

Contract enforcement in Russian serf society, 1750–1860¹

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This article 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 socio-economic and legal strata 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 his local estate.

How are contracts enforced in societies with weak or underdeveloped formal institutions? Can private enforcement mechanisms reduce transactions costs sufficiently to encourage exchange and credit in the absence of state institutions? These questions have received much attention in the legal history, economic history, and development economics literatures in recent years. Not surprisingly, the ‘transition economies’ of eastern Europe—especially Russia—are frequently at the centre of this discussion.² In this literature, the absence of formal enforcement mechanisms is often viewed as the legacy of Soviet rule, under which market transactions were confined largely to the informal sector. But, as indicated here, these problems have much deeper roots in Russia. This article addresses questions of enforcement and formal institutions in imperial Russia with a sharp focus on micro-level evidence.

Rural Russia before the abolition of serfdom offers an especially illuminating context for the study of contract enforcement outside a formal, state-sanctioned framework. Serfs in Russia had no recourse to civil institutions; under law they were the subjects—the property, in fact—of their landlords.³ 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.⁴ Because serfs in much of European Russia were members of communes, which held land in collective tenure,⁵ many scholars have assumed that property held in

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² Examples include Gow, Streeter, and Swinnen, ‘Private contract enforcement’; Hay and Schleifer, ‘Private enforcement’; Hendley, Murrell, and Ryterman, ‘Law’; Pistor, ‘Supply and demand’. See also Greif and Kandel, ‘Contract enforcement institutions’; Frye, ‘Contracting’.

³ 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*.

⁴ Crisp, ‘Peasant land tenure’, p. 37.

⁵ Communal land on serf estates was usually owned by the landlord but allocated to the commune for serfs’ use. Communal officials were responsible for distributing it—and periodically redistributing it—among member households.

individual tenure was rare in the pre-revolutionary Russian countryside.⁶ However, this widely held view is not consistent with empirical evidence for lively markets in land and credit on a number of Russian serf estates.⁷ The evidence presented here indicates that serfs not only purchased and held land in individual tenure (as noted by a number of historians of the pre-reform Russian countryside),⁸ they were even able to make such purchases on credit, and, despite certain legal restrictions, to pledge their private holdings as collateral in formalized credit transactions.

How was this possible in the absence of a formal institutional framework for contractual transactions? This article explores this question, using evidence for one particular serf society, the estate of Voshchazhnikovo, a Sheremetyev family holding in the Rostov district of Yaroslavl' province. Archival documents for the period 1750–1860 make clear that, despite formal legal restrictions, 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 socio-legal status, such as merchants and landlords. It is argued here that these transactions 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 may well have made possible the remarkable accumulation of wealth achieved by some of the Sheremetyev family's serfs, who, as frequently noted in the historical literature, were among the more prosperous of enserfed peasants.⁹

However, at the same time, a note of caution is sounded. While this arrangement did pave the way for a remarkable degree of contractual exchange, it is argued here that this system was far from optimal. There was still considerable scope for administrative arbitrariness, and serfs had no right to appeal beyond the landlord on matters of enforcement. Furthermore, evidence suggests that the enforcement services offered privately by the landlord may have been too expensive for the poorest members of society, forcing them to rely on riskier informal agreements, or to do without access to credit altogether.

I

'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 peasants traditionally had few formal rights before the law and the Muscovite Law Code of 1649 (*Ulozhenie*) eroded these even further. In particular, the *Ulozhenie* removed peasants' rights to mobility and deprived them of the right to private property (their property was, under serfdom, the property of their landlords). In disputes, a serf was under the jurisdiction of his landlord, and was represented by his lord in disputes with outsiders or those of other legal estates,

⁶ A recent expression of this view is Procaccia, *Russian culture*, pp. 61–2.

⁷ For instance, Bohac, 'Family'; Dennison, *Institutional framework*; Fyodorov, *Pomeshchich'i Kres'tiane*; Kashin, *Krepostnye kres't'iane-zemlevadel'tsy*; Melton, 'Magnate'; Rubinshtein, *Sel'skoe khoziaistvo*.

⁸ See, for instance, Aleksandrov, *Sel'skaia*, especially pp. 231–5; Moon, *Russian peasantry*, p. 120.

⁹ Blum, *Lord and peasant*, pp. 472–4; Prokof'eva, *Krest'ianskaia*, pp. 166–8; Shchepetov, *Krepostnoe*, pp. 104–10.

except in certain criminal cases (such as murder or highway robbery) when serfs themselves were made to stand trial in court.¹⁰

Some wealthier noble landlords, such as the Sheremetyev and Gagarin families, compensated for this lack of legal status—especially the absence of formal rights to property—by creating their own quasi-formal legal frameworks, which helped serfs to circumvent the legal obstacles to land ownership by purchasing property in their landlords' names. Some of these improvised frameworks, such as the one examined in this article, also offered notarial services and extra-local forms of dispute resolution.

These quasi-formal administrative frameworks were not exactly manorial court systems of the sort associated with medieval England or even with central Europe during the second serfdom. They were more like states within a state. The largest landholding families in imperial Russia more closely resembled sovereign princes of the Holy Roman Empire than 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 1 per cent of the Russian aristocracy, but they held nearly 40 per cent of seigniorial serfs.¹¹ The legal frameworks they devised were designed to 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 that would have been too risky in the absence of these quasi-formal enforcement systems.

II

The evidence presented in this article comes from the estate of Voshchazhnikovo, which was located in central Russia, in the Rostov district of Yaroslavl' Province, one of seven provinces in the so-called 'Central Industrial Region'.¹² The estate was about 30 miles south-west of the provincial capital, Yaroslavl', and about 300 miles north-west of Moscow. Voshchazhnikovo belonged to the Sheremetyev family, one of Russia's wealthiest landholding families, who possessed over 300,000 serfs distributed across roughly 30 estates in 17 provinces.¹³ Like other Russian grandees, the Sheremetyevs were absentee landlords, who administered their estates with the help of hired officials in the localities as well as administrative offices in both Moscow and St Petersburg.

