions, repeated requests for more grazing area, and governmental actions to seize crops and assets for auction. This saga began with heavy investment in the farm's infrastructure.

***Building Up the Farm Site*.** Following lease finalization, Rheinwald and Benckler began to build upon their newly acquired site. They made headway during their four-year grace period, although they remained far from fully developing its operating potential to generate adequate income. By late 1769 they had enclosed a building site and constructed two farm houses, two large barns, twelve pigsties, a grist and saw mill, and established their gardens. They had also staked out and divided the building area between them—it seems they would not work the site jointly but as two separate

operations, each with distinctly separate buildings, livestock, and crop fields. They had not yet assessed the site's soil quality to divide the potential cropland, however.

By August of 1773 they had expanded structures to five farm houses, some stables on the building site, and a barn/stable at the grist/sawmill site. They acquired oxen and related gear for draught power; Rheinwald reported eight of them in the spring of 1774 and Benckler "several pair" in summer 1776. But to establish these facilities and assets—again without yet developing its soil adequately for maximum crop production—they claimed to have jointly invested their own personal funds of 12,000 fl by 1775 and 15,000 fl by 1776, or over twenty-nine times their already overpriced annual rent.



A Complicated Governmental Framework to Navigate. Moving forward, the leaseholders needed to repeatedly interact with the ducal government about their farm. Sorting through the web of governmental players and roles that touched their lives and determined the economic fate of themselves and their tenants proves a challenge. Maps published in *Zweibrücken Subject Lists*[13] provide a visual picture of the ducal domain at this time. It consisted of six large (plus a smattering of tiny) awkwardly-shaped "islands" of territory spread throughout the southern Palatinate and northeastern edge of France. The city of Zweibrücken lay in the largest and westernmost of these territorial "islands" and served as the duchy's seat. Hermersbergerhof stood roughly 25 miles due west of the city in a territorial "island" separated from Zweibrücken by a region the duke did not control. This "island" was divided into four jurisdictions, with Hermersbergerhof and Wilgartswiesen located in the largest and most central, labeled as the "jointly held" Falkenburg

[13] *Zweibrücken Subject Lists*, XVII-XXIII.

Schultheißerei ("mayoralty"). Immediately to the west, a smaller jurisdiction is denoted as that of towns Annweiler/Sarnstall. The easternmost jurisdiction in this territory consisted of the northern portion of the Bergzabern Chancellery [*Oberamt*], with the remainder of Bergzabern comprising a smaller separate "island" territory to its south that surrounded the town of Bad Bergzabern.

Hermersbergerhof History records refer to Falkenburg as a "*Vogtei*/bailiwick" rather than a *Schultheißerei*/mayoralty, which highlights the challenge of translating those terms into modern concepts. The duke co-owned this jurisdiction with the Counts of Leiningen—a longstanding noble family directly accountable to the Holy Roman Emperor with holdings scattered throughout the upper Rhine region. The Hermersbergerhof farm itself lay near the convergence of three feudal jurisdictions: those of the Dukes of Zweibrücken, the Counts of Leiningen, and the Grafstein lords (subjects of the Margrave of Baden). A nearby intricately carved monument—the *Dreiherrenstein* ("Three Lords Stone")—dates to 1773 and marks where the three domains met.[14]

The context that emerges from the various officials and orders recorded in *Hermersbergerhof History* offers a basic sense of how the different jurisdictions and roles within them may have related, but still without precise clarity. When the leaseholders appealed directly to the duke for extensions, exceptions, payment leniency, etc., he and his main governmental councilors—often collectively referred to as the *Regierung*, or administration—typically referred those appeals to a *fürstliche Rentkammer* (royal revenue board) for evaluation and counsel before making a decision. This *Rentkammer* would order assessments or reports by and field concerns from the various local *Vogts*/bailiffs, *Schultheißen*/"mayors," or *Förster*/foresters/rangers. This board would then report back to the duke (or "*Regierung"*) or issue decisions and instructions on how to proceed. It sometimes heard appeals directly from the leaseholders. How the *Rentkammer* formally related to either the *Regierung* or the Rural Economic Commission, which the aspiring leaseholders had approached to request the lease, are never made clear.

The *Vogt*/bailiff of Annweiler (named Liernur before 1776, Sprenger from 1776 through about 1787, Weiland by 1790) played a prominent and often pivotal role in the flow of these communications and in executing the ducal government's many attempts to extract back rent from the two leaseholders. The Bergzabern Chancellery [*Oberamt*] also played a high-level role in executing some of the Hermersbergerhof legal activity between 1778 and 1782.

S*chultheiß* Lucius, who would replace Benckler as Wilgartswiesen *Schultheiß*, also sometimes executed instructions from the Annweiler *Vogt* to collect back rent and other outstanding debt. In addition to these officials, an *Oberförster* [chief forester or ranger], along with separate village *Försters*, were called upon to assess claims about and capacities of forest acreages under question at various points in the proceedings. On occasion local citizens were called upon to play roles such as monitoring assets seized for auction or overseeing the harvest of seized field crops. Altogether these records leave the impression of a complex layering of authority, roles, duties that residents of that time and place needed to navigate.

[14] "Dreiherrenstein," Wikipedia (German), https://de.wikipedia.org/wiki/Dreiherrenstein_(Frankenweide) (accessed 18 Sep 2025).

These two Hermersbergerhof leaseholders were also officials within that ducal realm. Rheinwald held greater status, it seems. When first introduced in 1764, he is titled *fürstliche Kammersekretär*, or royal chamber secretary, then "secretary and treasurer" the following year. By 1772 he is titled *Kammerassessor* (chamber/board assessor). In 1780 he is briefly referred to as a *Zollschrieber* [customs clerk], then *Kammerassessor* again moving forward. Since Rheinwald was named as being from Bergzabern, his assignment perhaps related to that neighboring chancellery. It is not clear if or how Rheinwald's positions may have been accountable to the *Rentkammer*/revenue board.

Benckler's title is *Schultheiß* ("mayor") of Wilgartswiesen at the lease's inception. Although this was also a ducal appointment and carried more authority than a modern mayor or *Burgermeister*, it probably reflected a lower status than an official tied to a ducal board, as seems to be Rheinwald's case. No doubt at least partly due to his growing indebtedness and insolvency as a Hermersbergerhof leaseholder, by March 1773 Benckler is regularly referred to "former" *Schultheiß*.

The Dreiherrenstein Boundary Marker *[Photo: Gordon Oyer, 2024]*

Struggling to Make the Farm Operation Work: 1769-1776

The saga of Rheinwald and Benckler's financial difficulties as leaseholders began to deepen as their last rent-free year came to an end in the fall of 1769. Over the next seven years these difficulties manifest across three concurrent threads: ducal efforts to collect back rent from leaseholder Rheinwald, ongoing efforts by both leaseholders to gain access to more pasturage, and—especially problematic and intricate to unpack—ducal efforts to collect back rent of and borrowings from public sources by leaseholder Benckler.

Rheinwald's Back Rent: 1772-1774. The first hint that Rheinwald is struggling to meet his rental obligations surfaces in January 1772. It seems apparent that the farm is simply a financial investment for him with no hands-on involvement in the farm work itself. This thread emerges when he requests that his tenant [*Beständer*] be given until Pentecost 1772 to pay his remaining unpaid 1771 rent—which initially totaled 260 fl for his half of the 520 fl required by the lease and was due the prior St. Martin's Day (November 11). From this it seems that Rheinwald had left it up to his tenant to directly pay the rent on his behalf from farm income, but the farm had not earned enough to cover a full payment. The ducal *Rentkammer*/revenue board responds on February 6 with instructions to *Vogt*/bailiff Liernur that Rheinwald has until Easter (not Pentecost) to pay it.

Easter comes and goes without payment, and the following Wednesday, April 22, Rheinwald appeals directly to the duke: his farm attendant (*Hofmann*)[15] recently paid 80 fl of the rent and Rheinwald now wants until St. John's Day (June 24) to pay the balance. This time the revenue board grants him until St. Martin's Day (November 11), when his 1772 rent would also come due. When that date again comes and passes with no payment, *Vogt* Liernur is instructed to further extend the deadline until Easter of 1773, but if nothing is received, the bailiff should seize Rheinwald's furniture and enough other effects to auction them and collect the rent.

The following April 7, the Wednesday before his Easter deadline, Rheinwald once again reaches out to the duke for accommodation. By then he had paid another 110 fl against his 1771 rent, lowering the balance to 79 fl, and he assures he will pay that soon. But could he please have until Michaelmas (September 29) to remit his 1772 rent? *Vogt* Liernur encourages consideration of Rheinwald's requests, and on May 18 the revenue board determines that if he pays the 1771 balance within four weeks, he could indeed wait until Michaelmas 1773 to pay the full 1772 rent.

The records remain silent on this until almost a year later. On March 21, 1774, Rheinwald again appeals to the duke with pleas that his tenant [*Beständer]* had not followed instructions to fatten and sell some oxen to make the payments, and Rheinwald now needs more time to maximize the oxen sale price. In a May response to the revenue board's inquiry, *Vogt* Liernur reports back that by then no 1772 rent had been received on Michaelmas as promised (apparently the 1771 back rent had been paid as instructed), and Rheinwald's full 1773 rent was now also in arrears—reaching a total balance of 520 fl. Lierner also advises that unless the rent is reduced, the farm will be unaffordable for *any* lessee.

Later that same May, Liernur receives the order to collect the rent through asset seizure and auction. The last we hear on this matter, *Vogt* Liernur reports that he has collected 260 fl for back rent and paused his seizure efforts on assurances that Rheinwald had sent yet another appeal to the duke for another extension. The ultimate outcome of this dilemma did not survive in the ducal records, but by whatever means, Rheinwald apparently managed to catch up with his lease payments because he continued as leaseholder through the next decade with no more court actions against his half of the lease.

A Joint Pursuit of More Pasture: 1773-1776. Even as Rheinwald and Benckler individually addressed financial tensions, they collaborated to aggressively pursue their desperately needed additional grazing area. Without it they held scant hope to make the site generate income capable of paying their exorbitant rent. They begin their appeal four years after their rental grace period expired, sending an August 12, 1773, letter to Duke Christian IV. Having now established the site's building infrastructure eight years after entering the lease, they could begin to integrate the livestock breeding essential to adequately fertilize cropland. But (again) the allotted grazing area for that was greatly inadequate. Please, grant access to pastures in the adjoining Kleinen Pirmannswald. The duke owns two-thirds of this forest and the church one third. Falkenburg subjects currently use pasture in the forest, and since the Hermersberg residents are also ducal

[15] The term "*Hofmann/Hofleute*" is usually translated as "courtier/s," which typically implies a courtlier setting than a farm estate. In this context it surely means simply his farms estate's attendants and residents.

subjects they likewise should be granted access. Without it, they will lose the 12,000 fl invested in site infrastructure because they cannot pay the high rent without more livestock than the site currently supports.

The revenue board directs *Oberförster* (chief forest ranger) Fabricius to assess existing pasture capacity and *Vogt* Liernur to assess current usage by community residents. The *Oberförster* reports back on October 2 that grass available for winter grazing in the existing Hermersberg forest is inadequate and too rough to plant clover or beets for summer. Falkenberg citizens have access to 18,000 *Morgen* in the forest and rarely use higher and remote regions. Those regions include some 1,200 *Morgen* near Hermersbergerhof, and as long as the other Falkenburg residents don't expand into it, it can supply the farm's only means for meeting rental obligations. Fabricius suggests charging another 50 fl annual rent for the access he recommends.

The tenants seem on the verge of finally getting their much-needed pasture—until *Vogt* Liernur submits his report on October 28. Falkenburg citizens vigorously object. They have "possessed" those forest pastures "since time immemorial" and could not grant access because the Hermersbergerhof tenants would surely "roam the forests with their livestock every day and nothing would be left for them." Faced with such pushback, the revenue board rejects the leaseholders' plea.

