Immovable Property in Legal Actions as Documented in the Notarial Records: The Case of 13th-Century Dalmatian Cities*

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Written documents are particularly valuable when researching medieval urbanity, since many buildings or spatial constellations are no longer extant or have been restructured over the centuries. The issue of ownership over immovable property is crucial when it comes to exploring historical urban areas, since its owners/users directly influenced its appearance and alterations. Information on the types, locations, and owners of immovable property are found scattered in notarial documents, mostly in various legal actions related to property transfer. In this paper, we have analysed this type of data linked to immovable property and its descriptions in the notarial records, focusing on the 13th-century Dalmatian cities of Zadar, Šibenik, Trogir, Split, and Dubrovnik (present-day Croatia). These data constitute a database that serves to reconstruct various spatial and social relations in the medieval city.

Keywords: Notarial Records. Dalmatia. Croatia. Middle Ages. Cities. Legal Actions.

Introduction

In medieval cities, immovable property was a key element of wealth and power. Institutions, groups, or individuals were holders of a precisely determined set of rights and powers over property, having the authority to use the land, rather than the exclusive rights to it. The relationship between townsmen and their property in medieval cities was very complex and defined by a number of different local and external circumstances. The property-acquiring strategies in the urban societies of medieval towns are relevant for understanding the real-estate market and urban economy. Urban space existed within the legal and administrative framework of a particular community, in which urban development was regulated by the statutes, but even more by legal practice. Throughout the 11th and 12th centuries, the European urban population grew and the economy experienced rapid transformations. It was a period of increasing investment in urban land, which created the need for new theoretical models and practical instruments that would be more appropriate to the demands of an urban society. Many distinctive features of urban laws and customs developed to respond to the new needs of these growing towns. A new and efficient legal order was needed, with mechanisms that could deal with commercial contracts, property transfers, and municipal governments. From the 12th and 13th centuries onwards, documents recording urban properties multiplied. New legal terminology and procedures developed to enforce and recover property rights. Most medieval documents do not include exact data about the types of ownership – they only describe ownership transfers. Nevertheless, these transactions

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reflect the legal influences and vitality of the local communal economy, as well as of individual social groups or families.\footnote{BENYOVS\`KY LATIN, Irena. Introduction : Towns and Cities of the Croatian Middle Ages : Authority and Property. In: BENYOVS\`KY LATIN, Irena – P\'ESORDA VARDI\'C, Zrinka (Eds.). Towns and Cities of the Croatian Middle Ages : Authority and Property. Zagreb : Croatian Institute of History, 2014, pp. 13-35.}

The 13\textsuperscript{th} century is a period when the communal system developed in the cities of Dalmatia. At this point, municipal institutions required a new legal arrangement, which was also a result of the general currents in the Mediterranean area at the time. As the urban elite gradually took shape, it gained control over the local institutions of power and acquired a specific identity, which is mirrored in the codification of communal law regardless of the sovereign rule of Venice (in case of Zadar and Dubrovnik) or the Croatian magnates from the hinterland, especially the Šubić clan (in case of Šibenik, Trogir, and Split).