The Voshchazhnikovo estate had a total population of about 3,500 serfs, distributed among 30 villages. The estate took its name from the largest of these villages, which contained roughly 200 households and about 1,200 serfs.¹⁴ The

¹⁰ As discussed in Bartlett, 'Serfdom', pp. 30–1; Blum, *Lord and peasant*, pp. 262–5.

¹¹ Less than half of Russian peasants in this period were seigniorial serfs—those held by private landlords. State peasants, who lived on state lands and were obliged to the Crown, were the majority (at just over 50%). There were other, smaller categories of obligated peasants in imperial Russia (such as court peasants) and even free peasants.

¹² The provinces of the Central Industrial Region were: Kaluga, Kostroma, Moscow, Nizhnyi Novgorod, Yaroslavl', 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.

¹³ Shchepetov, *Krepostnoe*, pp. 18–26.

¹⁴ These figures come from the inventories of households in the Russian State Archive of Old Documents, Moscow (hereafter RGADA), f. (*fond*) 1287, op. (*opis*) 3, ed.khr. (*ediniitsa khraneniia*) 1143 (for years 1832/8).

serfs on this estate, like most serfs in this region, paid their feudal obligations to the Sheremetyevs in cash and kind. In addition to cash rents (15 silver roubles per *tiaglo* of land),¹⁵ Voshchazhnikovo serfs were required to provide oats for the lord's stables, to cart grain to the family residences in Moscow and St Petersburg, to maintain estate infrastructure, and to provide recruits for the army. All male serfs were liable for the annual soul tax, which stood at roughly 86 silver kopecks in the nineteenth century.¹⁶

Voshchazhnikovo had no particular economic specialism; serfs engaged in rural industry, crafts, migrant labour, and various kinds of trade. They were required by the landlord to cultivate their communal allotments, but very few households made a living exclusively from agriculture.¹⁷ In this way, Voshchazhnikovo was fairly representative of other estates in the Central Industrial Region.¹⁸ Of the Sheremetyev family holdings, it was neither the richest nor the poorest, neither the largest nor the smallest.¹⁹

The findings presented here come from documents kept by estate officials, and related mainly to contractual exchange.²⁰ 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 incomplete, and leave little scope for quantitative analysis. Only five annual registers have survived, for the years 1793, 1826, 1831, 1832, and 1840. The sets for 1826, 1831, and 1832 appear complete, with 14, 34, and 13 contracts respectively, registered between January and December of these years. The register for 1793, which contains records for 45 contracts, may be complete, though there are no entries after 11 November of that year. The register for 1840 is incomplete, recording 14 contracts between January and June. Despite these shortcomings, these registers do appear to provide a reasonable sample of existing contractual practices among serfs on this estate.

In addition to these, 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 makes quantitative estimates impossible, they still afford detailed insight into local administrative practices, which, it will be argued later, significantly affected the nature of contractual transactions on this estate.

III

Estate officials at Voshchazhnikovo recorded a wide range of contractual transactions among serfs. As indicated, a notarial system of written, registered contracts was in use on the Sheremetyev estates. Serfs employed scribes to draw up written

¹⁵ The *tiaglo* was a conventional measure usually referring to the amount of land that could be worked by one husband-and-wife work unit. At Voshchazhnikovo, some households held more than one *tiaglo* of land, while some had only a half or quarter of a *tiaglo*. Quitrents were calculated on the basis of a household's share of land.

¹⁶ Blum, *Lord and peasant*, p. 464.

¹⁷ Only 10% 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).

¹⁸ General accounts of the serf economy in this region can be found in Blum, *Lord and peasant*, especially pp. 394–400; Moon, *Russian peasantry*, especially pp. 72–4, 143–50.

¹⁹ For more on the Sheremetyev holdings, see Shchepetov, *Krepostnoe*.

²⁰ These documents can be found in the Sheremetyev family archive (f. 1287) in RGADA.

agreements, which were then signed and notarized and filed with the provincial courts and the estate administration. Such formalized agreements were frequently used in land transactions. For instance, a set of contracts dated 1759 details sales of land by neighbouring landlords to Voshchazhnikovo serfs,²¹ with prices paid ranging from 20 to 1,700 roubles.²² Additional contracts from the early to mid-nineteenth century record land transactions among serfs themselves. In 1831, Martin Ivanov Bauman, a serf from Denis'eva, one of the smaller villages on the estate, sold a piece of privately-held land to fellow serf Ivan Arnautov for 175 roubles.²³ In 1837, Voshchazhnikovo serf Grigory Bulygin purchased 19 *desiatina* (roughly 51 acres) from the landholder Natal'ia Shchupinskaia at 30 roubles per *desiatina*.²⁴ In 1840, the Voshchazhnikovo serf Filip Malyshev received 100 roubles from Filip Shagan for the land he had purchased from Egor Dolodanov in 1820.²⁵

Many of these land transactions were a kind of formalized simultaneous exchange. For example, Avdot'ia Sakharova sold land in 1793 to Fyodor Patryshev for 270 roubles, noting in the contract that payment had been received in full.²⁶ Similarly in 1831 Dmitri Titov sold a piece of land to Grigory Bulygin for 165 roubles, all of which, it was noted, had been received by Titov at the signing of the agreement.²⁷ Such transactions were nonetheless carried out with notarized contracts in order formally to establish rights to the land that changed hands. The contracts 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.