A full year later, on November 9, 1774, the revenue board revisits the question and asks Rheinwald and Benckler to demonstrate that the duke, rather than the Falkenburg community, actually owns the Kleinen Pirmannswald. Another nine months pass before the leaseholders offer their reply. On August 12, 1775, they inform the duke that the Wilgartswiesen chronicle documents how St. Pirmann's Hornbach Abbey had given the Kleinen Pirmannswald to the Duke without any mention of pasture usage. Falkenburg community members had begun to use the forest for pasture only following its abandonment by the Eußerthal monastery, which formerly used the pasture for their "milking and sheep farm." Falkenburger usage is therefore only by convention, not by right, and it insults the duke to suggest he has no prerogative to determine its usage. Falkenburg communities already have enormous per capita acreage at their disposal without this tract. Therefore, once again, please grant the needed pasture to make this farm a viable operation.

Following this leaseholder response, the revenue board asks *Oberförster* Fabricius what a fair rent would be, and two local forest rangers estimate it at either 20 or 24 fl. On November 21, 1775, the revenue board tells *Vogt* Liernur that the leaseholders may indeed rent the forest pasture for six years at a rate of 24 fl. Success seems at hand.

A transition between dukes (explained below) may have aborted their success, however, because in April 1776 Benckler and Rheinwald yet again jointly appeal, this time to the new duke. They assert that although grazing access to the Kleinen Pirmannswald had been verbally assured to them, that had never been formally granted. Since their rent is at least 100 fl higher than the farm can support, would the duke reduce it by that amount? The revenue board endorses the reduction, and on July 2, 1776, the duke approves it. The leaseholders' three-year campaign to gain pasture land had not succeeded, but it had at least gained some rental relief.

Benckler's Growing Fiscal Challenges: 1769-1775. *Kammerassessor* Rheinwald's rental payment woes appear trivial compared to the perpetual dance of appeals, evasion, and downright misrepresentation undertaken by *Schultheiß* Benckler to retain not simply his leasehold, but solvency itself. One suspects that his position as *Schultheiß* may have granted insight in how to game the system through appeals and delays that pushed his ultimate reckoning ever farther into the future. In addition to the 260 fl per year of Hermersbergerhof rent, Benckler added a small 12 fl per year lease obligation for a site named Herzogsweiher. Where this property was situated and why Benckler rented it are not revealed in the material at hand, although by the end of 1775 one notation described it as "now pasture." The word "Herzogsweiher" translates as "Duke's (fish)pond," so we can speculate it may have been a small undeveloped parcel containing a pond that Benckler leased to develop into additional grazing land. If so, it surely lay not far from the farm site.

The long and sordid odyssey of *Schultheiß* Benckler's battle for solvency exposes the circular Catch 22 of the ducal authorities' dilemma. The duke had agreed to an excessive rental contract despite his court's advice that the site could not support it, especially without more pasture acreage, and he insisted on collecting the rent regardless of its impracticality. When Benckler cannot pay it, officials seek to confiscate it from his crops and assets on hand. Yet to do so would impair Benckler's capacity to generate income to pay future rent. Benckler could not sell out to escape his debts, because no one wanted to assume such high rent, and the lease prohibited breaking his share into smaller, more sellable parcels. The result: years of recurring administrative effort and cost with mounting frustration for all.

Boundary of Stone Markers for the Farm – 1765

[published in Hermersbergerhof History]

Benckler's difficulties surfaced two years earlier than Rheinwald's, as the final year of their freedom from rental payments was ending. In late October 1769, Benckler requests permission to borrow 2000 fl against his leased property, then another 100 fl four months later to establish a sheep farm. By April 1770 he had borrowed a total of 2881 fl. The source of these borrowed funds raises eyebrows: local community "Pirmann" trust funds that he as *Schultheiß*/"mayor" is charged with administering. The funds themselves date back to the terms of an earlier grant by Hornbach Abbey, and are designated to benefit the Falkenburg district's churches and schools. Benckler asserts that he borrowed the funds fully intending to repay them with interest either through farm operations or by selling his improved leasehold, and he now asks permission to sell his share. That is approved, but the auction attracts no buyers willing to assume the exorbitant rental obligation. When he asks to sell it in smaller parcels, the lease terms prohibit that. Noting that Benckler had paid his 1770 rent from his borrowings rather than farm income, a Falkenburg official for the Counts of Leiningen acts to prohibit future rental payments from that community source.

In June 1772, *Vogt*/bailiff Liernur reports to the revenue board that Benckler owes 1771 rent on the Herzogsweiher as well as the Hermersberger Hof, he now faces bankruptcy, and in general the farm's earnings are too low to cover rent. Since the ducal government had suspended an auction of Benckler's movable assets to extract payment, Liernur now wants direction on how to proceed. In response, the government first instructs him to obtain the rent from crop sales, but later that fall it orders seizure of all Benckler's assets. Benckler appeals, complaining that the asset seizure itself prevented him from paying his rent, and now, with much effort and expense, he is at last prepared for a good sowing of this fall's and next spring and summer's crops.

As 1772 draws to a close, *Vogt* Liernur reports to the revenue board that he cannot assess whether to grant Benckler an extension until a more detailed debt reduction plan is outlined. Benckler now owes interest on the Primann funds and debts to other creditors, as well as rent to the duke. If he confiscates Benckler's earnings, the lessee will have nothing to continue operating the farm, which is now in fairly good condition. The revenue board orders no more deferral of 1771 and 1772 rents without some form of security against it.

The following February of 1773, Benckler assures the revenue board that his two years of back rent would by now have been paid had his seed crops not been confiscated. He has furniture worth 1000 fl and wants to auction the bulk of it to pay his debts. He asked that his friend, Annweiler town clerk Patrick, conduct the auction to reduce his expenses. The board approves this, despite the potential conflict of interest. After the auction, it (surprise!) generates only 318 fl, far short of the 544 fl rent accrued on his lease contact. A month later, the now former *Schultheiß* Benckler suggests he pay the 318 fl of auction proceeds plus another 82 fl against his back rent. Then, rather than auction more assets, he proposes to list with the new Wilgartswiesen *Schultheiß* Lucius his best furniture still on hand (large casks, cupboards, dressers) as security for the remaining 144 fl balance.

The revenue board apparently agrees with Benckler's proposal, because he fails to appear in the record again until over a year later. In July of 1774, *Vogt* Liernur reports to the board that Benckler still owes 149 fl for 1772 rent (he apparently failed to pay the full extra 82 fl as promised the prior year) as well as some 1771 rent. He had asked for an extension of his 1773 rent but has nothing to pay it with until harvest. Liernur again orders seizure and auction of Benckler's movable assets to

pay for prior years. It seems that also fell through, because the next April 1775 an auction of more Benckler assets nets enough to pay an unpaid 1771 rent balance, all but 16 fl of 1772 rent, and all but 172 fl for 1773. He paid none of his combined 272 fl rent for 1774.

Benckler's Intensified Gyrations: October-November 1775. As the November 11 due date for Benckler's 1775 rent's approaches, another flurry of reports, responses, assertions, and counter assertions erupts. On October 28 *Vogt* Liernur orders Wilgartswiesen's *Schultheiß* Lucius to hire four threshers to thresh Benckler's crops along with a local citizen to assure both delivery of threshed crops to Wilgartswiesen and that no removal of Benckler's cattle occurs. Two days later Benckler appears before the revenue board to assert that he needs receipts from *Vogt* Liernur to document prior payments of 272 and 528 fl and that his fattening pigs will soon be ready for market. He also proposes to pay 100 fl in fourteen days and then another 300 fl from the sale of his pigs by Epiphany, two months away. He also claims *Vogt* Liernur owes him 200 fl from a prior settlement.

The revenue board once again pauses asset seizure and auction to seek assessment of this latest Benckler maneuver. *Vogt* Liernur's comprehensive November 5 report back suggests that by then he had had enough. Liernur asserts that Benckler had evaded seizure in the past year "through all sorts of cunning schemes until he had secretly removed or consumed his earnings" and was still trying to avoid any seizure. Counter to Benckler's claim, Liernur had issued all receipts directly owed Benckler; the 272 fl receipt Benckler sought already had been issued by the auction curator who collected it to pay Benckler's 1770 rent[16]; the requested 528 fl receipt would have been issued by the now deceased Annweiler town clerk Patrick for Benckler's 1771 and 1772 rent. Liernur considered it impossible for Benckler to obtain the 100 fl in two weeks as he had proposed, and his fattening pigs were assessed at 74 fl, not 300 fl. If Benckler were given free reign he would consume all his earnings and livestock. Liernur had halted his seizure and threshing of Benckler's grain on the revenue board's order, but kept what had already been threshed under guard in Wilgartswiesen; on site he had assigned one of Rheinwald's tenants to assure none of Benckler's crops or livestock were removed. The 200 fl that Benckler alleged *Vogt* Liernur owes him is not mentioned again, here or elsewhere.

Two days later it is Benckler's turn to account for himself before the revenue board, and he pushes back hard. *Vogt* Liernur had seized his livestock, and the threshers he hired threshed 118 sheeves of grain. The resulting 118 sheeves of straw along with the seeds threshed, plus some flax, were taken to Wilgartswiesen. But Benckler implies the operation was mismanaged at his personal expense, since he bore all auction costs. Threshing was overseen by a destitute old butcher who knew nothing of farming. When combined, the wages for the threshers, an unqualified overseer, and the pig assessor—coupled with charges for hauling grain to Wilgartswiesen and payment to *Schultheiß* Lucius for coordinating arrangements—altogether amounted to half the total grain sale proceeds. The grain simply could have been sequestered at his neighbor Rheinwald's farm for much less.

[16] This conflicts with an earlier document that indicates the 1770 rent was paid from his Pirmann trust borrowings; possibly that payment was later redirected as a repayment of the Pirmann debt, rendering the first year's rental payment once again due to the duchy.

After weighing these testimonies, the revenue board announces its decision to *Vogt* Liernur on November 10, 1775. He is commended for his aggressive action, but they now suggest some leniency. Benckler could thresh his own grain and keep the seeds and the furnishings needed for housekeeping. Lierner should use a Rheinwald tenant to sequester the grain on site, account for assets on hand, and assure Benckler removes no grain or livestock. Liernur should return to Benckler the harvested grain held in Wilgartswiesen. If Benckler does not pay his balance in two months (mid-January 1776), the farm would be awarded to a new leaseholder. Benckler has once again managed to extend the deadline for his reckoning a bit longer.

Under A New Duke. Meanwhile, an event that could alter these leaseholders' fate transpires on November 2 of 1775: Duke Christian IV, age 53, dies unexpectedly of a brief illness at his hunting lodge near the town of Kusel, about 30 miles due north of Zeibrücken. His 29-year-old nephew, Count Karl August, succeeds him as Duke Karl II. According to mourning custom, Karl II orders three funeral bells to be rung daily throughout his new domain for six weeks, and dancing and festivities are banned for three months. The new duke also sets about establishing his own regime and appointing his personal councilors. Four months later, the young Karl II's rising status seems further enhanced by the birth of a crown prince on March 2, 1776. But in his hinterlands, the duchy's daily business grinds along as usual.

Benckler's New Tactic: December 1775-mid-1776. Benckler apparently senses the impossibility of meeting the terms he had negotiated in November 1775. Perhaps placing renewed hope in the good graces of a new duke unfamiliar with the history of his renter subject, Benckler concocts yet another scheme to further string along his inevitable reckoning. On December 10, 1775, he writes to Karl II and reflectively expresses his desire in now approaching old age to provide for his two sons. One son, Georg Konrad, was engaged to a Hunsicker woman who lived in Schmidtshausen, about ten miles northeast of Zweibrücken. Konrad would receive a 1000 fl dowry, attested to by a notarized statement, which could be used to pay the outstanding rent on his father's leases. His other son, Ernst Christian, is also about to marry, which will enable him to also repay his share of the outstanding rent. He now requests permission to pass along half his share of the Hermersbergerhof hereditary lease and half his Herzogsweiher lease to each of these two successor heirs.