The 13\textsuperscript{th} century was also marked by urban demographic growth and expansion in Dalmatia. The construction of new suburbs (and their inclusion within the city walls) was also an invitation to the newcomers who could contribute to the progress of the urban economy and administration. One should also take into account the impact of foreign (often Italian) notaries on administering property.\footnote{Cf. GRBAVAC, Branka. Notarijat na isto\'cnjojadranskoj obali od druge polovine 12. do kraja 14. stolje\'ca [The notarial office in the Eastern Adriatic from the second half of the 12\textsuperscript{th} until the late 14\textsuperscript{th} century]. [PhD. dissertation]. Zagreb : Filozofski fakultet Sveu\'čili\v{s}ta u Zagrebu, 2010, pp. 78-81.}
The dynamics of real-estate transactions and everyday legal practice were restructured so as to function within a clearly defined legal system. This fact was certainly related to the gradual ordering of legal and administrative systems in the municipalities, including the establishment of public chanceries and notarial records. These have been systematically preserved in the cities of Dubrovnik, Zadar, and Trogir from the last decades of the 13\textsuperscript{th} century. As for Split and Šibenik, only individual notarial documents have survived.\footnote{During the 13\textsuperscript{th} century, court records were still noted down in the form of notarial records (in the notariate of Dubrovnik and Trogir). Besides notarial documents, we have also analyzed the court records of Dubrovnik, Trogir, Šibenik, Split, and Zadar. After the 1270s, court records were separated to form court registers (Dubrovnik, Zadar), which acquired their final form in the 14\textsuperscript{th} century. Cf. POP\'I\'C, Tomislav. Krojenje pravde : Zadarsko sudstvo u srednjem vijeku (1358. – 1458.) [Tailoring Justice: Zadar’s Judiciary in the Middle Ages (1358 – 1458)]. Zagreb : Plejada d.o.o., 2014, pp. 33-34.}
Moreover, the 13\textsuperscript{th} century was a period of conflict between various understandings of legal institutes: the older (common law) and the new one, based on the new official terminology and legal institutes related to the reception of Roman law.\footnote{The city notaries, who emerged in the second half of the 13\textsuperscript{th} century, used the latest formulas created in the first half of the century (\textit{Ars notariae}) to facilitate their work when compiling documents and guaranteed the proper formal aspect of the contract on real-estate transfer: using these given models, they filled in the respective data. However, not all forms were the same: thus, formulations related to long-term lease show some varieties. The notaries brought their own experience from other cities where they had served. Cf. GRBAVAC, B. Notarijat... pp. 78-81.}

The notarial documents contain many details on urban owners, the type, location, and size of immovable property, the commissioners of construction works, and generally on urban topography and toponymy.\footnote{On real estate in medieval Zadar, Trogir, Dubrovnik, Šibenik, and Split in 13\textsuperscript{th}-century notarial records (their type, location, and size), see: BENYOVS\`KY LATIN, Irena – BEGONJA, Sandra. Nekretnine u notarskim dokumentima 13. stolje\'ca : Primjeri dalmatinskih gradova (Zadra, \'Sibenika, Trogira, Splita i Dubrovnika) [Real estate in the 13\textsuperscript{th}-century notarial records : The examples of Dalmatian cities (Zadar, Šibenik, Trogir, Split, and Dubrovnik)]. In: Povijesni prilozi, 2016, vol. 51, no. 51, pp. 7-39.} When researching immovable property in the
city based on notarial records, it is crucial to define the type of legal actions, since urban property is largely mentioned in the notarial records documenting the transfer of ownership/usufruct from one (legal) person or institution to another. It should be noted that medieval concepts such as (land) property, ownership and lease correspond neither to our modern understanding nor to the Roman period. In addition to full ownership, there were many other forms of “ownership”, such as long-term property right, servitude, etc. City statutes also mention such different levels of owning land.

Property transfer could take the form of sale, donation, exchange, or legal inheritance. Contracts between equivalent parties also included instruments that acknowledged debts due to paying for a property (promissory notes) or paying the property price (receipts), or those obliging to a payment or a transaction (bonds). Transfer of rights in rem could also take place on a different legal basis, which mostly meant that it occurred as a result of legal dispute, political decision, confiscation, and so on. From the 13th century onwards, documents were also written down for

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7 Cf. BENYOVSKY LATIN, I. Introduction..., pp. 13-35.

8 Already from the 12th century, medieval jurists were struggling with the terminology found in Roman legal sources. They were trying to adjust it to the medieval reality and, in order to integrate the medieval legal institutes into the framework of Roman law, they formulated the doctrine of duplex dominium (shared ownership): both the feudal lord (or the commune) and the tenant could “own” the same land, but “not in the same way”: the lord had superior ownership (dominium directum), while the tenant had a status that resembled ownership (dominium utile). This was not the only model that defined the position of a vassal in the system of feudal lordship; there were many other legal positions, such as that of long-term users; cf. RÜFNER, Thomas. The Roman Concept of Ownership and the Medieval Doctrine of Dominium Utile. In: CAFRI, John W. – J. du PLESSIS, Paul (Eds.). The Creation of the Ius Commune from Casus to Regula. Edinburgh: Edinburgh University Press, 2012, p. 129. HARDING, Vanessa. Space, Property and Propriety in Urban England. In: Journal of Interdisciplinary History, 2002, vol. 32, p. 553 and p. 569. Historians have also referred to these extended patterns of property tenure as “tenurial ladders”; cf. LILLEY, Keith D. Urban life in the Middle Ages, 1000 – 1450. Houndmills; Basingstoke; Hampshire; New York: Palgrave, 2002, pp. 200-204. BENYOVSKY LATIN, I. Introduction..., pp. 13-35.

