

Contract Enforcement in Russian Serf Society

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September 2009

Preliminary Draft, Please Do Not Cite Without Permission

ABSTRACT

This paper examines questions about contract enforcement in the absence of formal legal institutions, using archival evidence for one particular rural society in pre-emancipation Russia. The evidence presented indicates that enforcement services provided by the local landlord made it possible for Russians from different socioeconomic and legal strata (*soslovii*) to engage in a wide variety of contractual transactions. However, this system had significant drawbacks in that the poorest serfs could not afford these services and no serf had recourse beyond the manor.

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Introduction

How are contracts enforced in societies with weak or underdeveloped formal institutions? Where state institutions fail to provide this service, are there alternative ways to reduce transactions costs sufficiently to encourage exchange and credit? These questions have received much attention in the legal history, economic history, and development economics literatures in recent years.¹ Yet surprisingly little empirical evidence has been adduced in these discussions. In this paper, these questions are addressed with a sharp focus on micro-level evidence from a single estate in eighteenth- and nineteenth-century rural Russia.

Imperial Russia before the abolition of serfdom offers an illuminating context for the study of contract enforcement outside a formal, state-sanctioned framework. Serfs in Russia had no recourse to civil institutions; they were considered the subjects – the property, in fact – of their landlords. They were not legally permitted to own immovable property in their own names until 1848, and they were not legally permitted to engage in credit transactions with free persons.² Many scholars have thus assumed that Russian serfs neither held property in individual tenure nor engaged in formal contractual

¹ A brief summary can be found in Hendley, Murrell, and Ryterman, “Law, Relationships, and Private Enforcement”, pp. 627-9.

² Crisp, “Peasant Land Tenure and Civil Rights”.

transactions.³ However, this view is not consistent with empirical evidence for lively property and credit markets on a number of Russian serf estates.⁴

This paper discusses evidence for one such serf society, the estate of Voshchazhnikovo, a Sheremetyev family holding in the Rostov district of Jaroslavl' Province. Archival documents for the period 1750-1860 show that serfs on this estate engaged in a wide variety of contractual transactions with each other, with serfs from other estates, and even with free persons, including those of higher legal rank (*soslovie*) such as merchants and landlords. These transactions, I argue, were made possible by the administrative framework developed by the Sheremetyev family to oversee their far-flung holdings. This framework offered serfs a reasonably reliable system of contract enforcement, thereby reducing the risk involved in extra-legal property and credit transactions. It is further argued that, while this arrangement did pave the way for a remarkable degree of contractual exchange, it was far from optimal. There was still considerable scope for administrative arbitrariness, and serfs had no recourse beyond the estate. Furthermore, evidence suggests that the enforcement services offered by the landlord may have been too expensive for the poorest members of society, thus forcing them to rely on riskier informal means of enforcement, or do without access to credit altogether.

Serfdom in Russia

“Serf”, like “peasant”, “noble”, or “merchant”, was a formal legal category or estate (*soslovie*), which determined a Russian subject’s legal rights and obligations. Russian

³ The most recent expression of this view is Procaccia, *Russian Culture*.

⁴ Bohac, “Family, Property, and Socio-Economic Mobility”; Fyodorov, *Pomeshchich'e Krestian'e*; Melton, “The Magnate and Her Trading Peasants”; Rubinshtein, *Selskoe Khoziaistvo*.

peasants traditionally had very few formal rights before the law and the 1649 *Ulozhenie* (which formally enserfed a substantial portion of the peasantry) eroded these even further. In particular, the *Ulozhenie* removed peasants' right to mobility and deprived them of the right to private property (their property, under serfdom, was considered the property of their overlords). In disputes, the serf was under the jurisdiction of his landlord, and represented by his lord in disputes with outsiders or those of other legal estates, except in certain criminal cases (such as murder or highway robbery) when serfs themselves were made to stand trial in court.⁵

Some of the wealthier landlords, such as the Sheremetyevs and Gagarins, compensated for this lack of legal status – especially the absence of formal rights to property – by creating their own quasi-formal legal frameworks, which, for instance, helped serfs to get around the legal obstacles to land ownership by enabling them to purchase property in their landlords' names. Some of these improvised frameworks, such as the one examined in this paper, established by the Sheremetyev family, offered notarial services and extra-local forms of dispute resolution. It is worth noting here that these were not exactly manorial court systems. The largest landholding families in imperial Russia were more like sovereign princes of the Holy Roman Empire than like an English gentry. Their serfs, who were essentially their subjects, numbered in the tens to hundreds of thousands, and their numerous estates were scattered throughout European Russia. These powerful noble families comprised only one per cent of the Russian aristocracy, but they held nearly forty per cent of the serfs. The legal frameworks they devised were designed to

⁵ Blum, *Lord and Peasant*, pp. 262-5. See also the essays in Crisp and Edmondson (eds), *Civil Rights in Imperial Russia*.

administer, usually from an administrative headquarters in Moscow or St Petersburg, their many scattered holdings. Such frameworks, as we shall see, enabled some landlords' serfs to undertake property and credit transactions which would have been too risky in the absence of these quasi-formal enforcement systems.

The Voshchazhnikovo Estate

The evidence presented in this paper comes from the Voshchazhnikovo estate, which was located in central Russia, in the Rostov district of Jaroslavl' Province, one of seven provinces in the so-called "Central Industrial Region".⁶ The estate was about 30 miles southwest of the provincial capital, Jaroslavl', and about 300 miles northwest of Moscow.

As noted earlier, Voshchazhnikovo belonged to the Sheremetyev family, one of Russia's wealthiest landholding families, who possessed over 300,000 serfs distributed across roughly thirty estates in seventeen provinces.⁷ Like many such wealthy aristocratic families, the Sheremetyevs were absentee landlords, who administered their estates with the help of hired officials in the localities as well as in administrative offices in both Moscow and St Petersburg.