Four days later, before the revenue board, Benckler then requests several months extension to permit time to receive the 1000 fl dowry that would enable him to pay all back rent plus the interest on his Pirmann trust fund debt. To bolster his financial credibility, he claims that 130 fl is owed him from "official accounts" for 1770 and 1771 transactions, *Vogt* Liernur owes him 83 fl, and Baron von Sickingen—a neighboring noble whose family was based across the Rhine River in the Kraichgau region—owes him 500 fl. Once again, Benckler presents a complicated, yet-to-play out scenario that he assures will eventually solve his problems.

As Benckler's latest negotiated deadline looms in early January 1776, an accounting provided by the Wilgartswiesen *Schultheiß* Lucius shows that Benckler now owes 2,576 in Pirmann trust fund principal, plus four years interest totaling 665 fl. The bailiwick of Falkenburg responds to Benckler's fiscal assertions on January 8, reporting that Benckler's receipts as of Epiphany failed to meet his obligations, *Vogt* Liernur owes Benckler nothing, his claim against Baron von Sickingen has been pending since 1754, and they judge it unlikely that the Hunsicker family has 1000 fl to offer or, if

they did, would consent that it be applied to pay Benckler's debt. The Falkenburg court does not object to transferring Benckler's lease to his sons, however, given that "it would be hard to find a more sinister debtor than the current hereditary leaseholder." They would continue to hold the farm as a lien against the Pirmann trust debt for whoever owns the lease contract.

After another ten days, based on this information, the revenue board pronounces that Benckler has four weeks to pay his rent. Otherwise, the bailiwick of Annweiler was authorized to seize and thresh any remaining crops and any moveable assets for auction. If security was obtained from the Hunsicker in-laws by then, they could extend the deadline another two months. If then paid off, the lease could be transferred to Benckler's two sons.

On February 10, 1776, as the four-week deadline nears, Benckler provides the duke with five notarized statements by the Hunsickers regarding outstanding rent and other claims they must collect to come up with the 1000 fl dowry. But they need more time to collect and accumulate that amount. No decision is recorded, but a couple of weeks later a comprehensive inventory of Bencker's assets—furniture, bedding, dishes, crops, etc.—is taken to prepare for an auction.

Yet in mid-March, the new *Vogt* of Annweiler, named Sprenger, ordered *Schultheiß* Lucius to again halt the asset seizure. Benckler meantime had asked permission to diversify his planting for the coming year. Sprenger recommends that he instead be instructed to plant all his available acreage in summer crops under threat of eight days imprisonment in the tower. It would seem the new bailiff chose a longer-term strategy of reaping a later and larger harvest than to immediately sell all seed grain for ready cash. Sprenger extends the deadline to the end of April, after which the asset auction could continue.

At the end of March, Benckler writes to the duke that by then his son was only able to collect 121 fl through his in-laws (not close to the promised 1000 fl dowery), but remaining uncollected Hunsicker receivables would still provide adequate security. Could the new inheritance letter now be drawn up? Apparently not, and no further debt reduction ensues. After a July 3 auction of his crops, Benckler complains that only half the true value of the fruit, hemp, flax, rapeseed auctioned had been realized, and begged permission to wait to harvest the crops he had already sown to earn more funds. But the auction only yielded 378 fl leaving a 74 fl balance. All of Benckler's moveable assets except for "several" pair of oxen with their gear and harnesses are then auctioned three weeks later.

Vogt Sprenger of Annweiler's August 1776 report to the revenue board indicates that all Benckler's subtenants are just as indebted as he is, and that those auctions left Benckler without bread, seeds, household goods, cattle gear, dishes, straw, feed. The revenue board orders continued efforts to collect from him, even if it means starting to dispose of Benckler's real property. Yet somehow, some way, by early September Benckler's 1776 debt is listed at only 22 fl, and Benckler again retains his lease a while longer.

As financial tensions intensified over these years, the leaseholders' subtenants and farm workers, including the Amish Mennonites, also became caught up in their negotiations with officials. These files remain silent about the estate for well over a year, from early September 1776 until February 1778. But in late 1776, another source emerges to partly expand on their story during this lacuna.

The Hamlet of Hermersbergerhof *[Photo: Gordon Oyer, 2014]*

The Ducal Census of 1776 and the Amish Mennonite Residents

We know with certainty that Amish Mennonites lived on the Hermersbergerhof estate thanks to a document that resulted from the transition between Duke Christian IV and Duke Karl II. Although waiting over a year from his ascension to duke, Karl II eventually issues an order on November 25, 1776, to "collect the land's homage and commitment of its servants and subjects throughout our Duchy of Zweibrücken," and also to "assure them of our royal grace, bounty, protection and fatherly provision" as well as "instruct our servants to this dutiful cooperation." [17]

This "national homage" reflected a lingering feature of a once-fundamental Medieval convention of personal loyalties to a local sovereign. "Homage" began as a Medieval vassal's pledge of loyalty to his liege lord before a "fief," or a feudal estate, was transferred to the vassal. It solemnly acknowledged the ruler's ordained sovereignty. This ducal proclamation applied to all subjects, however, not a particular vassal, and the fact that Karl II waited a year to order it indicates that by then the practical significance of granting homage was rapidly fading and had grown largely symbolic.

Amish Mennonites among the Hermersbergerhof Subject Lists. Duchy officials apparently enacted Duke Karl II's orders immediately. Homage List Number 125, dated November 28, 1776 (three days after the decree) names Hermersbergerhof residents among "Subjects of the Community Falkenburg mayoral jurisdiction [*Schultheißerei*] and the private Palatinate-

[17] These details are taken from *Zweibrücken Subject Lists*, pp. XIII-XIV; the following information on listed Hermersbergerhof residents are from the same source, pp. 276, 279, 289-90.

Zweibrücken sites of Ransbach (Ranschelbach) and the Hermersberg estates." A by now familiar name signed it—*Schultheiß* Lucius, who appears in *Hermersbergerhof History* as "*Schultheiß* Lucius of Wilgartswiesen." The brief list in published form reads:

Hermersberger *Hof-* and *Afterbeständer* [estate tenants and subtenants]

Georg Andreas Benckler
Georg Conrad Benckler
Hans Adam Schoppert
Michael Albrecht, Mennonit
Hans Oyer, sen., Mennonit
Hans Oyer, jun., Mennonit
Georg Hingold, Mennonit
Wilhelm Rummel, the fief miller [*Lehensmüller*]

Unmarried Sons

Christian Benckler, 27 years
Johannes Albrecht
Christian Albrecht

Wilgartswiesen, the 28th Nov 1776
(undersigned) Lucius
Schultheiß

Several insights emerge from this list. For one, it suggests that Hermersbergerhof along with Ransbach/Ranschelbach[18] were not then directly considered part of the "Community Falkenburg *Schultheißerei*," yet it remained *Schultheiß* Lucius' responsibility to execute their homage summons. This further complicates the picture of legal jurisdictions and officials that hovered over the Hermersbergerhof residents. For another, it confirms that Benckler and his two sons lived on site at that time but Rheinwald did not and entrusted farm operations to subtenants. Also, by late November 1776, Benckler's son Georg Conrad is included in the list of household heads and so apparently has married the Hunsicker woman (named Anna Elizabeth in *Hermersbergerhof History*), but his other son, (Ernst) Christian is still listed among unmarried sons. It also shows that, since a miller lives onsite, the mill they constructed was apparently then operating.

Especially helpful for us, those who compiled these lists also recorded religious and civic "outsider" associations, including Jews and Mennonites. Naturally, they failed to distinguish between who had affiliated with Jakob Ammann and who with Hans Reist from the initial "Amish" split of the 1690s. Only the legacies of listed families tell us they were indeed Amish Mennonites. Six such individuals are named: head of household Michael Albrecht and two unmarried Albrechts (presumably his sons), Johannes and Christian; two Oyer heads of households, both named Hans, with one

[18] This may be today's village of Ranschbach, although it is uniquely removed from the other sites associated with the Falkenburg *Schultheißerei*, located to the east of Annweiler. Benckler and Rheinwald mention the village (*dorf*) Ranschelbach as somehow relevant to the Falkenburg community's claims on Kleinen Pirmannswald grazing rights.

designated as the "older" and one the "younger" (again presumably father and son); and Georg Hingold.

This is not their only appearance, however, because the following May, List Number 160 names "Mennonites, Jews and other subjects resident in Annweiler and Falkenburg who have not appeared and have been summoned again" and were "Asked to pay homage [*Nachhuldigung*] on May 5." This list reads in part:

> at the Hermersberger Hof
>
> Michael Albrecht
> Johannes A.
> Christian A.
> Hans Oyer
> Hans O.
>
> Everyone named at the Hermersberger Hof are Mennonites
>
> 5 May 1777
> (undersigned) Sprenger

This second list adds information. For one, it confirms that Hermerbergerhof did fall within the jurisdiction of *Vogt*/bailiff Sprenger of Annweiler, who *Hermersbergerhof History* shows had replaced *Vogt* Liernur sometime between November 1775 and March 1776. It also indicates that the homage order had initially required ducal subjects to appear at a central location to offer their allegiance to Duke Karl II. Although the second order came under the *Vogt*'s authority, it remains uncertain whether they were initially to appear before him in Annweiler or to the Wilgartswiesen *Schultheiß* who summoned him. One suspects the failure of five Amish Mennonites to appear at least partly reflects the historic Anabaptist prohibition against swearing oaths and their general reluctance to participate in civic governmental responsibilities, or perhaps they considered themselves foreigners rather than subjects. The sixth Mennonite, Georg Hingold, had either given his homage or meantime moved away (or possibly died).

By the 1770s the broader Amish Mennonite population had coalesced into congregations spread throughout the upper Rhine region. The elders of these congregations sustained a cohesive identity by periodically gathering to discuss questions of acceptable practices that signaled their mutual recognition as believers in full fellowship with one another. Records of these elder assemblies survive from 1752, 1759, and 1779, though signatures and congregational names only survive for the latter two. Herman Guth's *Amish Mennonites in Germany* assigned Hermersbergerhof residents to a congregation identified as "Hochstätten" in the 1779 document, an earlier version of the name "Hofstätten." This village also lies deep in the mountainous Palatinate Forest at a high elevation, just three or so miles north of Hermersbergerhof. One hundred fifty years earlier, it too had been sacked during the Thirty Years War. The Hofstätten congregation's constituent farm sites lay clustered to the southeast of Kaiserslautern. Even though several other former Eußerthal Abbey holdings are assigned to the "upper Palatinate" congregation, the terrain and congregational center of gravity support Guth's assignment of Hermersbergerhof's residents to the Hofstätten congregation.

***Amish Mennonites in Ducal Court Records*.** Equally intriguing, two of these Amish Mennonite residents also appear in the extensive records of Benckler and Rheinwald's negotiations with ducal authorities: Michael Albrecht and Georg "Inngolt," the latter undoubtedly the subject list's Georg "Hingold." Although some genealogies indicate Michael Albrecht was the primary leaseholder of this estate, *Hermersbergerhof Histor*y shows he was not; Rheinwald and Benckler were co-hereditary leaseholders, and Albrecht was a tenant of Rheinwald, who then held the lease for only half the estate.