9 Thus, the Statute of Split distinguishes between the superior ownership (dominium eminens) of the central authority and ownership over the city (dominium directum) of the commune (or rather urban nobility, as it enjoyed political rights), while tenants living on leased land (who often owned wooden huts on that land) had the right of usufruct (dominium utile), i.e. long-term lease. A similar situation is documented in the Statute of Zadar; cf. BARTULOVIĆ, Željko. Neka pitanja prava vlasništva u Splitskom statutu [Some issues related to property rights in the Statute of Split]. In: RADIC, Željko – TROGRLIC, Marko – MECCARELLI, Massimo – STEINDORFF, Ludwig (Eds.). Splitski statut iz 1312. godine: povijest i pravo. Povodom 700. obljetnice. Zbornik radova sa međunarodnoga znanstvenog skupa održanog od 24. do 25. rujna 2012. godine u Splitu. Split: Književni krug Split; Odsjek za povijest Filozofskog fakulteta Sveučilišta u Splitu; Pravni fakultet Sveučilišta u Splitu, 2015, pp. 333-352, here p. 334. As Ivan Beuc has established for Zadar, the land owner enjoyed the dominium utile (usufruct) and the commune dominium directum (direct ownership), but indicated that the Statute itself did not distinguish between these two forms; the terms were only used when compiling the Statute and are of a later date; cf. BEUC, Ivan. Statut zadske komune iz 1305. godine [Statute of the Zadar commune (1305)]. In: Vjesnik historijskih arhiva u Rijeci i Pazinu, 1954, vol. 2, p. 610-611.

10 Last wills and donations in case of death, as well as breviaries, belong to a special group of notarial documents (a breviary being a record of a transaction – mostly public auctions (breviariu incantus) or last wills – that were put down in writing subsequently (breviariu testamenti); cf. GRBAVAC, B. Notariat..., pp. 86-89.

11 During the 13th century, most notaries continued using the older terminology, referring to a document as carta; some added a term that defined the legal action (venditto, donatio). In the 1270s, the term instrumentum came into use. A special type was the so-called notae – transcripts of older documents (especially important when it comes to real estate); cf. GRBAVAC, B. Notariat..., p. 83.
temporary relations and small-scale transactions, e.g. promissory notes (*instrumenta mutui*). An important type of notarial document was the inventory – that is, official property lists. Unfortunately, inventories from the 13th-century cities that form the focus of this work are no longer extant.

The city statutes are an important comparative source for investigating the relations among the citizens, authorities, and urban space in Dalmatian cities. The codification of legal norms (which, prior to this, were deficient, scattered, unclear) implies the ordering of law in Dalmatian cities. Codification of statutory law started in the 13th century, but not all the statutes have been preserved. The Dalmatian coastal area was, in legal terms, strongly influenced by statutory law which shows the influence of Roman, Byzantine, and Venetian laws. The customary, unwritten law dominating the pre-statutory period was still present in the later centuries. In this study, legal actions in the notarial records have been compared to the statutory regulations from the 13th and 14th centuries.

**Sale**

The most frequent type of immovable property transfer was sale. In the 13th century, Dalmatian cities gradually introduced the public announcement of a sale as a legal procedure preceding the transfer, intended to prevent conflicts and disputes after the property transfer and to protect the future owner. In this procedure, the...
seller had to inform the municipal officials about the intended sale, which had to be publicly announced at a well-frequented site in the city, at a peak hour. Before that, the property was to be measured by the communal surveyors. All those who considered themselves injured could file an objection within a due period of time, which could lead to a dispute and postpone the sale and the property transfer. If there were no objections and the deadline was over, the buyer could be vested in the property. The preserved 13th-century documents on announcements of sale mostly mention objections due to debts. Examples from Dubrovnik contain subsequently added objections, which disclose the seller’s debts (which he was to settle from the sale of the property). In some cases, objections were filed by family members who believed that they were entitled to the property. According to some scholars, documents from 1240 – 1290 contain mentions of public announcements of sales in Split that offered the creditor an opportunity to recover his money from the sale. A document from Zadar (1289) tells of a sale announced according to the “statutory regulations and customs of the Zadar commune”. It was only at a later date that the Dalmatian statutes regulated sale announcements so as to ensure the right of pre-emption, which probably means that property transactions had become more liberal. Nevertheless, a dispute from Dubrovnik (1286) shows that in practice this rule was also applied at an earlier date: there the descendants of Šimun de Cerneca raised charges against Ungara, the widow