The Voshchazhnikovo estate had a total population of about 3500 serfs, distributed among thirty villages. The estate took its name from the largest of these villages, which

⁶ The provinces which comprised the Central Industrial Region were: Kaluga, Kostroma, Moscow, Nizhnyi Novgorod, Jaroslavl', Tver', and Vladimir. The soil quality in the Central Industrial Region was poorer than that in the Central Black Earth Region; as a result, fewer estates specialized in agriculture than in the Black Earth zone.

⁷ Shchepetov, *Krepostnoe Pravo*, pp. 18-26.

contained roughly 200 households and about 1200 serfs.⁸ The serfs on this estate, like most serfs in this region, paid their feudal obligations to the Sheremetyevs in cash and kind. Voshchazhnikovo had no particular economic specialization; serfs engaged in rural industry, crafts, migrant labor, and various kinds of trade. They were required by their landlord to cultivate their feudal allotments, but very few households made a living exclusively from agriculture.⁹ In this way, Voshchazhnikovo was fairly representative of other estates in the Central Industrial Region. Of the Sheremetyev holdings, it was neither the richest nor the poorest, the largest nor the smallest.¹⁰

The findings presented here come from documents kept by estate officials, and related mainly to contractual exchange.¹¹ A system of written, notarized contracts existed on the Sheremetyev estates, and officials kept annual records of these written agreements so that they could be referred to in the event of a dispute. Unfortunately, these records are very incomplete¹², though they do appear to provide a reasonable sample of existing contractual practices.

In addition, we have references to contracts from other archival sources, including communal meeting minutes, petitions to the landlord, and estate decrees. While the qualitative and incomplete nature of these documents make quantitative estimates

⁸ These figures come from the inventories of households in the Russian State Archive of Old Documents (hereafter RGADA), *fond* (f.) 1287, *opis'* (op.) 3, *edinita khraneniia* (ed.khr.) 1143 (for years 1832/8).

⁹ Only 10 per cent of households (22 of 203) in the village Voshchazhnikovo made their living from agriculture alone. RGADA, f. 1287, op. 3, ed.khr. 1143 (Inventory of Households 1832).

¹⁰ For more on the Sheremetyev holdings, see Shchepetov, *Krepostnoe Pravo*.

¹¹ These documents can be found in the Sheremetyev family archive (fond 1287) in the Russian State Archive for Old Documents (RGADA) in Moscow.

¹² Registers have survived for the years 1793, 1826, 1831, 1832, and 1840, providing details of 118 contracts. Unfortunately, the registers themselves are fragmented making it impossible to calculate an average number of transactions per year.

difficult or impossible, they afford detailed insight into local administrative practices, which, it will be argued later, strongly affected the nature of contractual transactions on this estate.

Contractual Exchange at Voshchazhnikovo

Estate officials at Voshchazhnikovo recorded a wide range of contractual transactions among serfs. For instance, formal contracts were used in land transactions. A set of contracts dated 1759 details sales of land by neighbouring landlords to Voshchazhnikovo serfs¹³, with prices paid ranging from 20 to 1700 rubles.¹⁴ Additional contracts from the early to mid-nineteenth century record land transactions among serfs themselves. In 1831, the serf Martin Bauman sold a piece of privately-held land to the serf Ivan Arnautov for 175 rubles.¹⁵ Similarly, in 1840, the Voshchazhnikovo serf Filip Malyshev sold for 100 rubles to fellow serf Filip Shagin the piece of land he had purchased from Egor Dolodanov in 1820.¹⁶ In 1837, Voshchazhnikovo serf Grigory Bulygin purchased 19 *desiatin* (roughly 51 acres) from the landholder Natal'ia Shchupinskaia at 30 rubles per *desiatina*.¹⁷

Many of these land transactions were a kind of formalized simultaneous exchange. For example, the serf Avdot'ia Sakharova sold land in 1793 to Fyodor Patryshev for 270

¹³ RGADA, f. 1287, op. 3, ed.khr. 229. (Land Purchase Contracts 1759) These particular contracts are in the name of the Count Sheremetyev, since serfs at this time were not permitted to purchase land in their own names. Sheremetyev would then provide a notarized document acknowledging that the land, in fact, belonged to the serf who paid for it, and that he, the landlord, waived his rights to the property.

¹⁴ See appendix for notes on the value of a ruble.

¹⁵ RGADA, f. 1287, op. 3, ed.khr. 1108, l. X. (Contracts for 1831)

¹⁶ RGADA, f. 1287, op. 3, ed.khr. 1523, l. X. (Contracts for 1840)

¹⁷ RGADA, f. 1287, op. 3, ed.khr. 1336, l. 1 (Land Purchase Contracts).

rubles, noting in the contract that payment had been received in full.¹⁸ Similarly in 1831 Dmitri Titov sold a piece of land to Grigory Bulygin for 165 rubles, all of which, it was noted, had been received by Titov at the signing of the agreement.¹⁹ Such transactions were nonetheless carried out with notarized contracts in order to formally establish rights to the land that changed hands. These formal contracts, registered with the estate administration, functioned as certificates of title, and made it possible for serfs to use their land as collateral in credit transactions, which, as we shall soon see, was frequently done. The process of formalization as established by the Sheremetyevs (and about which more will be said later) was especially important to serfs, whose rights to privately-held land were not recognized by the state until the eve of emancipation.