It should be noted that most of the land transferred by serfs with contracts was not communal land; rather, these were lands serfs themselves had purchased and held in individual tenure, through the titling process described above. Most of these holdings were not adjacent to estate lands, but in different parts of Yaroslavl' province altogether. Of the roughly 5,400 *desiatin* (about 14,500 acres) held privately by serfs, only 500 *desiatin* were located in the same district as Voshchazhnikovo itself. These distant holdings were often rented to local peasants for cash, as in the example given below. But serfs did even occasionally transfer communal allotments to one another using formal contracts—a process which appears to have coexisted with the periodic redistribution of communal land by communal officials. One such example of a sale contract involving communal land is from 1793,

²¹ 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 provided 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.

²² The contracts rarely specify whether prices were in silver or paper roubles. It seems likely that they were in paper roubles (*assignaty*), as most transactions undertaken by Voshchazhnikovo serfs were. The exchange rate in this period was roughly 3.5 *assignat* to 1 silver rouble. For a more detailed discussion of currencies and exchange rates in imperial Russia, see Owen, 'Standard ruble of account'.

²³ RGADA, f. 1287, op. 3, ed.khr. 1108, entry 5 (contracts for 1831).

²⁴ RGADA, f. 1287, op. 3, ed.khr. 1336, l. 1 (land purchase contracts).

²⁵ RGADA, f. 1287, op. 3, ed.khr. 1523, l. 1 (contracts for 1840).

²⁶ RGADA, f. 1287, op. 3, ed.khr. 612, l. 4 (contracts for 1793).

²⁷ RGADA, f. 1287, op. 3, ed.khr. 1108, entry 7 (contracts for 1831).

when Yegor Usachev paid fellow serf Vasily Voronov 80 roubles for the allotment (*tiaglovaia zemlia*) that Voronov retained following his father's death.²⁸

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 June 1793, Vasilisa Dmitrieva sold her holding in the village of Voshchazhnikovo—her garden plot and all buildings—to Mikhail Kalmykov for 200 roubles, 100 of which were received immediately with the remaining 100 to be paid in July.²⁹ In March 1826 Mikhail Shetov agreed to purchase a horse from Ivan Briukhov for 60 roubles, 20 of which would be paid on 1 May, and the remaining 40 on 1 October in the same calendar year.³⁰ Even some land transactions involved future payment. In 1793 Ivan Yablokov let his land in Uglich district to Mikhail Petrov and Dmitri Stepanov for five years at 25 roubles per year, to be paid each year on the first day of May.³¹ The above-mentioned Martin Bauman, who sold a piece of land in 1831 to Ivan Arnautov for 175 roubles, accepted 25 roubles 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).³² In January 1832, Leontei Matal'ev sold a piece of land to Grigorii Kovin for 900 roubles, taking 400 roubles from Kovin up front and agreeing to accept the remaining 500 in September of the same calendar year.³³

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 roubles from Kozma Smirnov to be repaid with 10 per cent interest by 20 February 1794.³⁴ In April 1826 Nikolai and Dmitri Yablokov borrowed 100 roubles from Pelageia Listvennikova, 50 of which were to be repaid by the end of the year 1826, with the remaining 50 roubles due in 1827.³⁵ In 1832 Mikhail Stulov borrowed 600 roubles from Semyon Dolodanov, to be repaid with interest 'in the future' (neither the date nor the interest rate was specified).³⁶ In March of that same year Mikhail Shetov borrowed 168 roubles 20 kopecks from Vasily Slasnikov, which he promised to repay in two instalments: 50 roubles by September of 1832 and the remainder at the start of 1833.³⁷ In 1840 Vasily Kriuchkov lent 435 roubles to Mikhail Stepanov, to be repaid at some point in the future (date not specified).³⁸ 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 roubles he borrowed in 1832.³⁹ Mikhail Shetov also offered

²⁸ RGADA, f. 1287, op. 3, ed.khr. 612, l. 6 (contracts for 1793). Additional examples and a more comprehensive discussion of land markets in this region can be found in Dennison, *Institutional framework*, pp. 132–48.

²⁹ RGADA, f. 1287, op. 3, ed.khr. 612, l. 10 (contracts for 1793).

³⁰ RGADA, f. 1287, op. 3, ed.khr. 977, l. 3 (contracts for 1826).

³¹ RGADA, f. 1287, op. 3, ed.khr. 612, l. 7 (contracts for 1793).

³² RGADA, f. 1287, op. 3, ed.khr. 1108, entry 5 (contracts for 1831).

³³ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 1 (contracts for 1832).

³⁴ RGADA, f. 1287, op. 3, ed.khr. 612, l. 11 (contracts for 1793).

³⁵ RGADA, f. 1287, op. 3, ed.khr. 977, l. 3 (contracts for 1826).

³⁶ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 2 (contracts for 1832).

³⁷ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 11 (contracts for 1832).

³⁸ RGADA, f. 1287, op. 3, ed.khr. 1523, l. 2 (contracts for 1840).

³⁹ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 2 (contracts for 1832).

land as collateral for the money borrowed from Vasily Slasnikov that same year, as did Mikhail Stepanov for the 435 roubles he borrowed from Vasily Kriuchkov.⁴⁰

Many of these transactions involved considerable sums. References to quitrent obligations and serfs' earnings can help to put these figures in context. The annual quitrent (*obrok*) levy on this estate, throughout the period under investigation, was 15 silver roubles (roughly 50 *assignat*, or paper roubles) per *tiaglo* of land.⁴¹ A set of instructions from 1796 notes that serf women in the local textile manufactories earned 15–25 silver roubles (roughly 50–90 paper roubles) per year.⁴² Salaries of communal officials—the only salaries that were periodically recorded in the documents—ranged from 250 to 700 paper roubles in the 1840s.⁴³ That the sums recorded in contractual agreements were relatively substantial may be related to the cost of formalizing these transactions, a hypothesis which will be revisited in greater detail in section IV.