16 In Zadar, the Statute declared that sales were to be loudly announced in front of the loggia, in a public space, twice a day for an entire month, and on Sundays in front of churches, where the multitude assembled. ZS, L. III, t. IX, c. 32.

17 A notarial document on sale by public announcement was in Dubrovnik mostly structured as follows: the communal messenger (preco communis) announced the sale: (...) ad petitionem ambarum partium, per loca solita publica voce preconciavit... The announcement ended by stating the deadline by which those who considered the sale doubtful were to raise objections: (...) unde si quis habet petere rationem in dictis veniat coram domino comite et sua curia infra terminum in statuto specificatum (...). Cf. CREMOŠNIK, Gregor (Ed.). Spisi dubrovačke kancelarije: Zapisi notara Tomazina de Savere 1278 – 1282. Monumenta historica Ragusina [Documents of the Dubrovnik chancery: Records of the notary Tomazino da Savere, 1278 – 1282]. Zagreb; Dubrovnik: JAZU, Historijski institut JAZU, 1951, book 1 (hereinafter MHR I), X-XI.

18 Margetić has indicated that the statutory regulation on real-estate announcements in Dubrovnik, according to which no sale was considered valid without having been announced, does not mention the obligation of putting it down in writing. Thereby he has argued for the hypothesis that at the time of the Statute of 1272, such a document was merely used as evidence, rather than being an element of a valid sale contract; cf. MARGETIĆ, L. Srednjovjekovno...obvezno..., p. 233. ŠOLJIC, Ante – ŠUNDRCA, Zdravko – VESELJIĆ, Ivo (Eds.). Statut grada Dubrovnika sastavljen godine 1272. [Statute of Dubrovnik (1272)]. Dubrovnik: Državni arhiv u Dubrovniku, 2002 (hereinafter SD), L. VIII, c. 31.


of Kalenda de Cerneca (Šimun’s brother), because she had sold the property of her late husband “to whomever she wished” – namely, to her parents and nephews instead of the one who offered the most.22

The 13th century was also the period in which existing property relations were put down in writing, since citizens were increasingly aware of the importance of possessing a written document in case of dispute. In 13th-century sale contracts (instrumentum venditionis), one can also observe a mixture of older legal customs (such as giving a symbolic object or token23 when vested in property) and newer ones, introduced under the impact of trained notaries. In cases that are in the focus of this paper, sales were defined by older legal institutes and using verbs that are typical of donation, such as dare or donare (e.g. in Dubrovnik in 123324), or of exchange. Margetić calls such cases “sales-donations” and “sales-exchanges”,25 observing that this type of documenting sales was typical of the 12th and the first half of the 13th century, after which period a stronger

22 The dispute mentions that it was a custom in Dubrovnik to sell the property to the highest bidder at a public auction. However, Ungara claimed that she was acting in accordance with her husband’s last will, which did not mention any public auction, only that the property should be sold to the one who offered the largest sum of money. Ungara then added that she investigated by herself who could offer the most in the city “among the persons who regularly bought estates”. Even though she had also “wanted to sell the estate for a higher price”, she could not find a buyer and thus sold it to her relatives for less money. Ungara’s relatives, as the buyers of the property in question (a palace with a wooden hut and a vineyard outside the city) stated that they would cede it to anyone who offered more than they had done. Eventually, the count and the judges decided that the sale should be publicly announced and if nobody offered a higher price within an eight-day period, it should go to the Crossi family. Based on this verdict, the preco comunis publicly proclaimed that the estate was sold for 1000 perperi and the vineyard for 400 perperi. CD VI, p. 560, doc. 475. Cf. BENYOVSKY LATIN, Irena – LEDIĆ, Stipe. Posjed obitelji Volcassio u srednjovjekovnom Dubrovniku [Property of the Volcassio family in medieval Dubrovnik]. In: Anali Zavoda za povijesne znanosti HAZU u Dubrovniku, 2013, vol. 51, no. 1, p. 37, n. 76.