In addition to land sale contracts, many of which involved a form of simultaneous exchange, there were instruments for the transfer of property, which both recorded a transfer of title and specified terms to be met in the future. For instance, in 1793 Ivan Yablokov let his land in Uglich district to Mikhail Petrov and Dmitri Stepanov for 5 years at 25 rubles per year, to be paid each year on the first day of May.²⁰ In June of the same year Vasilisa Dmitrieva sold her holding in the village of Voshchazhnikovo – her garden plot and all buildings – to Mikhail Kalmykov for 200 rubles, 100 of which were received immediately with the remaining 100 to be paid in July.²¹ In March of 1826 Mikhail Shetov agreed to purchase a horse from Ivan Briukhov for 60 rubles, 20 of which would be paid on the 1st of May, and the remaining 40 on the 1st of October (of the same

¹⁸ RGADA, f. 1287, op. 3, ed.khr. 612, l. 4 (contract number 23). (Contracts for 1793)

¹⁹ RGADA, f. 1287, op. 3, ed.khr. 1108, l. x (contract number 7). (Contracts for 1831)

²⁰ RGADA, f. 1287, op. 3, ed.khr. 612, l. 7 (contract number 32). (Contracts for 1793)

²¹ RGADA, f. 1287, op. 3, ed.khr. 612, l. 10 (contract number 36). (Contracts for 1793)

calendar year).²² Even some land transactions involved future payment. The above-mentioned Martin Bauman, who sold a piece of land in 1831 to Ivan Arnautov for 175 rubles, accepted 25 rubles from Arnautov up front and agreed that the remaining 150 would be paid at some point in the future (not specified) with interest (5 per cent).²³ Similarly, in January of 1832, the serf Leontei Matal'ev sold a piece of land to Grigorii Kovin for 900 rubles, taking 400 rubles from Kovin up front and agreeing to accept the remaining 500 in September of the same calendar year.²⁴

Serfs at Voshchazhnikovo also borrowed and lent money, and these agreements similarly specified terms to be fulfilled at a future time. For example, in September 1793, Nikolai Yablokov borrowed 300 rubles from Kozma Smirnov to be repaid with 10 per cent interest per annum by 20 February 1794.²⁵ In April 1826 Nikolai and Dmitri Yablokov borrowed 100 rubles from Pelageia Listvennikova, 50 of which were to be repaid by the end of the year 1826, with the remaining 50 rubles due in 1827.²⁶ In 1832 Mikhail Stulov borrowed 600 rubles from Semyon Dolodanov, to be repaid with interest “in the future” (date not specified).²⁷ In March of that same year Mikhail Shetov borrowed 168 rubles 20 kopecks from Vasily Slasnikov, which he promised to repay in two installments: 50 rubles by September of 1832 and the remainder at the start of 1833.²⁸ And in 1840 Vasily Kriuchkov lent 435 rubles to Mikhail Stepanov, to be repaid at some point in the future

²² RGADA, f. 1287, op. 3, ed.khr. 977, l. 3 (contract number 5). (Contracts for 1826)

²³ RGADA, f. 1287, op. 3, ed.khr. 1108, (contract number 5). (Contracts for 1831)

²⁴ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 1 (contract number 1). (Contracts for 1832)

²⁵ RGADA, f. 1287, op. 3, ed.khr. 612, l. 11 (contract number 37). (Contracts for 1793)

²⁶ RGADA, f. 1287, op. 3, ed.khr. 977, l. 3 (contract number 6). (Contracts for 1826)

²⁷ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 2 (contract number 3). (Contracts for 1832).

²⁸ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 11 (contract number 18). (Contracts for 1832)

(date not specified).²⁹ Many of the credit transactions recorded in the archive were secured with land. Mikhail Stulov, for instance, offered a piece of land as collateral for the 600 rubles he borrowed in 1832.³⁰ Mikhail Shetov also offered land as collateral for the money borrowed from Vasily Slasnikov that same year, as did Mikhail Stepanov for the 435 rubles he borrowed from the serf Kriuchkov.³¹

Along with standard contracts regarding the sale or rental of property and the lending and borrowing of money, there were also contracts drawn up at Voshchazhnikovo which specified more unusual terms. Some of these involved non-standard forms of payment, such as that drawn up in 1793 by Ivan Yablokov and Mikhail Stulev, whereby Yablokov agreed to let an arable allotment to Stulev for one year, in return for 2 rubles and 4 days of ploughing.³² In a contract from 1826, Aleksei Egorov allows his son Vladimir to leave the family's household and move to St Petersburg in exchange for a payment of 150 rubles per year, plus payment of all feudal dues and taxes.³³ And then there was a contract drawn up by the Shavin brothers, in which Ivan Shavin agreed in 1851 to go to the army for his household, in exchange for a payment of 250 rubles from his brothers upon his return.³⁴ The serfs on this estate, it seems, were quite keen to formalize their agreements.

²⁹ RGADA, f. 1287, op. 3, ed.khr. 1523, l. 2 (contract number 4). (Contracts for 1840)

³⁰ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 2 (contract number 3). (Contracts for 1832)

³¹ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 11 (contract number 18) (Contracts for 1832); RGADA, f. 1287, op. 3, ed.khr. 1523, l. 2 (contract number 4) (Contracts for 1840).

³² RGADA, f. 1287, op. 3, ed.khr. 612, l. 8 (contract number 33). (Contracts for 1793)

³³ RGADA, f. 1287, op. 3, ed.khr. 977, l. X (contract number 10). (Contracts for 1826)

³⁴ RGADA, f. 1287, op. 3, ed.khr. 2317, l. 16. (Communal resolutions 1858).