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 a 1793 contract between Ivan Yablokov and Mikhail Stulev, by which Yablokov agreed to let an arable allotment to Stulev for one year, in return for two roubles and four days of ploughing.⁴⁴ In a contract from 1826, Aleksei Egorov agreed to allow his son, Vladimir, to leave the family's household and move to St Petersburg in exchange for a payment of 150 roubles per year, plus payment of all feudal dues and taxes.⁴⁵ A contract drawn up by the Shavin brothers in 1851 stipulated that Ivan Shavin would go to the army for his household, in exchange for a payment of 250 roubles from his brothers upon his return.⁴⁶ Contracts such as these suggest that serfs at Voshchazhnikovo were quite keen to formalize their agreements.

The existence of notarized contractual agreements between family members offers additional support for this view. Russia has long been viewed as more multi-stranded 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.⁴⁷ Relatives, in this view, would have been an important source of informal assistance within the collectivity. To some extent this may have been the case (informal contracts will be discussed further in the next section), but the evidence for Voshchazhnikovo indicates a surprising willingness on the part of serfs to formalize transactions within the family. The contract drawn up by the Shavin brothers over payment for military duty is one example. Similar instances include a loan of 500 roubles made in 1831 to Aleksandr Pyraev by his aunt, for

⁴⁰ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 11 (contracts for 1832); RGADA, f. 1287, op. 3, ed.khr. 1523, l. 2 (contracts for 1840).

⁴¹ See above, n. 15, on *tiagly* and their distribution among households. As mentioned in n. 22, the sums recorded in contracts were usually in *assignaty*.

⁴² RGADA, f. 1287, op. 3, ed.khr. 555 (instructions).

⁴³ Salary information can be found in reports on the elections of officials, as in RGADA, f. 1287, op. 3, ed.khr. 1022.

⁴⁴ RGADA, f. 1287, op. 3, ed.khr. 612, l. 8 (contracts for 1793).

⁴⁵ RGADA, f. 1287, op. 3, ed.khr. 977, l. 5 (contracts for 1826).

⁴⁶ RGADA, f. 1287, op. 3, ed.khr. 2317, l. 16 (communal resolutions, 1858).

⁴⁷ On large multiple-family households in Russia, see Czap, 'Perennial multiple-family household'; Hoch, *Serfdom*, especially pp. 65–90. On their significance, see Hajnal, 'Two kinds'.

which he put up his house and garden plot as collateral,⁴⁸ and a loan of 350 roubles made in 1832 by Mikhail Ivanov to his brother Ivan Ivanov, for which Ivan offered one of his land allotments as collateral.⁴⁹ 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.⁵⁰ In March 1840 Leontei Ushakov signed a contract with his brother, Andrei, agreeing to repay the 450 roubles Andrei had lent him by June of the same year.⁵¹

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 (for example, 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 those from outside the estate and, as we will see, even 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.

IV

It was the quasi-formal centralized administrative system established by the Sheremetyev family that made it possible for a system of contractual exchange to function at Voshchazhnikovo. Written, notarized contracts were not unique to the Sheremetyev estates; these could be concluded by serfs in provincial notarial offices for a fee.⁵² But enforcement was not so straightforward. Because serfs were officially the property of their landlords, they were not legally permitted to hold property in their own names (at least until the 1840s), and they could not bring cases before a civil court.⁵³ Landlords, however, could offer enforcement services to their serfs.

In order to oversee their many scattered holdings, the Sheremetyev family 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 set out the manner in which the Sheremetyev estates were to be governed.⁵⁴ 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.⁵⁵ The administrative legal framework established by these instructions worked to some extent as a substitute for the civil institutions that

⁴⁸ RGADA, f. 1287, op. 3, ed.khr. 1108, entry 4 (contracts for 1831).

⁴⁹ RGADA, f. 1287, op. 3, ed.khr. 1155, ll. 2–3 (contracts for 1832).

⁵⁰ RGADA, f. 1287, op. 3, ed.khr. 1155, l. 5 (contracts for 1832). 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.

⁵¹ RGADA, f. 1287, op. 3, ed.khr. 1523, l. 5 (contracts for 1840).

⁵² See, for instance, Kapustina, ‘Zapisnye knigi’; Tarlovskaja, ‘Rostovshchicheskie operatsii’.

⁵³ Landlords were not held responsible for the debts of their serfs. Instead credit transactions were proscribed by law for unfree persons.

⁵⁴ Such practices among large landholders have been referred to as ‘enlightened seigniorialism’ (see Melton, ‘Enlightened seigniorialism’). It will be suggested later that the Sheremetyev system may have been exceptional even among the wealthy and so-called ‘enlightened’ seigniors.

⁵⁵ Surviving instructions for the Sheremetyev estates can be found in the Russian State Historical Archive (RGIA) in St Petersburg and the Russian State Archive for Old Documents (RGADA) in Moscow.

excluded the enserfed population. In addition to stating the rules, estate instructions set out explicit penalties for infringement. While there was some variation in instructions from estate to estate—mainly due to variation in local conditions—archival sources indicate an attempt to establish a system of procedures that 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 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 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. Count Nikolai Sheremetyev (1751–1809) apparently realized that such local integration was potentially problematic, as he noted explicitly in a decree from 1789 that ‘all [his] serfs should be at liberty to bring their concerns directly to [him]’.⁵⁶

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 intra-familial 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 Timofei Savinkov, a serf from Iukhotskoe estate, petitioned officials to have 15 years’ worth of interest on a 550-ruble loan collected from the Voshchazhnikovo serf Vasily Aralov.⁵⁷ An 1833 petition from a priest in the parish of Uslavtsevo asked officials to force Ivan Pugin of Voshchazhnikovo to repay the 1,614 roubles he had borrowed from the Uslavtsevo church.⁵⁸ In 1836 Ivan Slasnikov requested that officials enforce his agreement with Mikhail Shetov, who owed him 300 roubles.⁵⁹ Even contracts between family members could break down, as seen in the 1836 petition from Lev Novozhilov, who demanded that estate officials force his brother Konstantin to repay the 2,000 roubles he had borrowed from him.⁶⁰ An 1846 petition from Ivan Shalkov asked that his brother be made to pay the 4,166 roubles 66 kopecks owed to Ivan in accordance with their trade agreement.⁶¹

⁵⁶ ‘. . . 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 . . .’; RGADA, f. 1287, op. 3, ed.khr. 555, l. 2 (instructions, 1796/1800).