Early 1900s Stone Marker Commemorating Hermersbergerhof as a Former Eußerthal Site
[Photo: Gordon Oyer, 2024]

<u>*Michael Albrecht.*</u> Herman Guth reports that Michael Albrecht had lived at the Lauberhof estate—which also lay in the mountainous forest, north of Hofstätten—before his arrival at Hermersbergerhof,[19] and the documents of *Hermersbergerhof History* show he had appeared here by 1773. That May, *Kammerassessor* Rheinwald names Albrecht in the context of his appeal to Duke Christian IV and officials about overdue rent. These mentions of Albrecht use different terms to describe his relationship to Rheinwald. In an April 7 letter to the duke, Rheinwald mentions how his renter [*Beständer*], initially unnamed, still owes him rent of several hundred fl. He is reluctant to legally pursue that claim because doing so would not only cost Rheinwald some of his capital investment but also sacrifice a "hardworking farm attendant/resident [*Hofmann*]." His cattle are too lean and insubstantial to sell, and the only produce that remains are for summer seed such as barley, oats, corn, and potatoes, which the *Hofmann* will plant in large amounts. If patient, the duke will receive his rent from the sale of those crops.

A month later, on May 10, *Vogt* Liernur responds to a revenue board inquiry about Rheinwald's situation by reporting that if they attempted to only hold accountable Rheinwald's "temporary/term-limited" tenant [*Temporalbeständer*], Michael Albrecht, no security would then remain to warrant further extension of the rental deadline. But since it was really the hereditary leaseholder [*Erbbeständer*] Rheinwald who was personally liable for everything, he could be granted his request for deferral. As noted earlier, Rheinwald was on this occasion behind with part of his 1771 rent and all of his 1772 rent.

[19] The English translation of Guth' *Amish Mennonites in Germany* says, "Two officials of Zweibrücken rebuilt the estate about 1774 and leased it to the Mennonite Michel Albrecht" (p. 35). Since Guth personally reviewed the archival files of the estate he would have known the rebuilding began in the mid-1760s; his original intent was most likely that the estate was leased to Albrecht about 1774, not rebuilt about 1774.

Albrecht appears in these records yet again a year later, in the spring of 1774, for similar reasons. This time another letter appealing to the duke's graces for another extended rental deadline, dated March 21, 1774, again implicates Albrecht in Rheinwald's rationale for not having funds on hand to make the payment. The prior fall he had arranged with his "renter [*Beständer*] Michael Albrecht" to pay the remaining 1772 rent by Candlemas (February 2) and the 1773 rent by Easter. He had instructed Albrecht to fatten and sell four of their eight oxen to make these payments. Instead of fattening the oxen, though, for a small wage Albrecht had used them during the winter to drive cordwood to a waterway for floating downstream and had wasted the feed on younger cattle. Rheinwald now wanted to assume control over all the cattle and pay rent by selling the disposable ones. But to avoid selling them below their value, he needed an extension until St. John's Day (June 24). Also as noted above, this appeal ends with the auction of various Rheinwald possessions.

A year later, during October 1775 in another governmental effort to collect estate rent, this time for Benckler's share, *Vogt* Liernur of Annweiler had paused seizure of Benckler's assets on the ducal regime's orders. To assure no assets were meanwhile absconded with, he commissioned a tenant of co-leaseholder Rheinwald to ensure that Benckler did not remove any livestock or crops from the farm. That tenant goes unnamed, but odds are good it was one of the Albrechts, or possibly Inngolt/ Hingold.

George Inngolt/Hingold. Georg Inngolt does not explicitly appear in these court records until mid-1776, also in relation to a Benckler last-ditch effort to retain solvency. In the wake of auctioning off the bulk of Benckler's possessions in July to collect back rent, *Vogt* Sprenger requests instruction from the revenue board for how to proceed with collecting the winning bids and any remaining balance. The board's response indicates he should "[l]et justice take its course" but make sure the duke's interests received priority when collecting the winning bids. Concerning the sequestration of currently-standing crops to be harvested, the board cites a report from Wilgartswiesen's *Schultheiß* Lucius that indicates: "There is no one at the Hermersbergerhof who could be appointed as sequesterer. The subtenants [*Afterbeständer*] are just as indebted as Benckler himself." The chroniclers add, however, that: "In contrast, chief forest ranger Fabricius writes that Georg Inngolt of Hermersbergerhof, lessee [*Hofbeständer*] of his brother-in-law, the royal assessor Rheinwald, is a hardworking and orderly man, has attractive cattle and a considerable harvest in the field, and has never owed his brother-in-law Rheinwald, rent. He could be used as a sequesterer." [20]

The identity of Amish Mennonite Georg Inngolt/Hingold has not surfaced in genealogies immediately at hand. Joe Staker's *Amish Mennonites of Tazewell County*[21] includes the family line of a Jakob Ingold, born in 1749 at Wilensteinerhof near Trippstadt, also part of the Hofstätten congregation and just a short distance from the Lauberhof where Michael Albrecht had lived before moving here. Though not documented, it would not surprise if Georg was a brother of this Jakob Ingold.

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[20] Inngolt was apparently an exception to Lucius' blanket assessment that "there is no one at the Hermersbergerhof" who could be appointed because the subtenants were all heavily indebted.
[21] Joe Staker, compiler, *Amish Mennonites in Tazewell County, Illinois (including Woodford County), Part Five of Five* (privately published PDF file, available at https://tcghs.org/research-guides/amish-mennonites-in-tazewell-county/; 2022, revised 2024).

The timing of these mentions and terms used for "tenant" also invites asking whether Albrecht and Inngolt farmed separate parcels alongside each other during this time or whether by 1776 Inngolt had replaced Albrecht as Rheinwald's primary subtenant, or lease manager. Genealogical researcher Neil Ann Syuckey Levine translates the term applied to Inngolt—"*Hofbeständer*"—as "lease manager," which would imply more responsibility than terms used for Albrecht (*Temporalbeständer* and *Beständer*).[22]

This *Hermersbergerhof History* material adds some insight into the lives of these two families. For one thing, it reveals that the Albrecht and Ingold households were tenants of the royal assessor Rheinwald, not of Benckler. It also suggests that at least during 1773 and 1774 Rheinwald had entrusted Albrecht with operating the farm and paying his rent for him. Rheinwald also considered Albrecht "hardworking," though later felt Albrecht had overstepped his prerogative in use of the oxen during the winter of 1774. The account also suggests that woodcutting operations existed nearby for which Albrecht had hired the use of his animals to haul wood for floating downstream to market. It also indicates that Georg Ingold was considered a successful farmer and as such his skills perhaps contributed to why no action to collect back rent from Rheinwald was recorded after 1774.

<u>*Hans Oyer.*</u> *Hermersbergerhof History* never mentions the Oyer family, so we have no indication which leaseholder they worked for and whether they sublet or were paid laborers or shepherds. But their lack of mention as tenant or lease manager, coupled with later mention in 1790s Lorraine of "Jean Oyer" as "laborer" and "day laborer," strongly hints they were also workers/laborers here. Of the eleven men named in the 1776 list of residents, three Albrechts and Inngolt worked for Rheinwald, while Benckler with his two sons managed his own leasehold share at the time. Benckler had also constructed the mill, so miller Wilhelm Rummel would have worked for him. That leaves Hans Adam Schoppert and the two Oyers unaccounted for in terms of which leaseholder employed them. But according to *Schultheiß* Lucius, whichever of them may have rented from Benckler in 1776, they were "just as indebted as Benckler himself."

Intuitively, one suspects that, given the Amish Mennonite penchant for in-group networking, the Oyers may well have worked alongside the other Amish Mennonites as day workers under Rheinwald's Amish Mennonite "lease manager," rather than separately as part of Benckler's troubled operation. A detail that may support this possibility rests in a statement Rheinwald made (addressed below) that as of May 1778, Benckler's tenants had lived off site for the prior fourteen months due to the deteriorated state of his buildings. This means they would not have been onsite when *Vogt* Sprenger summoned the Oyers and Albrechts as Hermersbergerhof residents to offer homage in May 1777. But we don't know whether Sprenger actually visited the site and issued his summons in person, or merely issued an order from Annweiler, so it does not conclusively prove they were indeed physically on site (and therefore *not* Benckler's "off-site" tenants) that May.

We do know that at least one child was born to the younger Hans Oyer at Hermersbergerhof. The 1804 French marriage record of Joseph, Hans's son, lists his birthplace as "Hormersport"; his 1823 second marriage record lists it as "Hormerspect." These almost certainly reflect a phonetic spelling

[22] In *Anabaptists at Strasbourg* (Masthof Press, 2023), Neil Ann Stuckey Levine translates "*Hofbeständer*" as "lease manager."

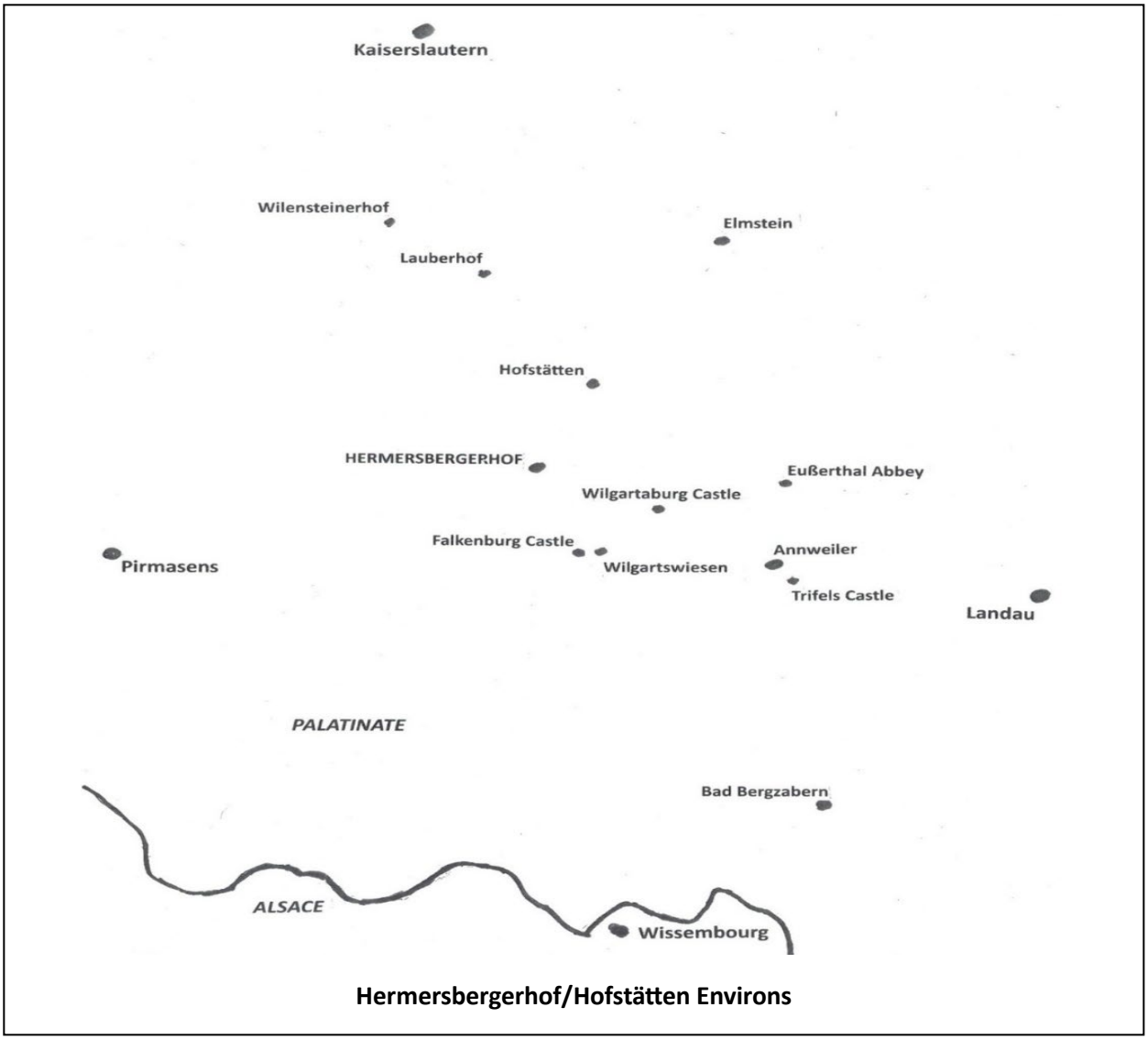
of "Hermersberg" as it must have sounded to the French scribe who recorded it. The ages given on both marriage documents suggest Joseph was born in 1774; his ages on various birth records of his children range from 1774 to 1778. This implies the Oyers could have arrived here as early as 1774. The only located marriage record of Joseph's younger brother Jacob does not list his birthplace, so we don't know with any confidence where he was born. The age given on that 1830 marriage record implies a birthdate of 1780; the implied birthdates in other documents range from 1776 to 1781. So possibly Jacob was also born here.