23 According to Margetić, an even earlier form than advance money was to confirm the sale by giving a coin to the seller, a form that vanished with the introduction of notarial records and witnesses as the instrument of warrant; cf. MARGETIĆ, Lujo. O javnoj vjeri i dispozitivnosti srednjovjekovnih notarskih isprava s osobitim obzirom na hrvatske primorske krajeve [On public faith and the dispositivity of medieval notarial records, with a special focus on the Croatian littoral]. In: Radovi Zavoda za hrvatsku povijest Filozofskoga fakulteta Sveučilišta u Zagrebu, 1973, vol. 4, no. 1, pp. 70-72. MARGETIĆ, Lujo. Srednjovjekovno hrvatsko pravo – stvarna prava [Medieval Croatian law : Law of real property]. Zagreb; Rijeka; Čakovec : Pravni fakultet u Zagrebu and Pravni fakultet u Rijeci, 1983, pp. 82-86. According to N. Lonza, it was a custom in the Middle Ages to ritually vest a person in property by giving symbolic objects (a token, a lump of earth), by which act the seller renounced at the estate. This way of memorizing a legal action was particularly important at the time before the systematic records. LONZA, N. Pravna kultura... [Medieval documents in Dalmatia and Croatia : History of the Croatian notariate from the 11th – 15th centuries]. Zagreb : Naklada Darko Sagrack, 2000, pp. 115 and 117.

24 SMIČIKLAS, Tadija (Ed.). Diplomički zbornik kraljevine Hrvatske, Dalmacije i Slavonije / Codex diplomaticus regni Croatiae, Dalmatiae et Slavoniae. Listine godina 1201 – 1235. Zagreb : JAZU, 1905, vol. 3 (hereinafter CD III), p. 380, doc. 328. In a document from Dubrovnik (1233), Teoderata, daughter of Matija Ranana, sold two houses to Andrija Ranana. The sale was noted down using the following formula: (...) donavit (...) idem Andreas in eternum habeat et possideat. Andrija Ranana gave 10 perperi to Teoderata loco remunerationsis (“in remuneration”) and 210 perperi pro unditione. According to Margetić, the 10 perperi were some sort of advance money, while the 210 perperi were the agreed price. There are similar cases in Zadar, where the “countergift” was called talia; cf. MARGETIĆ, L. Srednjovjekovno...obvezno..., pp. 182 and 189. In Zadar, one also encounters the terms dare, donare for this type of sale-donation; cf. KOLANOVIĆ, Josip – MARKOVIĆ, Jasna – BARBARIĆ, Josip (Eds.). Diplomički zbornik Kraljevine Hrvatske, Dalmacije i Slavonije. Dodaci / Codex diplomaticus regni Croatiae, Dalmatiae et Slavoniae. Supplementa. Listine godina 1020 – 1270. Zagreb : Hrvatski državni arhiv; HAZU, 1998, vol. 1 (hereinafter CD SUPPL I), pp. 288-289, doc. 227 (1266).

impact of Roman law is noticeable. Adapting the form to the specific circumstances and various types of oral agreements between the contract parties resulted in different combinations of formulas in the records. Whereas in Zadar expressions such as dare, donare, vendere atque transactare were used (1264 and 1290), in Split the same action was recorded as dedit, contulit ac precise vendidit (1269). At the same time, a specific style evolved that often used the formula vendo atque transacto. These various formulations depended on the individual notaries. Thus, in Trogir both forms of sale were documented in the second half of the 13th century. However, the verbs that were most frequently used were vendere, vendere et dare, vendere, tradere et dare.