⁵⁷ RGADA, f. 1287, op. 3, ed.khr. 911 (petition, 1823).

⁵⁸ RGADA, f. 1287, op. 3, ed.khr. 1178 (petition, 1833).

⁵⁹ RGADA, f. 1287, op. 3, ed.khr. 1299 (petition, 1836).

⁶⁰ RGADA, f. 1287, op. 3, ed.khr. 1260 (petition, 1836).

⁶¹ RGADA, f. 1287, op. 3, ed.khr. 1720 (petition, 1846).

The archival record indicates that officials—at the local level as well as in the central offices—were prepared to uphold the terms of 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 1,100 roubles they had lent him the previous year, officials ruled in their favour, ordering an inventory of Malyshev's personal belongings and demanding he sell them to meet his obligations.⁶² 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 1,200 roubles Kriuchkov had lent him several years previously.⁶³ 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.⁶⁴ The house that Kozmin Moseyevskii sold for 1,100 roubles to Grigory Achuev in 1839 was returned to Moseyevskii in 1840 when Achuev failed to come up with the 1,100 roubles by the agreed date.⁶⁵

Formal procedures were in place for handling the debts of deceased serfs. 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, an itinerant pedlar, 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 roubles 45 kopecks.⁶⁶ 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 roubles respectively.⁶⁷ A merchant from the city Rostov, Semyon Shmagin, claimed 1,039 roubles from Shatilova, while Ivan Kiselev, a Yaroslavl' merchant, was owed 255 roubles 50 kopecks.⁶⁸ Other creditors included a priest from Rostov, and several serfs from the Sheremetyevs' Ivanovo estate.⁶⁹ Once all claims were in, officials carried out an appraisal of Shatilova's personal belongings and trade inventory, and arranged to have these items sold to pay her debts.⁷⁰

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 roubles 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

⁶² RGADA, f. 1287, op. 3, ed.khr. 843 (petition, 1822).

⁶³ RGADA, f. 1287, op. 3, ed.khr. 1108, entry 2 (contracts for 1831).

⁶⁴ RGADA, f. 1287, op. 3, ed.khr. 1155 (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.

⁶⁵ RGADA, f. 1287, op.3, ed.khr. 1523 (contracts for 1840).

⁶⁶ '... 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 dolgovoii summy . . .'; RGADA, f. 1287, op. 3, ed.khr. 729, l. 1 (petitions, 1819).

⁶⁷ *Ibid.*, ll. 3, 5.

⁶⁸ *Ibid.*, ll. 6, 17.

⁶⁹ *Ibid.*, ll. 18, 25.

⁷⁰ It is not clear from the file whether enough money was raised to pay her creditors in full.

man to come forward. It was found that Kolmykov and his deceased wife together owed 3,345 roubles 24 kopecks. Arrangements 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.⁷¹

Contract enforcement services were not free on the Sheremetyev estates. The landlord benefited from this system by charging a fee at each stage of the process: a fee for drawing up a written document, a fee for notarization, a fee for filing the document with the estate administration, and additional fees for petitioning the landlord in the case of a dispute. The fees, unfortunately, are not explicitly set out in any of the surviving archival records. But prices noted on surviving contracts and petitions indicate that fees could range from 50 kopecks to two or three roubles. Such fees may have influenced decisions about whether to register smaller loans; some evidence in support of this theory will be discussed shortly.

It seems unlikely that this system was established explicitly for the support of credit transactions. Instead, it appears to have been an extension of the Sheremetyevs' enforcement system for land and property rights, which had been established at least since the early 1700s, and which generated more substantial income streams through an accompanying system of property and asset taxes.⁷² This guess is based on the observation that documents related to credit and contracts only appear in the archival record later in the eighteenth century, where certificates of title to land and records of property disputes appear much earlier. At some point the Sheremetyevs may have realized they could adapt the existing land transactions enforcement system to support credit transactions and increase their income in the process. But we can only speculate, since there is no evidence in the archive regarding the motivation (if any) for introducing such a system or allowing it to evolve.⁷³

The system of enforcement used by Sheremetyev serfs was far from perfect. Many cases took years to resolve; some files contain many years' worth of documents and no resolution.⁷⁴ 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.⁷⁵ 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 on these issues

⁷¹ RGADA, f. 1287, op. 3, ed. khr. 706 (petitions, 1818).

⁷² For a detailed discussion of this system, see Dennison, *Institutional framework*. Unfortunately, it is not possible with the data available to test these hypotheses quantitatively.

⁷³ A larger comparative study of estates in this region, considering variables such as landlords' educational backgrounds, the ecological endowments of their estates, and proximity to urban markets, might shed additional light on differences in local institutional arrangements.

⁷⁴ 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).