One of the more surprising aspects of the data for Voshchazhnikovo is the extent to which formal contractual transactions were carried out between family members. Russia has long been viewed as more “collectivist” than western European rural societies, and kinship – especially in the form of large, multiple-family households – is often assumed to have been of greater significance here.³⁵ One might then have expected relatives to have provided a source of informal assistance within the collectivity. While they may have done this to some extent (informal contracts will be discussed further in the next section), the evidence for Voshchazhnikovo indicates a remarkable willingness on the part of serfs to formalize their agreements with family members. The contract between the Shavin brothers regarding military conscription has already been mentioned. Similar examples include the loan of 500 rubles made in 1831 to Aleksandr Pyraev by his aunt, for which he put up his house and garden plot as collateral,³⁶ and the loan of 350 rubles made in 1832 by Mikhail Ivanov to his brother Ivan Ivanov, for which Ivan offered one of his land allotments as collateral.³⁷ In 1832 Pavel and Vasily Diuzhenkov drew up a contract outlining their obligations to one another in the event that one of their sons was conscripted. (If Vasily’s son went to the army, Pavel’s family would make a payment to Vasily; if Pavel’s son was conscripted, Vasily’s family would compensate.)³⁸ And in March 1840 Leontei Ushakov signed a contract with his brother Andrei Ushakov, agreeing to repay the 450 rubles Andrei had lent him by June of the same year.³⁹

³⁵ On large multiple-family households in Russia see Czap, “The Perennial Multiple-Family Household”; Hoch, *Serfdom and Social Control*, esp. chap. 2. On their significance, see Hajnal, “Two Kinds”.

³⁶ RGADA, f. 1287, op. 3, ed.khr. 1108, l. 2 (contract number 4). (Contracts for 1831)

³⁷ RGADA, f. 1287, op. 3, ed.khr. 1155, ll. 2-3 (contract number 4). (Contracts for 1832)

³⁸ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 5 (contract number 9). (Contracts for 1832)

³⁹ RGADA, f. 1287, op. 3, ed.khr. 1523, l. 5 (contract number 10). (Contracts for 1840)

The Voshchazhnikovo archive thus casts interesting light on the use of formal contracts among the serf population. Serfs on this estate formalized a variety of agreements, from credit and property transactions to intra-household burden-sharing (e.g. taxation and conscription arrangements), often providing for conditions to be met at some point in the future. They contracted with serfs from the same estate, as well as, we shall see, with people from outside the estate and outside their legal estate (*soslovie*) – i.e., with free persons. Voshchazhnikovo serfs even formalized agreements made with members of their own families – not only those with extended kin, such as aunts and uncles, but even agreements between siblings.

The Role of Enforcement

It was the quasi-formal centralized administrative system established by the Sheremetyev family that made contractual transactions of this sort possible at Voshchazhnikovo. As noted above, serfs were not legal persons under Russian law; they were the property of their landlords.⁴⁰ They were not formally able to hold property in their own names until the 1840s, and they could not bring cases before a civil court. The manorial-level legal framework developed by the Sheremetyevs worked to some extent as a substitute for the civil institutions that excluded the enserfed population. The Sheremetyevs, as noted earlier, held numerous estates throughout Russia, on which lived hundreds of thousands of serfs. In order to oversee their many far-flung holdings, they devised a centralized system of governance with two main administrative offices in St Petersburg and Moscow. These offices together devised a set of rules and regulations, called “instructions”, which

⁴⁰ Russian serfdom is thought to have been an especially coercive form of serfdom, often compared with American slavery. For a detailed comparison of the two systems, see Kolchin, *Unfree Labor*.

set out the manner in which the Sheremetyev estates were to be governed. The instructions were quite detailed, and addressed questions related to land usage, taxation, feudal obligations, inheritance, marriage and household formation, election of officials, property rights and the handling of disputes. In addition to stating the rules, they set out explicit penalties for infringement. While there was some variation in instructions from estate to estate – mainly due to variation in local economies – there does appear to have been an attempt to establish a system of procedures which could be applied universally across holdings. This was especially true for procedures regarding contract enforcement and dispute resolution, the two issues most relevant to this discussion.

Procedures for resolving disputes were issued from the central administrative offices, and implemented locally by bailiffs and elected officials. Each of the Sheremetyev estates was overseen by a bailiff (*prikazchik*), who was responsible for ensuring that the instructions were followed. The bailiff also managed the estate officials, who were chosen from among the serf population. He reported regularly to officials in Moscow and St Petersburg. When a dispute occurred, a formal petition was usually filed at the estate level. The bailiff and communal officials would initiate an investigation, with the help of “several honest men” elected by the serf population for each case. Their findings would then be sent to the central office for review. It was the officials in the central office who in the end handed down a judgment. This added some degree of impartiality to the process, as the bailiff and estate officials were often too well integrated into local society to be free of local interests and alliances. Nikolai Sheremetyev appears to have realized

that such local integration was potentially problematic, as he notes explicitly in a decree from 1789 that “all my serfs should be at liberty to bring their concerns directly to me”.⁴¹

This offer was taken up by an enormous number of Voshchazhnikovo serfs, who petitioned higher officials for decisions on a wide range of disputes, from land allocation and taxation issues to inheritance and other intrafamilial conflicts. Among these were disputes over contracts, indicating that such arrangements did occasionally break down and, when they did, serfs looked to estate authorities to enforce the terms to which they had agreed. Thus in 1823 the Iukhot serf Timofei Savinkov petitioned officials to have 15 years’ worth of interest on a 550 ruble loan collected from the Voshchazhnikovo serf Vasily Aralov.⁴² An 1833 petition from a priest in the parish Uslavtsevo asked officials to force the Voshchazhnikovo serf Ivan Pugin to repay the 1614 rubles he had borrowed from the Uslavtsevo church.⁴³ In 1836 Ivan Slasnikov requested that officials enforce his agreement with Mikhail Shetov, who owed him 300 rubles.⁴⁴ Even contracts between family members could break down, as seen in the 1836 petition from Lev Novozhilov, who demanded his brother Konstantin be made to repay the 2000 rubles he had borrowed from him.⁴⁵ An 1846 petition from Ivan Shalkov asked that his brother be made to pay him the 4166 rubles 66 kopecks owed to him in accordance with their trade agreement.⁴⁶

⁴¹ “...chtob vse iz krest’ian moikh komu nadobnost’ nastoiat’ budet imeli svobodu prikhodit’ priamo ko mne so svoimi nuzhdami kak o tom v povelanii moem ot 20-go aprel’ia 1789 goda pripisano bylo...” in RGADA, f. 1287, op. 3, ed.khr. 555, l. 2 (Instructions 1796/1800).

