Property Law

The term Meier (Mehre, Meyer, Maier, Mair, Mäher, Mäger, Major, Meiur, Mayer, Meir, Mayr, Meyr, Majer, from the Latin 'maior') originally referred to an official of a noble or ecclesiastical landlord responsible for managing the estate ('Meierei'), and from the later Middle Ages onwards, it also referred to a tenant or independent farmer.

Notations
For the Meier, there were a variety of regionally and temporally different designations such as Amtmann (Ammann), Amtsschulze, Bauernvogt, Drost, Gutsvogt, Hofbauer, Hofmann, Geißelhofmann, Hofschultheiß, Meiervogt, Schultheiß, Vogt. If the landlord was a monastery, they are also referred to as Klostermeier, Kellerer, Pfleger, Schaffner, or Stiftsamtmann.

The term 'maior domus' (Latin) referred to the head of the household or the household staff (a steward). In 1338, the Bishop of Augsburg referred to a 'Master Ulrich' as 'our court steward' (Ulrich Hofmaier, from the Augsburg family of Hofmaiers). In the Middle Ages, the steward was the appointed administrator of the landlord. In Lower Saxony, tenants of agricultural land were also referred to as 'Meiers'.

There are distinguished four different designations and functions for the Meier:

> The "Major Domus or Comes Palatii of the Frankish kings, the supreme Count of the Palatinate", who "often appeared in the Middle Ages under the name of Meier, Hausmeier". "Even in the Swabian Mirror, the Elector of the Palatinate is called the supreme judge and Hausmeier of the Holy Roman Empire. In the following periods, the noble court official, now known under the equivalent name of Hofmeister, was called Meier and Hausmeier."
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> "In the cities, the Meier was one of the most prominent authorities, who exercised high jurisdiction, and had almost the same office and dignity as the bailiffs and debt collectors, but sometimes differed from them."
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> "The supervisor of agriculture, whether of an entire region or a single estate, where it was formerly used by several types of such supervisors, and is still used in some places. Particularly, a supervisor of a farm or field estate, even if it is just a peasant farm, who oversees the field cultivation for an annual wage, and is the highest among the servants, is often called a Meier or Hofmeyer in many regions. In other places, he is called a Vogt, Feldvogt, Schirrmeister, in Bohemia a Schaffner, in Pomerania a Statthalter, but in Meissen a Hofmeister. [...] The supervisor of the maids of an estate, whether she is the wife of the Meier or not, is then called a Meierinn, Hofmeierinn."

> "In an even broader sense, in many regions, especially Lower Saxony and Westphalia, the Meiers are owners of unfree peasant estates, certain hereditary rentiers, who do not own their Meiergut or Meierhof as their own, but only as a hereditary lease renewable every nine years, and pay a certain fixed Meier rent to the landlord."

Function of the Meier
The Meier operated a farm, the drudgery farm, for the landlord himself, supervised the serfs (villici), who farmed the acres (or huben) assigned to the drudgery farm, collected taxes for the landlord from them, and generally exercised the court jurisdiction of the landlord, including the right to demand forced labor (drudgery).

The Meiers were originally serfs themselves; during the Middle Ages, they were often able to rise to the rank of ministerials and tried to turn their Meier office into a hereditary fief. In the course of this development, the natural dues were often converted by the landlords into a fixed, annual monetary income, so that the Meier often became a tenant of the estate manager. The estate was then called Meierhof or Meiergut (Colonat). From this rural professional and social designation, the frequently encountered family name Meier with its orthographic variants was formed.

Farmers' tenantry and tenancy rights
The historical modern feudal law regulated the relations between the landlord (the owner of the land) and a farmer (the manager of the land) as a so-called "Meier" (the farmstead also called "Meierei"), also known as Ackermann, Baumann, Spänner, within a special legal framework.

Due to the population declines caused by plague epidemics in the 16th century and during the Thirty Years' War in the 17th century, and the resulting deserted lands, new farmers were then deployed to vacant farmsteads. These farmers were able to secure new leasehold arrangements at more favorable conditions than free farmers (without serfdom) and with comparatively low burdens of services.

Design and objectives
Over time, the feudal right evolved from a pure, time-limited leasehold, which necessarily ended upon the death or departure of the farmer, to an hereditary, real right to use foreign property under the obligation to pay certain annual payments, manage the property properly, and obtain a new Meier letter at certain times. By the end of the 18th century, the Meier right had developed into a general leasehold, which was applied not only to Meier positions, but to all farm sizes.

The formulation of legal details differed in the various regions of Germany due to the diverse governance structures in the German (small) states. Here, the typical conditions in Lower Saxony and Westphalia are presented.

The main aim of the Meierrecht was to maintain the Meierhof permanently undivided as an economic unit and in a good and profitable condition, not only with regard to the associated land, but also the buildings and facilities. In return for the payment of a fixed annual Meier rent in the form of monetary and in-kind contributions to the landowner, the latter transferred to the Meier the right to use the farm under certain further conditions. In particular, the Meier had to manage his farm himself, so he was not allowed to act as a pure administrator of several Meier properties. He was prohibited from lending or pledging the Meier property. He had to maintain the farm in good condition (soil fertility, animal health, buildings and facilities), which was continuously checked by the landowner.

In return, the landlord was also bound to his tenant. He was not allowed to increase the agreed upon rent. In certain special cases, such as crop failures, livestock deaths, fires, or new construction, he had to waive a portion of the rent or even invest himself. Thus, the risk of force majeure was distributed among landlords and tenants.