⁷⁵ 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.

beyond the landlord's administration.⁷⁶ 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? Some scholars have suggested that contractual behaviour was determined largely by cultural norms. In this literature, Russia is often portrayed as having an anti-contract culture.⁷⁷ Is it possible that Voshchazhnikovo was some sort of cultural or economic outlier in this period? This is 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 Yaroslavl' province (and central European Russia) more generally.⁷⁸ Moreover, unlike other Sheremetyev estates, such as the proto-industrial centres of Pavlovo or Ivanovo, Voshchazhnikovo had no particular economic specialization; serfs engaged in agriculture, rural industry, trade, service, and wage labour. This mixed economy was fairly representative of 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 1,000 roubles 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'.⁷⁹ 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 the serf population nor to the area around Voshchazhnikovo.

Most important to the argument in favour 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, but not, it seems, to free persons.⁸⁰ 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

⁷⁶ The broader implications of such shortcomings are discussed in Dennison, 'Did serfdom matter?'.
⁷⁷ See, for instance, Procaccia, *Russian culture*.
⁷⁸ See Kabuzan, *Narody Rossii*, pp. 121–2.
⁷⁹ Katarina 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).
⁸⁰ 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. This is discussed further in section V.

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; that is, only when the borrower could be brought before the Sheremetyev officials. 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.

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 without written contracts, since the smallest loan mentioned in the notarized agreements for Voshchazhnikovo was for 25 roubles. There is some evidence in the archive to support this. An inventory of loans made to the deceased serf Kozma Popov provides details of formal loan contracts which total over 9,000 roubles. However, at the very end of the document is a list of 'loans made without a contract, as reported by [the deceased's] widow', in which appear the names of 10 creditors and the sums they lent, ranging from seven to 47 roubles.⁸¹ Since, as noted earlier, one would have been required to pay a scribe to draw up a contract, then pay a fee to have it notarized and registered, and pay again to bring a dispute before authorities, many smaller loans may have been handled informally.⁸²

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 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, Burbank's study of township courts in the post-emancipation period.⁸³ Township courts were established throughout Russia after the abolition of serfdom. Burbank's study, which uses several thousand court records for 10

⁸¹ '... bez rospiski pouvereniju vdovy Mar'i Popovoi'; 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.

⁸² 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*, pp. 57–62.

⁸³ See Burbank, *Russian peasants*.

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).⁸⁴ 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.⁸⁵

V

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.⁸⁶ 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.⁸⁷ 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, in looking at this fascinating picture, be persuaded by the argument that serfdom in Russia was 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, and credit transactions were possible. Local administrative systems were able to substitute for formal state institutions.

However, a closer look at the system outlined here reveals considerable shortcomings.⁸⁸ First, only a minority of Russian serfs had access to an administrative-legal framework like that on the Sheremetyev estates.⁸⁹ 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.⁹⁰ Also, no such systematic approach to contracts and

⁸⁴ *Ibid.*, pp. 82–118.

⁸⁵ The findings for Voshchazhnikovo are in some ways consistent with arguments about the development of 'legal consciousness' (*pravosoznanie*) among peasants in the eighteenth century. There is a substantial literature on this subject, a full account of which is beyond the scope of this article. More detailed discussions can be found in Kamkin, 'Pravosoznanie', and Raskin, 'Ispol'zovanie'.

⁸⁶ In this way the findings for Voshchazhnikovo are consistent with those of other micro-level studies, such as Bohac, 'Family'; Melton, 'Proto-industrialization'; Rudolph, 'Agricultural structure'. See also Mironov, *Blagosostoianie*; Moon, 'Reassessing'.

⁸⁷ 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).

⁸⁸ For a more detailed discussion of the costs of serfdom in Russia, see Dennison, 'Did serfdom matter?', especially pp. 85–9.

⁸⁹ It may be that access varied even among Sheremetyev serfs; for instance, there may have been variation in the application of the rules at the local level. A detailed study of an agricultural estate owned by the Sheremetyevs (a *barshchina* estate) could reveal a different set of practices on the ground. Questions related to access have been raised in the literature on enforcement in transition economies as well. See, for instance, Pistor, 'Supply and demand', pp. 60–2.

⁹⁰ As on the estate described by Melton in 'Magnate'.

property rights appears to have existed on the lands of the state peasants, who constituted an even larger portion of the peasant population than seignorial serfs.⁹¹

It is not even clear that other wealthy landlords established systems 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.⁹² But there is no mention in existing work on their estates of a system of contract enforcement and dispute resolution like that described here.⁹³ This may seem peculiar, at first glance, since the services provided by the Sheremetyevs probably enhanced their revenues (both through fees for services and, in the long run, through the generation of local surpluses which could be appropriated with new fees and taxes).⁹⁴ But there is no reason to suppose that they, let alone other landlords, were actually aware of this at the time. In any case, noble landlords—even the wealthiest ones—presumably had different priorities regarding the allocation of their resources. Even if the Sheremetyev system had appeared to offer certain benefits, the Gagarins (or Orlovs or Stroganovs) may still have been reluctant to divert funds away from other pursuits, or they may have been already too indebted, and thus unable to afford such an investment. We may not know precisely how the balance sheets of grandee families compared, but it seems unlikely that they faced identical constraints.⁹⁵

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 goodwill 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. There are no explicit references in the archive to unwillingness on the part of the Sheremetyevs to abide by the rules they had established. Nonetheless, 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 some risk involved in this arrangement.⁹⁶

One of the most considerable disadvantages of this system 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 roubles. The overwhelming majority (90 per cent) were for sums over 100 roubles. While there were serfs described as poor in the records, such as the widows Katarina and Praskov'ia Kalinina, who lent

⁹¹ Although these holdings were formally administered by the state, there seems to have been great scope for variation in local governance. See Bartlett, 'Serfdom', pp. 33–4; Moon, *Russian peasantry*, pp. 206–7. For a more comprehensive account of the state peasantry, see Druzhinin, *Gosudarstvennye krest'iane*.