⁴² RGADA, f. 1287, op. 3, ed.khr. 911 (Petition, 1823).

⁴³ RGADA, f. 1287, op. 3, ed.khr. 1178 (Petition, 1833).

⁴⁴ RGADA, f. 1287, op. 3, ed.khr. 1299 (Petition, 1836).

⁴⁵ RGADA, f. 1287, op. 3, ed.khr. 1260 (Petition, 1836).

⁴⁶ RGADA, f. 1287, op. 3, ed.khr. 1720 (Petition, 1846).

The documents in the archive indicate that officials – at the local level as well as in the central offices – were prepared to uphold the terms of written contracts. When, for instance, in 1822 serfs Dmitri Kalmykov and Stepan Sedel'nikov brought a petition against Dmitri Malyshev, who had failed to repay the 1100 rubles they had lent him the previous year, officials ruled in their favor, ordering an inventory of Malyshev's personal belongings and demanding he sell them to meet his obligations.⁴⁷ Similarly, in 1830 Voshchazhnikovo serf Andrei Sytinskii was made to give up the land he had pledged as collateral to Vasily Kriuchkov when he failed to repay the 1200 rubles Kriuchkov had lent him several years previously.⁴⁸ In 1832 Ivan Pugin, owner of one of the estate paper manufactories, defaulted on a loan made to him by Aleskei Shalkov, and was thus ordered by Sheremetyev officials to deliver 50 *pud* (nearly two tons) of paper to Shalkov within two months to satisfy the terms of the agreement.⁴⁹ And the house that Kozmin Moseyevskii sold for 1100 rubles to Grigory Achuev in 1839 was returned to Moseyevskii in 1840 when Achuev failed to come up with the 1100 rubles by the agreed date.⁵⁰

There were even procedures in place for handling the debts of deceased serfs.

Sheremetyev serfs engaged in contracts with other estate serfs, as well as with people from outside the Sheremetyev lands. When a Sheremetyev serf died, officials placed notices in major newspapers, asking creditors to come forward with copies of their contracts. One such example from Voshchazhnikovo involved the serf Anna Shatilova,

⁴⁷ RGADA, f. 1287, op. 3, ed.khr. 843 (Petition, 1822).

⁴⁸ RGADA, f. 1287, op. 3, ed.khr. 1108, l. 2 (contract number 2). (Contracts for 1831).

⁴⁹ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 1 (contract number 2). (Contracts for 1832). It is not clear from the contract whether Pugin had originally promised paper to Shalkov or whether inventory was being seized by officials to meet the debt obligation.

⁵⁰ RGADA, f. 1287, op.3, ed.khr. 1523 (contract number 8). (Contracts for 1840).

who died in 1818. A Moscow merchant, Stepan Karetnikov, wrote to estate officials that he “had learned from *Moskovskie Vedomosti* in 1819 that officials from the Sheremetyevs’ Voshchazhnikovo estate were calling creditors of Shatilova to come forward” and he therefore wished to make it known that Shatilova owed him 201 rubles 45 kopecks.⁵¹ The file on Shatilova is, in fact, full of credit contracts, most of which were made with non-serfs. Two other Moscow merchants, Mikhail Shebkev and Ivan Myasnikov, claimed debts of 600 and 219 rubles respectively.⁵² A merchant from the city Rostov, Semyon Shmagin, claimed 1039 rubles from Shatilova, while Ivan Kiselev, a Yaroslavl’ merchant, was owed 255 rubles 50 kopecks.⁵³ Other creditors included a priest from Rostov, and several serfs from the Sheremetyevs’ Ivanovo estate.⁵⁴ Once all claims were in, officials carried out an appraisal of Shatilova’s personal belongings and trade inventory (she appears to have been a cloth peddler who traveled to periodic markets in the region), and arranged to have these items sold to pay her debts.⁵⁵

A similar approach was taken when Semyon Kolmykov died in 1818. Shortly afterwards a Voshchazhnikovo parish priest wrote to estate officials about a loan of 550 rubles he had made to Kolmykov, with a formal contract, and which Kolmykov had not repaid before his death. Officials agreed to sell Kolmykov’s belongings to raise the money, after first calling other creditors of the deceased man to come forward. It was found that Kolmykov and his deceased wife together owed 3345 rubles 24 kopecks. Arrangements

⁵¹ “... izvestils’ya ya iz moskovskikh vedomostei ot 3-go chisla maya 1819 goda chto oznachennago sela Voshchazhnikova votchinnoe pravlenie vyzyvaet kreditorov k polucheniiu poimeyushchims’ya na nei Shatilovoi dolgovoi summy...” RGADA, f. 1287, op.3, ed.khr. 729, l. 1 (Petitions 1819).

⁵² *Ibid.*, ll. 3, 5.

⁵³ *Ibid.*, ll. 6, 17.

⁵⁴ *Ibid.*, ll. 18, 25.

⁵⁵ It is not clear from the file whether enough money was raised to pay her creditors in full.

were made to auction their collective property to meet these obligations. In this case, it was noted in the resolution handed down from the central office that the creditors had agreed that the costs of the burial should be subtracted from the proceeds, and the remainder used to pay off the outstanding loans.⁵⁶

This system of enforcement was far from perfect. Many cases took years to resolve; some files contain many years' worth of documents and no resolution.⁵⁷ Furthermore, the decisions were not made in accordance with an explicit set of legal principles, but by a small group of people who heard the case and handed down what seemed like a fair decision to them at the time based on the written testimony of the parties to the dispute.⁵⁸ As a result there was considerable scope for arbitrariness, especially as the involvement of local officials and commune members, with their local allegiances and interests, was unavoidable in difficult and drawn-out cases. Finally, there was no possibility of appeal once a decision had been made. Since serfs had no formal legal rights, they had no recourse beyond the manor.⁵⁹ Still, the Sheremetyevs must have been viewed as providing a reasonable amount of protection to contracting parties, since so many people were willing to engage in such transactions.