Since these are the last mentions of the three Amish Mennonite families on this site, the *Hermersbergerhof History* documents don't reveal when they left. I found no other genealogical writings that include a Georg Ingold. The Oyers next appear at a farming estate in northern Lorraine, France, by 1789. Joe Staker's *Amish Mennonites in Tazewell County* indicates that Johannes Albrecht, son of Michael, farmed at the Hermersbergerhof until 1794.

Hans Habecker of Hofstätten. *Hermersbergerhof History* also documents a different Amish Mennonite person who did not live at this site, however. This also pertains to an auction, discussed below, of Benckler assets in May of 1778. Benckler formally contested the auction outcome claiming interference on the bidding. He stated that one of the bidders, Hans Habecker of Hofstätten, had been authorized to bid up to 1500 fl on behalf of an absent *Oberförster* Becker of Elmstein (about eight miles northeast of Hofstätten). But Benckler then went on to assert that the eventual winning bidder had bribed Habecker with 20 "*Louisidor*"[23] and the winning bidder's in-law (local *Oberförster* Fabricius) had intimidated Habecker to not bid higher. The revenue board followed up on the accusation with the auction commissioner. When Benckler failed to produce the evidence requested by the deadline given, however, they concluded the claim was simply more of Benckler's "chicanery." Mention of Becker's bidding authorization arose again later, but referred only to "an Anabaptist" without naming Habecker.

Guth's *Amish Mennonites in Germany* reports that the Amish Mennonite Johannes Habecker lived at Hofstätten "around the middle of the eighteenth century" and died there in 1815. Neither Guth nor *Hermersbergerhof History* mentions what sort of relationship, working or otherwise, Habecker may have had with chief forest ranger Becker. We cannot say, then, whether Habecker was simply an agent acting on Becker's behalf or whether they had arranged that Habecker or one of his family would farm it if he submitted the winning bid on Becker's behalf. Perhaps Becker held the Hofstätten hereditary lease. Worthy of note, both overseers of forest usage in this region, Fabricius and Becker, viewed two of these Amish Mennonite farmers favorably—the former regarding Inngolt and the latter regarding Habecker.

[23] Per Guth, *Amish Mennonites in Germany*, 338: "The *Louis d'or*, named for French King Louis XIII, was France's principal gold coin from 1640 through 1803."



Hermersbergerhof/Hofstätten Environs

Other Amish Mennonite Residents? A couple of genealogical compilations name other Amish Mennonites as living at this site, though particulars that document this are absent and their accuracy is suspect. Joe Staker's Albrecht genealogy names a Maria Katharina Germann "of the Hermersbergerhof" as married to a Josef Steinmann Joder, parents of a son Joseph born elsewhere in 1803. No other information on this Germann family is offered. J. Virgil Miller[24] lists the origin of an Anna Kinzinger in one place as "of Hermersbergerhof" and in another place as "of Hermansbergerhof," bringing this refence into question. Miller also mentions that Heinrich Stähli (b. ca 1757) married "Ana Lanz of Hermersbergerhof where they lived until she died in 1826." Since no

[24] J. Virgil Miller, *Both Sides of the Ocean: Amish-Mennonites from Switzerland to America* (Morgantown, PA: Masthof Press, 2002). These mentions of Anna Kinzinger and Ana Lanz both appear on page 128 in relation to their marriages within the Stähli family; related named sites are clustered closer to "*Gut* [Estate] Hermannsberg" near Bad Kreuznach, so these two women's names may have been mis-associated with Hermersbergerhof. (Gut Hermannsberg was a vineyard established 1902, though the name may have predated that operation.)

Lanz's or Stähli's are listed in the November 1776 list of residents, when Ana was presumably a teen or young woman, it seems that her parents would have needed to arrive sometime after then if they indeed lived here. *Hermersbergerhof History* provides scant information on the site following the French Revolution, but no Germanns, Kinzingers, or Lanzs are named.

Consolidation of the Estate Lease Under *Kammerassessor* Rheinwald: 1778-1790s

The ducal court records resume in 1778 after a sixteen-month silence, and at least for a while we can continue to follow some of the hereditary leaseholders' experiences.

Benckler's Departure. Matters have now worsened even further for Georg Andreas Benckler. A 1778 document recounts that rather than successfully transfer his hereditary lease to his sons, it had been put up for auction in March of 1777. There, Jakob Farig of Wilgartswiesen offered 1,400 fl for the farm, but Benckler's son, Georg Konrad, then offered 1,500 fl, backed by his father-in-law Jacob Hunsicker as guarantor. When Hunsicker failed to obtain legal security for the amount, however, it was re-auctioned. This time the high bid was only 600 fl and the younger Konrad Benckler continued to farm the site.

But the Benckler tenure reached its ultimate crisis in the spring of 1778. The elder Benckler, Georg Andreas, still owed at least 3000 fl of principal and interest on his borrowings from the Pirmann trust fund, and the Wilgartswiesen church held a lien against the property. That March his debt plus an older backlog of overdue rent resulted in bankruptcy proceedings against him and auction of the property against the lien to recover the loan. This auction was conducted on May 13. And who might the winning bidder be? *Kammerassessor* Rheinwald, Benckler's initial partner in gaining the lease.

Rheinwald approached his bidding rather shrewdly, taking several measures that might protect him from future claims, no doubt hoping to avoid Benckler's fate. For one, that February he had negotiated with Pirmann trust managers to settle the debt and cancel the lien for 1,200 fl should he acquire Benckler's farm share, and based on that settlement he sought to directly acquire it outright. But the ducal government deemed otherwise and insisted that it be auctioned instead. And so, using that 1,200 fl as his base, Rheinwald added 210 fl, or one year's rent for Benckler's half, for a total bid of 1410 fl. In doing this, he apparently hoped to establish future recourse regarding efforts to collect the 1778 Benckler rent from him; he could ask that it be taken from the auction price. As another precaution, he insisted the auction minutes reflect that his bid was offered after the year's sowing season had passed and that he felt this warranted waiver of his share of the year's remaining rent. With that caveat formally recorded, his 1410 fl bid was accepted by the authorities, provided he offered adequate security. He later testified that at the auction his brother-in-law, *Oberförster* Fabricius, had paid the bailiff 210 fl, perhaps as a security down payment.

At this point, the elder Benckler thrust has final desperate parry to minimize his loss by filing the complaint that bidding had been tampered with, as mentioned above. To win the bidding, he claimed, Rheinwald had prevented Habecker from bidding the full 1,500 fl that *Oberförster* Becker authorized by bribing Habecker and having Rheinwald's brother-in-law, Fabricius, intimidate him from bidding more. The resulting inquiry concludes nothing nefarious had transpired, and the Bencklers are ordered to vacate the property. But their departure had been put on hold during the

inquiry, and Rheinwald therefore cannot occupy the property until Benckler's eviction is actually executed on July 30—not the May 13 auction date as the minutes originally indicated possession would transfer. This occupancy timing difference and confusion over the notation Rheinwald added to the minutes will greatly complicate his possession of the site for years to come.

Rheinwald as Sole Lessee. The effort by Rheinwald to obtain Benckler's share seems to have added as many problems for him as they resolved. He too will have great difficulty making this parcel pay for itself. After having managed to sustain rental payments on his own half of the estate since his mid-1774 asset seizure and auction, he now faces repeated ducal administrative actions against him to collect rent for this newly-acquired half during the following couple of years. Over the course of those proceedings he at different times names the site's conditions upon taking possession as a reason for his difficulty making the payments. These descriptions need to be taken with a grain of salt since they reflect efforts to gain the officials' sympathy and avoid or defer rental payments. Nonetheless, even if exaggerated, they suggest that Rheinwald had acquired badly deteriorated property, and they imply how far the former *Schultheiß* had fallen when bankruptcy proceedings finally began.

Rheinwald described Benckler's half as "deserted and undeveloped," with buildings "roofless and ruined," fences "burned" (presumably for firewood), and gardens "devastated." The ground had initially appeared fertile when they entered the contract, but once forested areas were cleared the soil was rapidly depleted and harvests decreased annually. By the time he acquired it, the soil was "completely sandy and unproductive." Benckler had also collapsed the shepherd's hut to use the wood for fire, forcing Rheinwald to now spend 200 fl on rebuilding a "double shepherd's house" for his shepherd and herdsman.

In addition, the Benckler property's mill was "ruined" when he took possession and then further damaged by fire, which required 100 fl to repair. Although the grist mill portion apparently functioned, the local water source was inadequate to operate the sawmill equipment that Benckler had installed for 700 fl. That equipment needs replaced. So even though their annual rent included 15 fl for permission to operate both millworks, the sawmill part had not earned "a bit of reaper's wages" (*kein Heller Schnitterlohn*; likely a euphemism) from the start, and Rheinwald asserted that the 7½ fl in annual rent to cover their saw milling license had been wasted.

Over four years later, in a December 1782 statement, Rheinwald claims to by then have invested an additional 5000 fl in Benckler site repairs and still needed to construct "various stables and a barn." Why would he have acquired it given its condition and so great a need for added investment? As he explained in the same statement, he never would have bid on the lease to begin with had he not already "learned how unpleasant it was to own common property and how extremely dangerous it was to have an evil neighbor."

Contesting 1778 Rent. In years following the acquisition, a handful of other complaints surface amid ducal attempts to collect Rheinwald's rent on the former Benckler half. For one, Rheinwald's effort to forego any further rental payment on the site for 1778 repeatedly falls on deaf ears, and it is hard to tell how justified that refusal truly is. Rheinwald doggedly contests this rent, requesting that his share be waived and/or Benckler's share deducted from either the auction price or Benckler's

bankruptcy proceedings. Rheinwald repeatedly mentions that 1) his auction bid had included 210 fl for the year's rent, so any they deem he owes should be deducted from the auction payments; 2) the year 1778 offered him no opportunity to earn revenue from the property—no crops were in the field to harvest when he bought it and his acquisition date of May 13 (let alone his possession date of July 30) was too late to plant summer crops that would generate income for the year; 3) he had made explicit notation in the auction minutes of his inability to plant crops and his intent to have the year's rent waived; 4) his brother-in-law, *Oberförster* Fabricius, had made a 210 fl payment to the bailiff at the time of the auction as a precaution against such claims. He could perhaps have added a fifth reason had he then known of it: during the ducal government's 1780 fact-finding efforts one of the local officials asserted that the son, Conrad Benckler, had already paid a portion of this 1778 rent up to the auction date.

The substance of these arguments and the timing of officials' awareness of them seem to bypass each other as they make their way up, down, and across the various levels of the duke's bureaucracy. Overall, officials refuse to recognize any validity in the claim that Rheinwald's bid included 210 fl for rent and could therefore be deducted from the auction price. One reason given was that it would impair the interest of the Pirmann trust beneficiaries, since Benckler had owed a large amount to be recovered from the auction. In this they also fail to recognize Rheinwald's assertion that he had resolved the claim for 1,200 fl. But at least one lower level official concedes it would be "fair" if Rheinwald were only charged from the auction date forward.