Inheritance right
The Meierrecht ensured the existence of the Meierhof, especially in the event of inheritance. If the Meier died, the Meiergut would be passed on in its entirety, including all its components, to a preferred heir (the heirs), usually the eldest, and in some regions, even the youngest son or daughter, if there were no sons. If the children were still minors at the time of the Meier's death, the Meierfarm could be managed by an interim farmer until the heirs reached the age of 25. This farmer was often the farmer's second husband or someone else approved by the landowner. Siblings could only be compensated from the parents' existing cash assets and their free land ownership (Allod). This inheritance right was enforced by the strengthening landlords against the farmers' wishes. The opposite of the inheritance right was the real division, in which all a farmer's children were entitled to inherit and often inherited in equal parts. Real division was practiced in many regions until the first half of the 16th century and thereafter in the southwestern German states. It led to the systematic reduction of farms until their complete fragmentation.

Appointment and Termination
The appointment or "enfeoffment" of a farmer by the landlord took place for a period of nine years and had to be documented in a Meierletter. In this document, the location and equipment of the farm, the associated fields, meadows, pastures, houses, barns, etc. were to be described in detail. The Meier rent was also determined in the form of natural contributions in quantity and quality. Each issuance of the Meierletter was paid to the landowner by the so-called wine purchase of the new Meier.

In principle, it was very difficult for the landowner to part ways with his tenant. The termination of the lease, that is, the withdrawal of the tenant's property by the landowner, was only possible in the case of misbehavior that endangered the continued existence of the tenant's property. This included negligence or omissions in the management of the property, the tenant's bankruptcy, arrears in the payment of the

tenant's rent, damage to the tenant's property, or the accusation of being an "unfit housekeeper", especially in the case of alcoholism.

This provided the Meier with security regarding the farm and the taxes. The practice of peasant enserfment, whereby landlords or nobles purchased peasant farms in the 16th century, was hardly possible anymore. On the other hand, however, the provisions of the Meier's charter could also restrict the Meier's usage rights to such an extent that he was hardly able to act economically anymore.

In addition to the lease charges, the Meiers had to pay the hated double tithes to the sovereign and the church as part of the village's land allotment. For the sovereign, they had to provide further hauling and transportation services (land journeys) and other unspecified, i.e., quantitatively undefined, services.

In the practice of inheritance law, the compensation payments to the disclaiming heirs posed the greatest risk to the preservation of the Meierhof, when bequests from the elderly co-owners to the children not entitled to inherit deprived the inheritor and thus the farm of too many free resources.

Size of Meierfarms

The size of the Meier farms and their land endowment were originally chosen in such a way that two families could live on and from the farm solely through agricultural production, namely the Meier as an active farmer with his family and his parents. These were referred to as retirees who were fed and provided for by the farm, which was also in the interest of maintaining the farm's productivity: they could and should contribute and pass on their remaining labor force and their experiential knowledge. In the event of the Meier being conscripted for military service or his death, the retirees could step in until the next generation was ready.

Under the conditions of the three-field farming system (summering, wintering, fallow), in northern Germany, two hufen of land (2×3×10 acres), i.e. 60 acres (15 ha), were typically allocated as a "Vollmeier" plot. Larger Meier farms could also have more than four hufen of land.

With the decreasing availability of new land, the area of new plots granted as feudal rights fell to one to two acres of land (1 acre = 30 acres = 7.5 ha).

Vollmeiers were the largest farms in the villages; the arable land usually consisted of 2 to 4 hufen. They had to perform field and transport services with a full team of four horses.
Halfmeiers, on the other hand, had two hufen, and
Quartermeiers (also called Hofleute) had one hufe of land (ranging from 25 to 30 acres depending on the region). These two classes of farmers were obliged to serve with a half team of two horses.

End of feudal relationship
Impulses to overcome the feudal relationship in the 19th century came from learned experts who, through investigations and studies, also in comparison with leading England, showed how national development and the state could be promoted by more rational forms of agriculture. However, the decisive impulse for the emancipation of farmers came from the French Revolution (1789), in which feudal dependencies were initially abolished in France. Under the pressure to avoid revolutionary tendencies like in France, serfdom of farmers was first abolished in Prussia in 1799. The occupation of some parts of Germany (1807–1813) by Napoleon (Kingdom of Westphalia) spread the ideas of the Revolution. Under this political pressure, in 1807 in Prussia, the October Edict abolished the hereditary servitude of farmers, and in 1811, the Regulation Edict regulated the redemption of burdens, albeit initially only for the manors. In the Kingdom of Hanover, the Redemption Law was only enacted in 1831, and the Redemption Ordinance in 1833.

Farmers could redeem their various service obligations for a monetary payment and become owners of the lands they cultivated. The redemption sum was 18 to 25 times the previous annual payments. The practical implementation of the redemptions was accelerated by the establishment of land credit institutions, which granted loans to farmers willing to redeem their obligations.

Thus, the separation between land ownership and land management, and the basis of the Meier relationship, disappeared. The reforms were facilitated by the rapidly increasing industrialization and railway construction, which offered the previous landowners alternative and more profitable investment opportunities for their redemption income outside of agriculture.

Distinction from the feudal system
Before the introduction of feudal law, peasant farms were part of the medieval (Roman-Frankish) villikation system, in which serfs performed extensive corvée services and cultivated lands allocated by the landlord. The feudal system had evolved from the Germanic retainer system and the Roman clientelism. The personal relationship between the serfs and the landlord and lord of the manor was of great importance; the landlord was supposed to protect the serfs, and the serfs were supposed to serve him.

The serfs performed various services for their lord, particularly in the construction and maintenance of defensive structures (castles) and infrastructure, and in the management of the lord's estates. However, they only had to pay low interest payments from the farming of the land. Due to this close and longstanding personal relationship with the landlord and overlord, these positions were inheritable within the farming family from the outset. Because the landlords often entrusted the management of these positions to an (official) bailiff, the positions were also referred to as "bailiff estates".