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26 MARGETIĆ, L. Srednjovjekovno...obvezno..., pp. 182 and 189.
27 In Rolandino’s form, the sale is rendered as dedit, vendidit et tradidit iure proprio in perpetuum. According to the collection of formulas compiled by the notary Rajnerije from Perugia (founder of a notarial school in Bologna), sale documents should be written using the formula vendidit iure proprio / iure proprio vendidit et tradidit; according to the formula collection compiled by the notary Bencivenna de Norcia (Ars notariae), it should be iure proprio vendidit / iure proprio vendidit et tradidit; and according to the notary Salathiel: vendidit et tradidit. GRBAVAC, B. Notarijat..., pp. 78 and 164.
28 (... damus, donamus, vendimus atque transactamus ...) CD V, p. 317, doc. 806.
29 (... uendo, do, dono atque transacto ...) SZB I, p. 227, doc. 275. MARGETIĆ, L. Srednjovjekovno...obvezno..., p. 185.
30 In a document from 1269 proclaiming the sale of a house owned by Vučina Ćerca and his wife Demencija, the following formula is used: (...) dedit, contulit ac precise uendidit eisdem domum suam bannitam per preconem publice in platea (...). It is evident from the rest of the document that it was a sale, whereby Vučina obtained from the buyer not only 60 librae of small Venetian coins, but also a land plot in exchange. CD V, p. 502, doc. 969.
31 B. Grbavac has interpreted the use of the verb transactare along with dare and vendere as a specificity of the Zadar style, in which the notaries’ subjective forms prevailed until as late as the 1330s; cf. GRBAVAC, B. Notarijat..., p. 146.
33 MARGETIĆ, L. Srednjovjekovno...obvezno..., p. 234.
35 MT I/1, p. 68, doc. 147. MT I/1, p. 168, doc. 74. MT I/1, p. 461, doc. 373.
36 For the formulation vendidit, dedit et tradidit, see e.g.: MT I/1, p. 144, doc. 29; p. 217, doc. 163; p. 219, doc. 167; p. 154, doc. 49 and 52; p. 162, doc. 62; p. 175, doc. 84; p. 171, doc. 78; p. 192, doc. 117, 118, and 122; p. 204, doc. 142; p. 232, doc. 23; p. 247, doc. 51; p. 249, doc. 56; p. 257, doc. 75; p. 221, doc. 1 (notary Franciscus Angeli); p. 278, doc. 18; p. 285, doc. 33; p. 291, doc. 43; p. 305, doc. 66; p. 311, doc. 73; p. 311, doc. 73; p. 316, doc. 84; p. 322, doc. 94; p. 323, doc. 98; p. 337, doc. 121; p. 346, doc. 138.
or **vendere et tradere**.\(^{37}\) In Split, the most common verbs were **vendere**\(^{38}\) and **vendere et tradere**,\(^{39}\) but one also finds **dare**, **contulere**, and **ac precise vendere**.\(^{40}\)

Besides verbs related to sales, Dalmatian notarial records use various expressions for the rights linked to ownership. The claims of the new owner are defined by the clause with the *res* formula on property, e.g. in Trogir *iure proprio*,\(^{41}\) *in perpetuum*, or *cum plena virtute et potestate... ad habendum, possidendum, obligandum... donandum...* The situation was similar in Split and Zadar.\(^{42}\) The terms referring to inalienability in sale contracts were intended to protect the seller, since it was often difficult to determine all the circumstances around the sold property. Nevertheless, some stipulations in the documents may be mere ornaments introduced by the notary, a “mechanical listing of formulations from a model” rather than a precise legal foundation.\(^{43}\) Along with the property, the new owner obtained all the rights related to it for himself and his heirs.\(^{44}\) Some records mention older documents as proof of ownership in case of dispute. An example mentioning “charters new and old” is documented in Zadar (1285) when part of an estate was sold to Lampredije de Cotopagna,\(^{45}\) as well as in Dubrovnik.\(^{46}\) Ownership claims were sometimes asserted by the choice of terminology linked to the type of property. For example, the sale of a house with land (*cum solo*) was described

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\(^{37}\) MT I/1, p. 94, doc. 6; p. 105, doc. 24; p. 112, doc. 34; p. 215, doc. 160. After the last will: p. 118, doc. 44; p. 125, doc. 56; p. 127, doc. 60 and 61; p. 177, doc. 88. In Trogir, the formulations differed from notary to notary (with various notarial formulas). In the 14\(^{th}\) century, the most frequently used verb was *vendere*, more rarely *dare et vendere*; cf. ANDREIS, Mladen – BENYOVSKY LATIN, Irena – PLOSNIĆ ŠKARIĆ, Ana. Socijalna topografija Trogira u 14. stoljeću [Social topography of Trogir in the 14\(^{th}\) century]. In: *Povjesni prilazi*, 2007, vol. 33, pp. 133-192.