But how can we be sure that enforcement was the critical variable? Is it possible that Voshchazhnikovo was some sort of cultural or economic outlier in this period? This is

⁵⁶ RGADA, f. 1287, op. 3, ed.khr. 706 (Petitions 1818).

⁵⁷ For example, a case brought by a creditor of Nikolai Yablokov in 1792 remained unresolved at the time of Yablokov's death in 1799. RGADA, f. 1287, op. 3, ed. khr. 588, 629 (Petitions 1729, 1795-9).

⁵⁸ The procedures for conducting an investigation were made clear, but there is no mention in any of the instructions of explicit guidelines by which decisions about contractual disputes should be made.

⁵⁹ The broader implications of such shortcomings are discussed in Dennison, "Did Serfdom Matter?"

highly unlikely. First, it was noted earlier that there was nothing exceptional about the Voshchazhnikovo population. The serfs on this estate were all Russian and all of the Orthodox faith, and in this way reflected the population of Jaroslavl' Province (and central European Russia) more generally.⁶⁰ And, unlike other Sheremetyev estates, such as the protoindustrial centres of Pavlovo or Ivanovo, Voshchazhnikovo had no particular economic specialization; serfs engaged in agriculture, rural industry, trade, service and wage labor. Thus the serf economy was fairly representative of that in this region.

Second, serfs at Voshchazhnikovo were transacting with other Russians from various strata of society across a broad geographical area. While many of those who engaged in credit contracts on this estate were from the richer and middling strata of society, poorer serfs also appear as parties to contracts. For instance, widows Katarina and Praskov'ia Kalinina, who made loans of 100 and 1000 rubles respectively, earned a living peddling small wares at the local market for “insubstantial sums of money”, and their business was described by estate officials as “in a poor state”.⁶¹ Furthermore, Voshchazhnikovo serfs, like the above-mentioned Anna Shatilova, signed contracts with serfs from Sheremetyev estates in other Russian provinces, with free peasants, with merchants from nearby towns, and with merchants from Moscow (roughly 300 miles from the estate) and St Petersburg (roughly 600 miles from the estate). Thus the willingness to contract was not limited to

⁶⁰ See Kabuzan, *Narody Rossii*, pp. 121-22.

⁶¹ Katerina Kalinina appears as a lender in RGADA, f. 1287, op. 3, ed.khr. 1133 (Petition 1832) and Praskov'ia appears in RGADA, f. 1287, op. 3, ed.khr. 1108, entry 4 (Contracts for 1831). Their economic affairs are described in RGADA, f. 1287, op. 3, ed.khr. 1391, l. 4 (Report from 1838).

the serf population – not even the well-off serf population – nor to the area around Voshchazhnikovo.

Most important to the argument in favor of enforcement is that non-serf parties to these contracts were all lenders. They were willing to extend credit to Voshchazhnikovo serfs because they knew they could use the Sheremetyevs' enforcement system to recover unpaid loans. Serfs, on the other hand, lent to other Sheremetyev serfs,⁶² but not, it seems, to free persons. There is no indication in the complex web of contractual relationships of Voshchazhnikovo serfs (many were borrowers *and* lenders) that credit was extended by serfs to free persons. This is where the importance of enforcement becomes clear. In a credit contract, it is the lender who assumes the risk. As noted above, serfs had no legal rights beyond the manor, so a serf would have been unable to bring a case to a civil court against a free person who had defaulted on a loan. The enforcement services provided by the Sheremetyevs applied only to their own serfs; a private landlord could force his own serf to adhere to a contract, but not a free person. Voshchazhnikovo serfs were willing to lend, but only when the loan could be enforced; i.e., only when the borrower could be brought before the Sheremetyevs' "court". Thus the existence of this particular enforcement mechanism does appear to have affected the extent to which Russians were willing to engage in contractual transactions.

⁶² They might even have lent to other landlords' serfs, if those landlords had arrangements similar to those of the Sheremetyevs. In this case, disputes would have been heard by officials representing the borrower's landlords, and those cases would not necessarily have appeared in the Sheremetyev archive. However, if this happened frequently, it would be reasonable to expect some references to the practice in the archive, given how many aspects of serfs' economic lives *are* covered in the Voshchazhnikovo documents. There are no such references. There are also no references to contracts in the archive catalogues for the estates of other major landholders, making one wonder how common contract enforcement practices were among Russian landlords.

It might be argued that the quasi-formal system of written agreements established by the Sheremetyev family was not really essential, as serfs could have devised informal enforcement mechanisms of their own, for which evidence would not necessarily appear in the manorial record. It does seem likely that many small loans were made outside the Sheremetyev system, since the smallest loan mentioned in the formal contracts for Voshchazhnikovo was for 25 rubles. There is some evidence in the documents to support this. An inventory of loans made to the deceased serf Kozma Popov provides details of formal loan contracts which total over 9000 rubles. But at the very end of the document is a list of “loans made without a contract, as reported by [the deceased’s] widow”, which consists of a list of ten creditors and the sums they lent, which range from 7 to 47 rubles.⁶³ Given that one had to pay a scribe to draw up a contract, pay to have it notarized and registered with estate authorities, and pay to bring a dispute before authorities, it may well have made more sense to handle smaller loans informally.⁶⁴

It does not, however, seem very likely that, for larger loans, an informal system competed with that of the Sheremetyevs. First, there is no mention of such a system in any of the thousands of documents in the Voshchazhnikovo archive. Information found in the numerous petitions, reports, depositions, resolutions, and inventories touches on nearly every aspect of serf life on this estate, from agriculture and industry to marriage and family formation to social networks and social control. If such a system existed, and was

⁶³ “... bez rospiski pouvereniju vdovy Mar’i Popovoi” in RGADA, f. 1287, op. 3, ed.khr. 1113, l. 33. (Petition 1832-6). It is interesting that the lenders in these informal arrangements were nonetheless relying on the estate administration to see to it that the debts were repaid.