As for the planting season, when officials consult local farmers, they assert that contrary to Rheinwald's statement, May was an ideal time to plant summer crops. The officials therefore doubt he was prevented from planting and discount it as a valid excuse. But in that, they fail to consider the difference that altitude may have played in the Hermersberger Hof's growing season compared to farms in Wilgartswiesen's Queich river valley. Neither did they consider his actual July 30 (rather than May 13) possession date. As for his notation in the auction minutes, they eventually determine it only granted him the right to appeal to the royal revenue board for a waiver, not assure one would be granted. Regarding his brother-in-law's payment of 210 fl at the time of the auction, the officials never address it, and Rheinwald asks that it be refunded if it would not be considered; whether that occurs is never mentioned.

Rheinwald's final plea, in October 1780, requests that they only charge him for the period from his July 30 occupancy until the date the rent would have been due, St. Martin's Day (November 11) 1778. The following month the royal revenue board finally recognizes the contradiction between the auction minutes stated access date of May 13 and actual access on July 30, delayed by Benckler's claim of a rigged auction. But they pass on ruling and decide to "let the law take its course" as part of Benckler's ongoing bankruptcy proceedings. This issue is not mentioned after that, so this particular resolution remains unknown.

Still another matter of recurring contention involves a timing problem in Rheinwald's cash flows. His own rent is due to the duke every St. Martin's Day (November 11), but he does not receive payment from his own tenants on the Benckler site until the following St. George's Day (April 23). His annual payment for the next four years to pay the auction price balance comes due every Easter. Because of the delay in his receipt of tenant rent from the farm in relation to his own due date, he

asks that his due date be moved back until the following St. George's day so he could synchronize his tenant rental revenue with his own lease expense. *Vogt* Sprenger denies this request since it would render payment in the year following the rental year and over time create confusion as to which year each payment covered.

*Establishing the New Lease and Seeking Pasture Access***.** At the time of the 1778 auction, Rheinwald was required to provide security to cover his auction price, but failed to do so. Hence, although he continued to manage and farm the Benckler site, no new hereditary lease contract was issued for it. He apparently managed to make his auction payments, however, because in early 1782 Vogt Sprenger informs the royal revenue board that he does not have a lease for the property in hand, and efforts begin to establish one. When Rheinwald reviews the resulting contract, he submits a list of concerns over it. In addition to citing his substantial investment to date and the need for additional investment in sawmill machinery, stables, and a barn, he names drawbacks that lower its value. For one, winter crops are not viable due to how long the deep snow lasts at the elevated site, and he can only rely on ground pears as a principal cash crop. Beyond that the location is too high, dry, rough, and sandy to plant fodder—only an area near the mill could be converted to pasture. He therefore asks for another reduction of 100 fl in the now 420 fl annual rent and launches yet another appeal for grazing access and acorn forage area in the community forest.

Once again the ducal government issues a set of inquiries to assess Rheinwald's assertions. *Vogt* Sprenger reports back that the 420 fl is indeed too high. The site cannot be profitable without additional pasture, and he recommends that Rheinwald be granted grazing and acorn forage rights for an additional 35 fl annual rent. If granted, no rent reduction is needed. *Oberförster* Fabricius reports that the forest acorn forage area is worth 19 fl rent and pasture rights 15 fl, but adds that the forest will be better preserved with no grazing rights granted, and acorn foraging should be limited to a third of the forest area. Fabricius' superiors in the chief forestry office indicate Rheinwald's request must be denied, but if there is excess forest growth at some future point, Rheinwald could join with others in communal access to it. The royal revenue board reports that a rent reduction of 60-70 fl was reasonable, but not grazing rights; he could bid for acorn rights like any other community resident if he wanted. The final decision comes in 1784, two years after Rheinwald made his request: a 50 fl rent reduction for two years, but no forest access.

Three years later, in February 1787, Rheinwald again writes to the duke for forest grazing access. Asserting that since he now holds the entire estate lease, everything is in good condition and all the site lacks is adequate grazing area. He once more rehearses the site's history, starting with the Hornbach Abbey grant of one third in trust to the Falkenburg community and two thirds to the duchy. Since Falkenburg and Hornbach farms enjoy use of the forest, so should he. The topic next surfaces in a January 1790 report by another *Vogt* of Annweiler, this one named Weiland. The *Vogt* registers his support for granting both grazing access and rent reduction. Still, the royal revenue board denies both the following month. After that, the ducal record on Hermersbergerhof goes silent as revolutionary upheaval escalates.

Post-1776 Recap and Tenant Tribulations. Just as with the ducal reports and pleas from 1769 through the 1776 subject lists, the records which resume in 1778 tell a story of ongoing leaseholder challenge. Rheinwald must have been a better financial manager than Benckler, or perhaps simply

had more financial resources at his disposal, or possibly more competent tenants, because he apparently found a way to make his original half of the site self-supporting. Following the May 1774 seizure and auction of assets to cover that site's back rent, no other legal action to retrieve payment on his original parcel surfaces.

But Rheinwald's acquisition of Benckler's dilapidated holding renews his financial difficulties, although without the ongoing threats of seizure and auction that had constantly plagued Benckler's tenure. Most of the proceedings that transpired from his 1778 acquisition through the end of 1780 dealt with Rheinwald's contention that he should not be required to pay Benckler's 1778 rent, though he also struggled to pay both the balance of his auction price and his 1779 rent on the property. He was threatened with asset seizure on Benckler's former share once in October 1779 and again in October 1780. Benckler's ongoing bankruptcy proceedings—which had meanwhile muddled along in the background at least through 1780—also complicated Rheinwald's dealings, since the question of whether to collect the 1778 rent though Benckler's bankruptcy lingered for some time. The remainder of Rheinwald's appearances in these records reflect his efforts to adjust the terms of his new lease, spread throughout 1782-84; his renewed appeal to obtain forest grazing and acorn forage access in 1787; and the ultimate rejection of that request in early 1790.

Rheinwald's challenges in financing the obligations resulting from his Benckler site acquisition created considerable anxiety for Rheinwald's tenants, however. Again, no mention of who worked on and/or rented the Benckler site survived, and we can only surmise based on the 1776 list of occupants that Hans Adam Schoppert and possibly the two Oyers seem likely candidates during that year. But it remains anyone's guess whether by the time of the May 1778 auction any of them remained to work on that property or whether Rheinwald had contracted with other renters to work the site.

One of the hamlet's older structures, construction date not known.

[photo: Gordon Oyer, 1984]

According to one of Rheinwald's formal appeals, in which he listed his litany of complications and hardships with his new acquisition, he indicated that his tenant [*Beständer*] had been required to live off the site for fourteen months, was unable to harvest anything for 1778, and therefore paid no rent to Rheinwald for that year. On another occasion he noted that his farm attendants [*Hofleute*] had been threatened in November 1779 with asset seizure to collect the unpaid 1778 and 1779 rent that Rheinwald owed on Benckler's share, and lived in "fear and anxiety" over their fate. His 1782 appeal for better lease terms insists the rental rate was such that neither he as hereditary lessor and proprietor nor his "temporary" sublessor [*Temporalbeständer*] can subsist on the site. And finally, in January 1790, the new *Vogt* Weiland of Annweiler reports to the royal revenue board that it seems certain the Hermersbergerhof will again become desolate if rents are not reduced and pasture acreage are not increased. "The entire colony of farm attendants [*Hofleute*] is in decline and the authority [*Amt*] has been repeatedly declaring them bankrupt." He does not clarify whether this assessment applies to the entire estate or only the troubled original Benckler portion, but since it then pertained to a renter of the entire property, one might assume the former.

French Revolution to Present on the Hermersbergerhof

In bringing this story up to the present, *Hermersbergerhof History* provides fewer details to work with after 1790. Yet couple of intermittent materials at least offer some glimpses of later years.

From the French Revolution into the Nineteenth Century. Blame for the ducal record silence of course falls with the French Revolution that erupted in 1789. The Dukes of Zweibrücken had close ties to the French monarchy; they received funding from the French king and assigned their own troops to the French army. Duke Christian IV was married to a French ballet dancer whom the king had granted noble status. But her commoner origins meant that their two sons could not inherit the ducal title, hence its passing to Christian IV's nephew Karl. But they were granted the title Counts of Forbach, a status named after their mother's birth city, though without sovereignty over any actual place. One of those two sons, Christian, led troops who fought on behalf of France for the colonists in the American Revolution.[25]

Especially given that ducal relationship with the French crown, the reigning duke at the time, Karl II, was forced to flee his duchy in 1793 when French revolutionary troops moved into the Palatinate to expel advancing Prussian troops intent on restoring France's monarchy. He took refuge farther east in the city of Mannheim, just across the Rhine River, and in 1795 he died there in exile. His brother Max Joseph of Bavaria, whom Napoleon later named king of Bavaria in 1806, then assumed the duke's title. Duke (and now King) Max I would not visit his western Palatinate holdings until 1816.

Three significant military engagements occurred not far from Hermersbergerhof during this revolutionary era, one at Pirmasens (September 1793) and two at Kaiserslautern (November 1793 and May 1794). In each case the Prussian/Austrian coalition successfully repelled the French. Joe Staker's Albrecht genealogy notes that Michael Albrecht's son, Johannes, farmed at

[25] Details from Hermann and Gertrud Guth, "Zweibrücken, A City and a Duchy," *Mennonite Family History* (April 1988), 46-49.

Hermersbergerhof until it was partly destroyed by French troops in 1794. Whether that destruction related to any of those battles is not clear. But the Wilgartswiesen community website supports that local military destruction occurred, stating that nearby Hofstätten was captured and partly destroyed in 1794 by the French, as was the Neu-Falkenburg administrative castle at Wilgartswiesen. Hermersbergerhof lies directly between them.

Hermersbergerhof History offers little on how this French arrival affected the leaseholders or occupants of the site. It observes that beginning in 1792, the Duke had seemed more willing to offer leaseholder concessions in response to "the spillover of revolutionary activity from France." But it fails to mention any concessions specifically to Rheinwald nor gives his ultimate fate. It only notes that Rheinwald does not appear later in nineteenth century records. It does note that the French administratively annexed Hermersbergerhof as part of the Wilgartswiesen community, and it assumes that "the families who cultivated the land on the farm on behalf of Rheinwald must have come into possession of the land." According to Staker, in 1800 the French occupied the estate and sold it into private ownership either then or in 1802.[26]

That mention of annexation to Wiltgartswiesen raises a question, though. After the French gained sovereignty over the left bank of the Rhine following treaties with Prussia (1795) and Austria (1797), they established the Queich River as southern border of a new department named Mont-Tonnerre (named after the region's prominent Donnersberg, or "Thunder Mountain"). They also extended the Alsatian Bas-Rhin department north to the Queich River, which then incorporated the towns of Landau and Annweiler. This boundary would place Hermersbergerhof in Mont-Tonnerre and Wilgartswiesen in Bas-Rhin, so whether the annexed hamlet then belonged to Mont-Tonnere or Bas-Rhin is not clear. The French governed the Palatinate region until Napoleon's defeat in 1815.

Nineteenth Century Hermersbergerhof. Although *Hermersbergerhof History* did not closely explore the post-revolutionary ownership transition, it offers a couple of snapshot glimpses of later residents. The first glimpse summarizes two land records, both notarized on July 8, 1810, under Napoleonic governance. It documents the sale of "parts of the so-called Hermersbergerhof, located in the forest of the municipality (*Mairie*) of Wilgartswiesen" by **Leonhard Brödel**, a farmer there. Each of the two parcels that Brödel sold reflected a "twelfth of the entire farm," which "**Konrad Schüler** [once] owned and had received 'in fief' from the Rheinwald heirs." The transactions confirmed that the ownership title for a house on each site also transferred with the sale, but asserted that "nothing from the so-called *Wüstmühle* ["deserted mill"] and the mill property belongs" to the associated twelfth that sold, but "remains the sole property of the owner" [Brödel]. In addition, it notes that each of the two house sales included a share in the "so-called *Rheinwaldische Scheuer*" [*Scheuer* = "barn"], perhaps referencing a community barn or shed on the site that survived the military destruction.