⁹² See Bohac, 'Family', pp. 10, 105–9.

⁹³ The Gagarin estates of Manuilovskoe and Petrovskoe do not appear to have had such a system. None is mentioned in Bohac, 'Family'; Hoch, *Serfdom*.

⁹⁴ 'May' because, while it seems likely, it would be an enormous undertaking (if possible at all) to try and demonstrate this quantitatively. For a more detailed treatment of this issue, see Dennison, *Institutional framework*.

⁹⁵ See discussion in *ibid.*, pp. 219–22.

⁹⁶ Several such examples appear in Blum, *Lord and peasant*, pp. 434–5.

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 Sheremetyevs' enforcement services were too expensive for those serfs who earned only 25–30 roubles per year, such as the many estate widows who worked in textiles or as pedlars, and wished to borrow small sums. The system required one to pay a scribe to draw up the contract, a fee for notarization, and then another fee to have the contract filed with the estate administration. If a dispute arose, additional costs were incurred, including payment to a scribe who would write out the petition, plus a fee for filing the complaint. Each step cost the serf several roubles (some property purchase contracts themselves cost up to 15 roubles). Thus the total cost of formalizing an agreement might easily approach something like 20–25 roubles. (It is perhaps not surprising, then, that this was the approximate cut-off for formalizing loans.) Poorer serfs, unable to pay such fees, would have been forced to rely on less secure informal agreements when they wished to borrow money. And, precisely because these informal arrangements were less secure, and the costs of debt recovery were non-trivial, there were probably fewer people willing to lend anything to their poorer neighbours. 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.

It might be argued that such problems exist in many legal systems, even those with well-developed formal enforcement mechanisms. This may be so. On the other hand, there were pre-industrial societies—even serf societies—with contract enforcement systems that appear to have functioned much better than the one described here. The system of manorial courts in medieval England offers one example. English manorial courts appear to have been more affordable than the Sheremetyev version: they heard credit disputes over even the smallest sums. Poorer members of society were able to—and did—use these courts to enforce agreements.⁹⁷ Furthermore, serfs in medieval England had some 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.⁹⁸ Unlike Russian landlords, English landlords were supposed 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. English manors were part of a larger set of interlocking legal institutions; in imperial Russia, 'public law effectively stopped at the gates of the estate'.⁹⁹

VI

Despite these drawbacks, it seems possible that the services offered by the Sheremetyev family were considerably better than those available to most Russian serfs. Wealthy landlords were more likely to possess both the resources and the longer time horizons necessary to establish administrative systems enabling serfs to get

⁹⁷ Briggs, *Credit and village society*, pp. 100–49.

⁹⁸ On extra-manorial jurisdiction, see Briggs, 'Manor court procedures'. This does not necessarily mean that serfs did regularly bring cases against their landlords, but they could, legally, and there are some high-profile examples of such in the literature. See, for instance, Crook, 'Freedom'; and Dyer, 'Memories of freedom'.

⁹⁹ Bartlett, 'Serfdom', p. 48.

around restrictions on landholding and contracting, and making it possible for landlords to benefit from the resulting higher volume of serf transactions. The quasi-formal arrangements of landlords like the Sheremetyevs probably led to a degree of economic activity beyond what would have been otherwise possible, given their serfs' tenuous legal position. This is consistent with the observation in the historical literature that some of the wealthiest, most entrepreneurial serfs belonged to the Sheremetyev family.¹⁰⁰ Their example shows that where adequate local institutions exist, some degree of economic development is possible, even within the constraints imposed by serfdom. However, there were limits to the degree of development possible within this quasi-formal arrangement, and these limits were probably felt more acutely on other estates across Russia. Given the shortcomings of even the Sheremetyev system, outlined above, it is perhaps not surprising that the economic advantages of even such exceptionally favourable local arrangements did not result in more widespread economic development in rural Russia during this period.

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¹⁰⁰ Shchepetov notes that the Sheremetyevs considered this a mark of prestige. Count Nikolai Petrovich Sheremetyev (1751–1809), in particular, is said to have frequently boasted of owning such wealthy serfs as the renowned industrialist from Ivanovo, E. A. Grachev; Shchepetov, *Krepostnoe*, pp. 104–10.

Footnote references

- Aleksandrov, V. A., *Sel'skaia obshchina v Rossii, XVII-nachalo XIX v* (Moscow, 1984).
- Bartlett, R., 'Serfdom and state power in imperial Russia', *European History Quarterly*, 33 (2003), pp. 29–64.
- Blum, J., *Lord and peasant in Russia: from the ninth to the nineteenth century* (Princeton, N.J., 1961).
- Bohac, R., 'Family, property, and socioeconomic mobility: Russian peasants on Manuilovskoe Estate, 1810–61' (unpub. PhD thesis, Univ. of Illinois at Champaign-Urbana, 1975).
- Briggs, C. D., 'Manor court procedures, debt litigation levels, and rural credit provision in England, c.1290–c.1380', *Law and History Review*, 24 (2006), pp. 519–58.
- Briggs, C. D., *Credit and village society in fourteenth-century England* (Oxford, 2009).
- Burbank, J., *Russian peasants go to court: legal culture in the countryside 1905–17* (Bloomington, Ind., 2004).
- Crisp, O., 'Peasant land tenure and civil rights implications before 1906', in O. Crisp and L. Edmonson, eds., *Civil rights in imperial Russia* (Oxford, 1989), pp. 33–64.
- Crook, D., 'Freedom, villeinage, and legal process: the dispute between the abbot of Burton and his tenants at Mickelover, 1280', *Nottingham Medieval Studies*, 44 (2000), pp. 123–40.
- Czap, P., 'The perennial multiple-family household: Mishino, Russia 1782–1858', *Journal of Family History*, 7 (1982), pp. 5–26.
- Dennison, T. K., 'Did serfdom matter? Russian rural society, 1750–1860', *Historical Research*, 79 (2006), pp. 74–89.
- Dennison, T. K., *The institutional framework of Russian serfdom* (Cambridge, 2011).
- Druzhinin, N. M., *Gosudarstvennye krest'iane i reforma P. D. Kiseleva*, 2 vols. (Moscow and Leningrad, 1946–58).
- Dyer, C., 'Memories of freedom: attitudes toward serfdom in England, 1200–1350', in M. L. Bush, ed., *Serfdom and slavery: studies in legal bondage* (Harlow, 1996), pp. 277–95.
- Frye, T., 'Contracting in the shadow of the state: private arbitration commissions in Russia', in J. D. Sachs and K. Pistor, eds., *The rule of law and economic reform in Russia* (Boulder, Co. and Oxford, 1997), pp. 123–38.
- Fyodorov, V. A., *Pomeshchich'i krest'iane tsentral'no-promyshlennogo raiona Rossii kontsa XVIII-pervoi poloviny XIX v* (Moscow, 1974).
- Gow, H. R., Streeter, D. H., and Swinnen, J. F. M., 'How private contract enforcement mechanisms can succeed where public institutions fail: the case of Juhokor a.s.', *Agricultural Economics*, 23 (2000), pp. 253–65.