⁶⁴ This is one of many ways in which the Russian manorial system differed from that of medieval England, where manorial courts heard disputes over even the smallest of loans. See Briggs, *Credit and Village Society*.

used widely, it would surely have been referred to, if only in passing, in these contexts. There are no such references. Second, the sheer range of people using (and *paying* to use) the Sheremetyev system – rich, poor, men, women, serfs, free persons, merchants, locals and those from other provinces – is not consistent with the existence of a better, or even equally good, system of enforcement. This is not to say that there were *not* informal options available, but that the Sheremetyev system appears to have been viewed as the most reliable option by serfs and those with whom they transacted.

This argument is lent further support by empirical work on later periods, such as, most recently, Jane Burbank's study of township courts in the post-emancipation period.⁶⁵ Township courts were established throughout Russia after the abolition of serfdom. Burbank's study, which uses several thousand court records for ten township courts in central Russia, indicates that former serfs, long assumed to have relied mainly on informal customary justice, made wide use of these courts, bringing before them an increasingly broad range of suits and disputes (about one-quarter to one-third of which were related to credit contracts).⁶⁶ As at Voshchazhnikovo, the parties to these suits were men and women, young and old, rich and poor, and their numbers increased with each passing year. It therefore seems that when Russians viewed a system of enforcement as relatively impartial (*vis-à-vis* local interests) and reliable, they were quite willing to engage in formal contractual transactions.

⁶⁵ See Burbank, *Russian Peasants Go to Court*.

⁶⁶ *Ibid.*, chapter 4.

Conclusions

The picture of the Russian serf economy portrayed by the documents in the Voshchazhnikovo archive is much richer and more variegated than suggested by the conventional historiography. These serfs engaged in a wide variety of contractual transactions, from land sales to credit transactions, secured with privately-held landholdings, trade inventory, and other valuable personal possessions.⁶⁷ The serfs involved were from various strata of society and they engaged in these transactions with a broad range of people, from fellow serfs to urban merchants. Furthermore, they relied on the quasi-formal administrative system implemented by their landlord to facilitate these transactions. One might be tempted, in looking at this fascinating picture, to conclude that serfdom in Russia was perhaps not so detrimental to the rural economy after all: informal mechanisms were able to compensate for serfs' lack of civil rights, property rights were made relatively secure, credit transactions were possible.

This temptation should be resisted. A closer look at the system outlined here reveals considerable shortcomings.⁶⁸ First, only a minority of Russian serfs had access to an administrative-legal framework like that on the Sheremetyev estates. Smaller landlords would not have had the resources – or, probably, the need – for such an elaborate system. They would have either ruled on disputes themselves or left such matters to the local communal officials.⁶⁹ It is not even clear that other wealthy landlords established systems

⁶⁷ One serf woman is noted as having offered a pearl necklace as loan collateral. RGADA, f. 1287, op. 3, ed.khr. 1325, l. 2 (Communal resolutions, 1837). Another serf offered a portion of his grain harvest. RGADA, f. 1287, op. 3, ed.khr. 1155, l. 16 (Contracts for 1832).

⁶⁸ For a more detailed discussion of the costs of serfdom in Russia, see Dennison, “Did Serfdom Matter?”, esp. pp. 85-89.

⁶⁹ As on the estate described by Melton in “The Magnate and Her Trading Peasants”.

as comprehensive as the Sheremetyevs'. Research on Gagarin family estates, for instance, has shown that they, too, offered serfs the possibility of purchasing land in the lord's name.⁷⁰ But there is no mention in existing work on their estates of a system of contract enforcement and dispute resolution like that described here.⁷¹

But even the Sheremetyev system had significant drawbacks. As mentioned earlier, there was still scope for arbitrariness, as it was inevitable in the more drawn-out cases that Sheremetyev officials in Moscow and Petersburg would rely on local testimony from bailiffs and communal officers, who were well-integrated into local social networks. The extra-locality of this system thus had its limits. There was also scope for arbitrariness on the part of landlords, since the entire system depended on the good will of the lord. Land was purchased by serfs in the lord's name; he could confiscate this land at any time and his serfs had no recourse in that event. Most serfs must have viewed the chances of confiscation as remote, for they continued to make use of this service. But we know that such expropriation occasionally occurred (there are several examples which appear repeatedly in the literature to illustrate the weak legal position of serfs), so there was still a certain amount of risk involved in this arrangement.⁷²

Perhaps the most considerable drawback of this system, though, was its exclusion of the poorest members of society. It was noted earlier that the smallest of the loans detailed in the surviving records was for 25 rubles. The overwhelming majority (90 per cent) were

⁷⁰ See Bohac, "Family, Property, and Socio-Economic Mobility".

⁷¹ The Gagarin estates of Manuilovskoe and Petrovskoe do not appear to have had such a system. See Bohac "Family"; Hoch, "Serfdom and Social Control".