This sales record implies that at some point Rheinwald had died and the property had passed to his heirs, who later passed it to Konrad Schüler "in fief." The authors do not clarify what the "in fief" notation implies. One conjecture: perhaps the Rheinwald heirs inherited their father's lease before the troops arrived, then sold or passed the lease rights to Schüler, who then gained title from the

[26] Staker offers no source documenting this occurrence.

French before selling it to Brödel. It's impossible to say with information given. At some point, Brödel did own at least the one-sixth of the whole that he sold as two separate parcels in 1810. One of the two parcels went to "**Wendel Bachmann**'s widow," acquired under the authority of Georg Michael Bachmann of Wilgartswiesen (perhaps her son?), and her share included "the house that Konrad Schüler previously owned." It does not indicate if she already resided there under Brödel's ownership or if it was acquired for her to move into. The second property was purchased jointly by **Konrad Locher** and **Jacob Unruh**, "both of whom lived at the Hermersbergerhof." Locher was given sole title to the house; Unruh's wife, "**Margaretha, née Nuß**" co-owned his share with him.

Hermersbergerhof History's second glimpse at this era provides an 1843 snapshot of the site's owners that year as derived from tax rolls when again under German sovereignty. It named seven landowners, with the sizes of their parcels provided and the names from whom they had acquired their parcel. The plats are measured in an archaic German unit named a *Tagewerk*, originally derived from the area that could be ploughed in a day. It also names the share of the "entire Hermersberg estate" that each parcel represents. As an indication of how many times the land had by then been re-divided though sale, inheritance, transfer, and marriage, these portions were also listed in units of 240ths; the recorded individual shares totaled 240 shares and so the list accounts for the entire occupied area. The largest portion was owned by **Wilhelm Engelhard**, listed as farmer and "*Adjunkt*" (mayor's representative), who owned half of the estate. He acquired the property through his wife, **Elizabeth**, who had inherited it in 1830 from her father **Leonhard Brödel**, named as the 1810 seller of two parcels noted above.

Theodor Osterheld, a royal forestry warden, owned one-sixth, or 40 of the 240 total shares. He acquired the property through marriage to his wife, **Katharina**, another daughter of **Leonhard Brödel**, who inherited it from him in 1831. **Andreas Schock** farmed this parcel for Osterheld, perhaps a resident who was not a landowner. From this it seems that if Leonhard's daughter Elizabeth Brödel Engelhard inherited half of the site, another daughter Katharina Brödel Osterheld inherited one-sixth of the site, and Brödel had sold another one-sixth in two 1810 transactions, then he most likely owned at least five-sixths of the total at some point, perhaps its entirety.

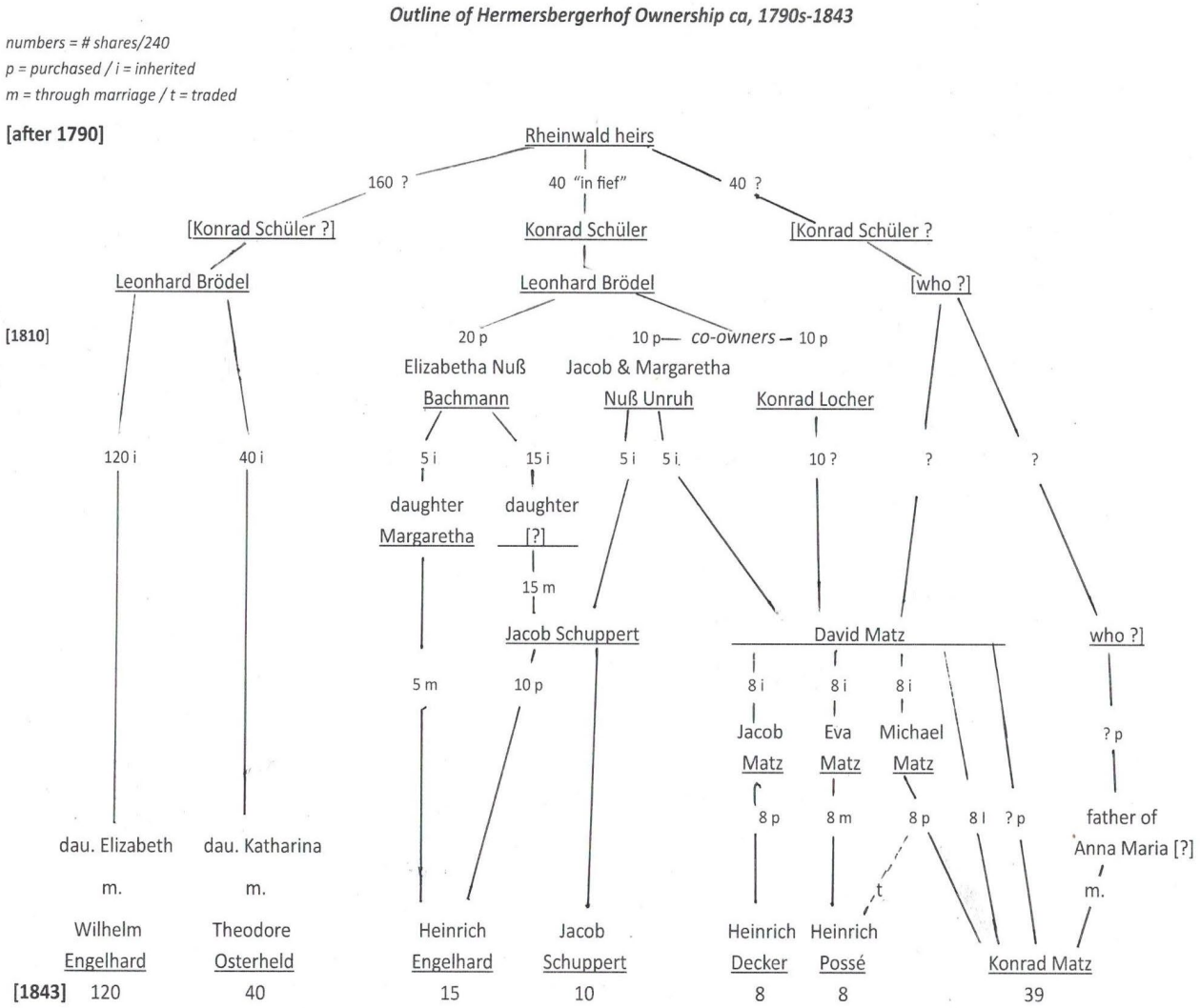
Two other 1843 owners also trace their acquisition to parties in the 1810 transaction. One third of farmer **Heinrich Engelhard**'s 15-share parcel was acquired through his wife **Margaretha**, who inherited it from her parents, the **Wendel Buchmann**s—undoubtedly the Wendel Bachmann whose widow purchased the parcel from Brödel in 1810. Engelhard purchased the other two-thirds of his holding from **Jacob Schuppert** in 1830. That same **Jacob Schuppert**, a farmer, in turn owned another ten shares of Hermersbergerhof land in 1843—partly inherited from his cousin **Margaretha Nuß Unruh**, who had co-purchased the other 1810 parcel from Brödel, and partly inherited through his wife's mother, **Elisabetha Nuß Buchmann**, that same widow of Wendel Buchmann/Bachmann named in 1810.

When these convoluted tax roll interrelationships are parsed out and compared to the 1810 sales, it seems that both those 1810 purchases involved women whose birth name was Nuß. Margaretha Nuß Unruh passed along part of her co-purchased share to "cousin" Jacob Schuppert. Widow Elisabetha Nuß Bachmann/Buchmann passed her purchased share to two daughters: one (unnamed) married Jacob Schuppert; the other (Margaretha) married Heinrich Engelhard. Those

two men then came into ownership through their marriages. In addition, Heinrich Englehart later purchased part of Shuppert's land.

The last three owners cluster within another family of apparent in-laws. The 39 shares of Hermerbergerhof land that farmer **Konrad Matz** owned originated through four different transactions. He inherited part and purchased another part from the 1828 estate of his parents **David** and **Elisabeth Emmer Matz**, and then purchased a third part from his brother **Michael Matz**. The father of his wife, **Anna Maria** (no birth name given), purchased the fourth part for him in 1835; in this case, the flow of ownership from Rheinwald's heirs to the extended Matz family cannot be determined.

The day laborer, **Heinrich Possé**, obtained his-eight share lot though his wife **Eva**'s 1828 inheritance from her parents, **David** and **Katarina Eymer Matz.** [The different names for David's wife is puzzling. Did David Matz marry two different Emmer/Eymer women? Are they the same woman with one name mis-recorded? Were there two David Matz's, an uncle perhaps?] In 1840 Possé then exchanged part of that parcel with **Konrad Matz** to obtain the house with cellar, barn, and courtyard that had been Matz's. The final landowner was farmer **Heinrich Decker**, also with



an eight-share lot, who purchased it from **Jacob Matz** [a brother of Eva, Michael, and Konrad?] in 1837 and constructed buildings on it in 1838. The accompanying chart attempts to graphically depict this flow of post-Revolution land ownership.

Hermersbergerhof History tucks away one more tidbit about the property's fate. It notes that "Otto Englehardt, who was over eighty years old and who took the information from his grandfather," stated that the *Wüstmuhle* was "demolished" soon after 1843 and "usable building material" was taken to the town of Rinnthal, about five miles east of Wilgartswiesen. Otto presumably descended from either Heinrich or Wilhelm from the 1843 tax rolls. This was the mill property that Leonhard Brödel retained when selling the two parcels in 1810. It was also surely the mill that George Andreas Benckler erected in the late 1760s.

Twentieth Century to Present. The final historical snapshot offered by *Hermersbergerhof History* reprints a 1904 regional history excerpt, which describes the site as a circular "120 *Tagewerk*" plateau with another 240 *Tagewerk* of private forest that belongs to the community. It also reports that eleven family dwellings in the village housed about fifty residents, and notes three inns on site, including "Miss Schuppert's" inn and "spa house." Her family name therefore appeared among site residents in three successive centuries: Hans Adam Schoppert in the 1776 list of ducal subjects, Jacob Schuppert as a landowner and farmer in the 1843 property tax rolls, and "Miss Schuppert" as an innkeeper in 1904. A local resident of Hermersbergerhof recounted that Schuppert descendants currently reside in Wilgartswiesen, and today a hamlet street carries the name "Schuppertstrasse."

On my first visit in the late spring of 1984, Hermersbergerhof was an active village of perhaps a dozen private residences. It hosted two restaurant/inns, a large church-affiliated residential alcoholic rehabilitation clinic, and the studio of a stonemason/sculptor. It also offered a winter recreational destination, with lift-equipped ski and toboggan slopes on its outskirts, as well as a summer hiking stop. In the winter of 2013 Hermersbergerhof was one of several sites across the Palatinate for demonstrations opposing the installation of wind turbines in its forested landscape.

On my most recent visit, 40 years later in April 2024, COVID and climate change had taken their tolls. Both restaurants/inns had closed. The winter slopes no longer operated. The rehab clinic had closed and been sold, purchased by an entrepreneur who now housed about 100 Ukrainian refugees there. The stonemason's studio appeared that it might then have functioned as a venue for instruction. A new residence was under construction, so the hamlet remained a desirable housing location for someone to invest in. The region's hiking trails also remained active.