- Greif, A. and Kandel, E., 'Contract enforcement institutions: historical perspective and current status in Russia', in E. P. Lazear, ed., *Economic transition in eastern Europe and Russia: realities of reform* (Palo Alto, Calif., 1995), pp. 291–321.
- Hajnal, J., 'Two kinds of preindustrial household formation system', *Population and Development Review*, 8 (1982), pp. 449–94.
- Hay, J. R. and Shleifer, A., 'Private enforcement of public laws: a theory of legal reform', *American Economic Review*, 88 (1988), pp. 398–403.
- Hendley, K., Murrell, P., and Ryterman, R., 'Law, relationships and private enforcement: transactional strategies of Russian enterprises', *Europe-Asia Studies*, 52 (2000), pp. 627–56.
- Hoch, S. L., *Serfdom and social control in Russia: Petrovskoe, a village in Tambov* (Chicago, Ill., 1986).
- Kabuzan, V. M., *Narody Rossii v Pervoi Polovine XIX v: Chislennost' i Eticheskii Sostav* (Moscow, 1992).
- Kamkin, A. V., 'Pravosoznanie gosudarstvennykh krest'ian vtoroi poloviny XVIII veka (na materialakh evropeiskogo severa)', *Istoriia SSSR*, 2 (1979), pp. 163–73.
- Kapustina, G. D., 'Zapisnye knigi Moskovskoi kontory kak istoricheskii istochnik (pervaia chetvert' XVIII v.)', in *Problemy Istochnikovedeniia*, vyp. 7 (Moscow, 1959), pp. 216–73.
- Kashin, V. N., *Krepostnye krest'iane-zemlevladel'tsy* (Moscow, 1935).
- Kolchin, P., *Unfree labor: American slavery and Russian serfdom* (Cambridge, Mass., 1987).
- Melton, E., 'Proto-industrialization, serf agriculture and agrarian social structure: two estates in nineteenth-century Russia', *Past and Present*, 115 (1987), pp. 69–106.
- Melton, E., 'Enlightened seigniorialism and its dilemmas in serf Russia, 1750–1830', *Journal of Modern History*, 62 (1990), pp. 675–708.
- Melton, E., 'The magnate and her trading peasants in serf Russia: Countess Lieven and the Baki estate, 1800–1820', *Jahrbücher für Geschichte Osteuropas*, 47 (1999), pp. 40–55.
- Mironov, B. N., *Blagosostoianie naseleniia i revoliutsii v imperskoi Rossii* (Moscow, 2010).
- Moon, D., 'Reassessing Russian serfdom', *European History Quarterly*, 26 (1996), pp. 483–526.
- Moon, D., *The Russian peasantry, 1600–1930: the world the peasants made* (1999).
- Owen, T. C., 'A standard ruble of account for Russian business history, 1796–1914: a note', *Journal of Economic History*, XLIX (1989), pp. 699–706.
- Pistor, K., 'Supply and demand for contract enforcement in Russia: courts, arbitration, and private enforcement', *Review of Central and East European Law*, 22 (1996), pp. 55–87.
- Procaccia, U., *Russian culture, property rights, and the market economy* (Cambridge, 2007).
- Prokof'eva, L. S., *Krest'ianskaia obshchina v Rossii vo vtoroi polovine XVIII-pervoi polovine IX v* (Leningrad, 1981).
- Raskin, D. I., 'Ispol'zovanie zakonodatel'nykh aktov v krest'ianskikh chelobytnikh serediny XVIII veka (materialy k izucheniiu obshchestvennogo soznaniia russkogo krest'ianstva)', *Istoriia SSSR*, 4 (1979), pp. 179–92.
- Rubinshtein, N. A., *Sel'skoe khoziaistvo Rossii vo vtoroi polovine XVIII v* (Moscow, 1957).
- Rudolph, R. L., 'Agricultural structure and proto-industrialization in Russia: economic development with unfree labor', *Journal of Economic History*, XLV (1985), pp. 47–69.
- Shchepetov, K. N., *Krepostnoe Pravo v Votchinakh Sheremetevykh* (Moscow, 1947).
- Tarlovskaiia, V. R., 'Rostovshchicheskie operatsii moskovskikh kuptsov I torgovykh krest'ian v nachale XVIII v', *Vestnik Moskovskogo Universiteta, Ser. Istoriia*, 3 (1977), pp. 44–55.