⁷² Several such examples appear in Blum, *Lord and Peasant*, pp. 434-5.

for sums over 100 rubles. While there were serfs described as poor in the records, such as the widows Katarina and Praskov'ia Kalinina, who lent money at least once using formal contracts, none of the borrowers in these documents appears to have come from the poorest stratum of society. It seems likely that the Sheremetyev's enforcement services were too expensive for those serfs who earned only 25-30 rubles per year (such as the many estate widows who worked in textiles or as peddlers) and wished to borrow small sums. The system required that a scribe be paid to draw up the contract, that a payment be made for notarization, and then another to have the contract filed with the estate administration. If a dispute arose, additional fees had to be paid, including payment to the scribe who would write the petition and the petition fee itself. Each step cost the serf a few rubles (some property purchase contracts themselves cost up to 15 rubles), thus the cost of formalizing an agreement could easily add up to something approaching 20-25 rubles. (Thus it is not surprising that this was the approximate cut-off for formalizing loans.) Poorer serfs, unable to pay such fees, would have been forced then to rely on less secure informal agreements when they wished to borrow money. And, precisely because these informal arrangements were less secure, there were probably fewer people willing to lend anything to their poorer neighbors. In this way, those most in need of access to credit – for smoothing consumption or investing in their livelihoods – were the least likely to obtain it.

The shortcomings of the Sheremetyevs' quasi-formal contract enforcement system are more glaringly evident when compared to the manorial court system of medieval England. First, English manorial courts were more affordable: they heard credit disputes

over even the smallest sums. Poorer members of society were able – and did – use these courts to enforce agreements.⁷³ Second, serfs in medieval England had recourse beyond their own manor. Not only could they sue – and be sued – in the courts of other landlords, but they were also legally entitled to bring cases (even against their own landlords) to the royal courts.⁷⁴ Unlike Russian landlords, English landlords were required to uphold contracts (such as custom) made with their serf tenants. Russian landlords had no such obligation; their serfs were their property and they could violate agreements with them at will.

It seems fair to say that the services offered by the Sheremetyevs were better than those available to most Russian serfs. The quasi-formal arrangements of the wealthiest landlords probably led to a degree of economic activity beyond what would have been otherwise possible, given their serfs' tenuous legal position. However, given the drawbacks outlined here, it is perhaps not surprising that the economic advantages of these arrangements did not result in more widespread economic development in rural Russia during this period.

⁷³ Briggs, *Credit and Village Society*.

⁷⁴ Briggs, "Manor Court Procedures".

APPENDIX: WHAT WAS A RUBLE WORTH?

- Figures for feudal dues and taxes were always given in silver rubles. Salaries and wages and prices for land, property and other goods were almost always given in paper rubles (unless otherwise specified).
- Throughout the nineteenth century, the soul tax stood at 86 (silver) kopecks per year (or 3 paper rubles).⁷⁵
- During this period, 1 silver ruble was approximately equal to 3.5 paper rubles.⁷⁶
- The minimum quitrent burden on the Voshchazhnikovo estate in 1796 was 15 (silver) rubles per *tiaglo* per year. The amount levied per *tiaglo* seems to have remained constant over the nineteenth century.
- In the 1796 instructions, Sheremetyev notes that ‘a woman working in textiles could earn 15 to 25 (silver) rubles per year’.⁷⁷ A Voshchazhnikovo serf working as a servant in St Petersburg in the 1840s claimed to be earning 500 (paper) rubles per year.⁷⁸ The salaries of communal officials ranged from 250 to 700 paper rubles in the 1840s.⁷⁹
- In Voshchazhnikovo in 1831, 1 *pood** of oat flour cost 1 ruble 20 kopecks.
One *pood* of rye flour cost 1 ruble 30 kopecks.
One *pood* of salt cost 2 rubles 30 kopecks.
One *chetvert* of rye cost 13 rubles.
One *chetvert* of oats cost 6 rubles 50 kopecks.
One *pood* of hay cost 1 ruble.⁸⁰

*A *pood* was the rough equivalent of 36 lbs.
A *chetvert* was a quarter of a *pood*.

⁷⁵ J. Blum, *Lord and peasant in Russia*, p. 434.

⁷⁶ *Ibid.*, p. 434.

⁷⁷ *Ibid.*, l. 26.

⁷⁸ RGADA, f. 1287, op. 3, ed. khr. 1713, l. 43 (‘Correspondence between St. Petersburg officials and Voshchazhnikovo estate officials, 1846’).

⁷⁹ RGADA, f. 1287, op. 3, ed. khr. 1635, ll. 4-6 (‘Communal resolutions, 1844’).

⁸⁰ All prices from RGADA, f. 1287, op. 3, ed. khr. 1070, ll. 58-9 (‘Report on goods available at Voshchazhnikovo market, 1831’). Prices are in paper rubles.

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RGADA *Rossiskii Gosudarstvennyi Arkhiv Drevnikh Aktov*
f. *fond*
op. *opis'*
ed. khr. *edinitsa khraneniia*

Communal resolutions

RGADA, f. 1287, op. 3, ed. khr. 1325 (1837)
RGADA, f. 1287, op. 3, ed. khr. 1635 (1844)
RGADA, f. 1287, op. 3, ed. khr. 2317 (1858)

Contracts

RGADA, f. 1287, op. 3, ed. khr. 229 (1759)
RGADA, f. 1287, op. 3, ed. khr. 612 (1793)
RGADA, f. 1287, op. 3, ed. khr. 977 (1826)
RGADA, f. 1287, op. 3, ed. khr. 1108 (1831)
RGADA, f. 1287, op. 3, ed. khr. 1155 (1832)
RGADA, f. 1287, op. 3, ed. khr. 1523 (1840)

Household inventories

RGADA, f. 1287, op. 3, ed. khr. 1143 (1832, 1838)

Petitions

RGADA, f. 1287, op. 3, ed. khr. 588 (1792)
RGADA, f. 1287, op. 3, ed. khr. 629 (1795-9)
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RGADA, f. 1287, op. 3, ed. khr. 843 (1822)
RGADA, f. 1287, op. 3, ed. khr. 911 (1823)
RGADA, f. 1287, op. 3, ed. khr. 1113 (1832-6)
RGADA, f. 1287, op. 3, ed. khr. 1178 (1833)
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Reports/Correspondence

RGADA, f. 1287, op. 3, ed. khr. 555 (1796/1800)
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