Most recently, a new enterprise surfaced here in 2024: the *Freiluft Atelier Pfälzerwald*/Open-air Studio Palatinate Forest, billed as "a partner company in the field of 'Education for Sustainable Development' in the UNESCO Palatinate Forest-Northern Vosges Biosphere Reserve." Its stated programming goal is to "invite participants not only to observe nature, but also to experience it and re-establish an emotional connection. In doing so, we aim to strengthen the skills necessary for shaping a sustainable world: a connection to nature, critical questioning, a sense of responsibility, creativity, teamwork, and the ability to understand complex relationships."[27] Perhaps yet another

[27] https://www.freiluftatelier.de/, accessed 5 October 2025.

reason this site's quiet and scenic beauty makes a visit worthwhile—especially when enhanced by more insight into those who have lived here across the past two-and-a-half centuries.

"Schuppertstraße" street sign in Hermersbergerhof

[Photo: Gordon Oyer, 2024]

Closing Reflections

As a whole, this review offers an intriguing, if fragmented, peek at life on a mountainside Palatine farm in the mid-to-late eighteenth century. It helps illuminate, for one thing, how its residents grounded certain appeals to their owner-sovereigns in conditions established by an ancient Pirmann trust and in traditional community forest usage. Those conditions emerged through actions once taken by Countess Wilgarta and Hornbach Abbey. Recognizing this ongoing influence of long-past actions and traditions helps make a case for appreciating ways that present lived experience—while quite distinct from the past—still intertwines with the past. But differences between the past details of eighteenth-century lived experience and our own especially stand out for us. Those differences, recognized mainly through formal court records rather than personal observation, often prompt more questions than clear answers.

Peasant Experience

A Calendar of Holy Days. This material confirms, for one thing, the ubiquitous age-old reliance on the church calendar of holy feast days to assign deadlines and future events in daily economic transactions. In an essay on the Montbéliard Amish Mennonites, Jean Huckel notes how they "paid

rents scrupulously on the feast days of Saint Martin [Nov. 11] and Saint George [April 23]"[28]—the same two dates used as Hermersbergerhof lease payment due dates, the former for the hereditary lease and the latter for Rheinwald's subtenants. Other such days were named for payment extensions or other deadlines: Epiphany ("Three Kings Day"/January 6), Candlemas (February 2), Easter, Pentecost, St. John's Day (Midsummers Day/June 24), St. James' Day (July 25), Michaelmas (Archangel Michael Day/September 29).

Relating to Authority. One can trace some basic patterns in the ruling authority's governing activities in the material. Yet it fails to clearly illuminate many obscured nuances of the era's governmental workings—the roles and relationships between its officials and territories, the limits to its authority, the unspoken priorities behind its decisions. How exactly did the dual/jointly-held sovereignty of the Dukes of Zweibrücken and Counts of Leiningen over the Falkenburg bailiwick (or was Falkenburg really a *Schultheißerei*/mayoralty?) complicate and play into officials' perpetual reluctance to grant these leaseholders expanded pasture access in the Pirmannswald? What mix of motives and priorities fueled forest ranger concerns for forest conservation and usage in their reports back to revenue board inquiries? Was it to protect the fecundity of hunting sites and/or exploitable lumber resources for exclusive ducal use? Was it from a traditional sense of the sacredness and sustenance embodied in those forested mountains?

Another question about official dynamics those records capture might be, how did tensions between official responsibilities and personal relationships/loyalties affect reports filed and decisions pronounced? Relationships such as those between the *Oberförster* colleagues Fabricius of Annweiler and Becker of Elmstein; between Fabricius and his brother-in-law, *Kammerassessor* Rheinwald; between Becker and the Hans Habecker, whom he empowered to bid on his behalf—all of which apparently collided in the challenge to a 1778 auction of former *Schultheiß* Benckler's lease share? Did the relationship between Benckler, overloaded in debt, and his auction overseer friend, town clerk Patrick of Annweiler, affect Patrick's collection and distribution of an earlier auction's proceeds?

Farming. This account also exposes some basic aspects of farming in this time and place, such as types of crops planted and harvested and livestock raised. It highlights certain routine farm operational considerations, such as the balance between nurturing cropland and managing herd size to supply fertilizer needed, as well as the impact of farming at different elevations. And matching acquired mill machinery with the local water supply available to drive it. And uses of forested land for "rough" [*Rauhweide*] and "rich" [*Schmalzweide*] pasture[29] to graze cattle and oxen

[28] Huckel, "The Anabaptists and Joseph Graber Create the Montbéliard Cattle Breed," *Montbéliard Mennonite Church Register, 1780-1958, Volume One*, Joe A. Springer, ed. (Goshen, IN: Mennonite Historical Society, 2015) 555.

[29] A Google AI return indicates that "*Rauhweide*" refers to "a 'rough' or coarse meadow, likely a piece of land that was cleared of trees but not thoroughly cultivated, leaving it with rougher grass, scrub, or pasture; whereas "*Schmalzweide*,**"** a term less common, "likely refers to a 'fat"'(fertile or rich) meadow, used to describe fertile, productive pastureland." Dr. Emerson Nafziger (University of Illinois College of Agriculture) interprets as follows: "I suspect that the *rauhweide* might typically be (or have been) on thinner, probably more sloping (these two tend to correlate) soil, where productivity wasn't high enough to justify the work of clearing it then keeping weeds and brush from coming back. It might have been used more for grazing by sheep, goats, dry cows, or heifers than for milking cows. The "rich" pasture was likely on better soil with less

(horses, traditionally held by those of nobility and wealth, are not mentioned here) and for swine acorn foraging. The acceptability of sheep but not goats for forest grazing. The need to pay an array of fees—fees for construction timber and firewood, fees to maintain sheep herds (split between ruler and shepherd's guild), fees to operate grist/sawmills and wineries—and that when "all taxes, small tithes, large tithes, blood tithes" are waived. Behind all this, it illustrates the indispensability of shrewd management skills to take these and more into account for generating timely income that would meet legal rental obligations—with dire ultimate consequences if unable to do so.

Amish Mennonite Experience

With Agriculture. One trait we have come to associate with Swiss German Anabaptists of this era revolves around their farming skills. Jean Huckel's account of Anabaptist experience in the Montbéliard environs cites a 1796 report's claim that:

> It is well-known that [Swiss Anabaptist émigré farmers] succeed incomparably better than the native people of the region. … As for cultivation of land, … the Anabaptists cultivate with greater capability, especially through their greater use of manure, and therefore have better harvests. However, to have more manure, it is necessary to have more fodder and consequently one must improve the meadows.[30]

As another example, in support for his assertions about "the more modern and effective farming methods of the Amish," Hermann Guth cites a study by Gerhard Hard, which says in part: "Characteristic of Mennonite farming methods, as opposed to those of local villagers, was the appearance of an extensive three-field system, with one-fourth to one-third of the land left fallow, planting comparatively greater areas in wheat, stall-feeding animals," and numerous other traits.[31] Guth also mentions how:

> The agriculture of that day made significant use of forested land for raising livestock. Usually the surrounding woods belonged to the estate and were the property of the landowner. At certain times of the year, the leaseholders were allowed to turn their livestock loose in the forests—the cattle and horses to graze in the "common meadow" and the pigs to "fatten" on acorns and beechnuts. The small farmers of the village were excluded from this practice. In such a case of opposing interests, the leaseholders sometimes had to defend themselves against attacks by local villagers.[32]

Guth adds, "To be honest, it must be mentioned that the farmers on estates exhibited a certain pride in daily life and distanced themselves from the village population. The Amish conviction about the singularity of their belief could easily degenerate into arrogance and intolerance."[33]

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slope and was probably used to make hay (if it was near the homestead) as well as for pasture. It was also probably more improved – pasture maybe reseeded once in a while and maybe some manure spread." Email, Emerson Nafziger to Gordon Oyer (22 Jan 2025).

[30] Huckel, "Montbéliard Cattle Breed," 556.

[31] Guth, *Amish Mennonites*, citing Hard, "Die Mennoniten und die Agrarrevolution," *Saarbrücker Hefte* 18, (1964), 7.

[32] Guth, *Amish Mennonites*, 6.

[33] Guth, *Amish Mennonites*, 8.

The unique terrain, altitude, and political circumstances all factored into farming decisions made at the Hermersberger Hof. But taken together, these Huckel and Guth observations might add perspective to the account related in prior sections. Comments about favorable impressions made by Albrecht, Ingold, and Habecker as farmers support that broader farming reputation the era's Amish Mennonites apparently gained. It also hints that the expertise of Rheinwald's Amish Mennonite tenants—who perhaps took forest grazing access for granted—may have served as a force behind Rheinwald's ongoing and tenacious efforts throughout those years to gain expanded grazing and foraging rights in the Pirmannswald. And, traditional tensions between estate leaseholders and village residents may help explain the seemingly fierce pushback by Falkenburg community members at the suggestion the leaseholders might be permitted to use "their" traditional village forests.

Noting this Swiss Anabaptist reputation for farming skill might raise another question of why the site's eighteenth-century operators struggled to establish a successful operation here when earlier Cistercians apparently succeeded at that for centuries. Reconsidering their differing circumstances helps make this plausible. The Cistercian occupancy permitted access to twice as much area as available to the duke's leaseholders. That implies the monks could access those forest grazing areas perpetually coveted by Rheinwald and Benckler. Further, if the Cistercians primarily focused on wool production, and they grew grain and other crops mainly for their own and their animals' consumption, they would not have needed large fields to maximize marketable cash crops and would have applied more available manure to better fertilize fewer and more compact fields. For the Zweibrücken tenants, though, marketing such crops was a crucial source of revenue to pay their high rents; for much of their time here, the Cistercians would have paid no rent at all. These differences make a more accommodating Cistercian tenure here unsurprising.

As Sectarians in an Authoritarian Setting. Finally, this account also hints at ways in which their Amish Mennonite faith itself might have influenced these families' relationships. Guth's research observed a tendency that, "almost always several families lived together on one estate," at least in part to "guard against the possibility that families could become isolated and thereby lose touch with the congregation."[34] One wonders, then, did the (likely) prior residence of Georg Ingold at Wilensteinerhof and Michael Albrecht at Lauberhof—farms just a short distance apart and both affiliated with the Hofstätten congregational assembly—contribute to them both later appearing together as residents at Hermersbergerhof? We have no conclusive documentation of where the Oyers lived before they arrived here, [35] so could similar, now forgotten relationships have also contributed to their presence here?

Then again drawing from Guth's overview, he asserts that Amish Mennonite leaseholders did not consider themselves to be "subjects of the landowner … but partners-in-contract who were quick to

[34] Guth, *Amish Mennonites*, 6.

[35] See "Section 1: Where Spoil and Water Mingle: Some Thoughts on Oyer Origins." Some speculate that the older Hans Oyer of Hermersbergerhof may have been one Hans Jakob Eyer and moved here from Baden-Durlach, east of the Rhine River. This Hans Jakob Eyer is believed to be the grandson of Benedict Eyer, who moved to Baden-Durlach from Alsace in the early 1700s. Though this Oyer/ Benedict Eyer link is a possibility among others, that relationship has not been documented.

make reference to their free Swiss origins."[36] Could this stance also have been a reason that contributed to the Albrecht and Oyer failure to appear before the bailiff and swear homage to Duke Karl II, beyond simply a faith tradition that discouraged swearing oaths and civic participation? And with that, if Inngolt was still there in late November 1776, why did he choose to comply? Along these lines, one also wonders, did the bailiff actually tap Inngolt to play the fundamentally civic and legal role of standing watch over Benckler's crops and animals as they were sequestered on site for seizure and auction in the summer of 1776? If so, how would Anabaptist Inngolt have handled potential conflict had Benckler tried to circumvent that sequestration, as bailiff Liernur asserted he successfully did the year before?

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Most of these questions can never be answered with certainty. Eighteenth-century farmers and peasants were not accustomed to committing their daily interior thoughts and motives and emotions and rationales to written forms that we might now re-access. But hopefully this effort to review and summarize material from *Hermersbergerhof History* and the 1776 ducal subject lists adds to our impressions of the lives lived on this site by these three Amish Mennonite families.

[36] Guth, *Amish Mennonites*, 6.