\(^{38}\) CD III, p. 364, doc. 317; p. 394, doc. 341 (extrurban real estate).

\(^{39}\) CD V, p. 343, doc. 833 (at the city outskirts).

\(^{40}\) CD V, p. 502, doc. 969. CD VI, p. 171, doc. 158. Cf. GRBAVAC, B. Notarijat... p. 147.


\(^{42}\) For example, in Split: (...) *habendi, possedendi, uendendi* (...) CD V, p. 502, doc. 969; in Zadar: (...) *cum plena virtute et potestate* (...) *habendi, tenendi, gaudenti, possidendi* (...) CD VI, p. 350, doc. 294. Ensuring that the new owner would not be deprived of the property by the old one was also regulated by a formula of obligation; cf. BREITENFELD, F. Pravni poslovi..., p. 120.

\(^{43}\) LONZA, N. Pravna kultura..., p. 1230.

\(^{44}\) Nevertheless, the investigated examples show that the lack of such formulations does not necessarily imply the lack of “full ownership”, since some notaries used them regularly, while others not at all. A similar situation is found in official forms – with Rajnerije: *venditum iure proprio / iure proprio vendo et trado*; with Bencivenne: *iure proprio venditum / iure proprio vendidit et tradidit*; with Salathiel: *venditum et tradidit*; with Rolandin: *dedit, venditum et tradidit iure proprio in perpetuum*; quoted from: GRBAVAC, B. Notarijat... p. 144.


\(^{46}\) Thus, Tripo de Georgio shared his property with his brother’s descendants in 1300 and the document on this division includes an older transcript of a document (cartae) from 1295, in which Tripo bought the land plot from St Bartholomew’s monastery that year. LUČIĆ, Josip [Ed.]. *Spisi dubrovačke kancelarije*: *Zapisi notara Andrije Beneša 1295 – 1305*. Monumenta historica Ragusina. Zagreb: HAZU; Zavod za hrvatsku povijest Filozofskog fakulteta u Zagrebu, 1993, vol. 4 (hereinafter MHR IV), pp. 78-79, doc. 262.
“including all constructions, rights, and boundaries”. Individual claims of entitlement (a specific relation to the object of sale) were more relevant in practice than abstract full ownership.

Various reasons for selling immovable property can be inferred from legal actions. Thus, some sales resulted from instructions given in last wills, or from divisions (these were simple sales and thus property boundaries are always given). Sales could also result from debts. It has been mentioned above that sale contracts need not necessarily mirror the actual situation on site – it was in the parties’ interest to bypass the legal regulations by agreeing orally on the transaction before signing the contract and then formulate the document as a different legal action (e.g. donation or exchange). Introducing regulations concerning issues such as pre-emption or sale announcement shows that the authorities tried to prevent such private deals. Even though everyone was in principle free to sell his property as he liked, selling real estate to foreigners or ecclesiastical institutions was gradually curbed, a trend that was later codified in statutory regulations.

**Exchange**

Exchange (instrumentum permutationis) was another type of permanent transfer of immovable property occurring in the notarial records. The formulation do, dono atque transacto nomine et titulo permutacionis et cambii is found with Zadar’s notaries in the late 13th century; the verb commutare and the formulations comutare, dare, or deliberare were also used. A document from Trogir (1266) uses the formulation fecit comutationem, while those in Split (mostly referring to extrarurban property) use gambium feci. For Šibenik, there are no preserved examples. Under the influence of professional notaries, Dalmatian notarial records started using modern formulas.

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48 CVITANIĆ, A. Uvod..., pp. 153-175. LONZA, N. Pravna kultura..., pp. 1209-1211.

49 See the section on division.

50 According to the Statute of Split, debts were to be repaid from the last will, including the sale of property if needed. S5, L. III, c. 20. S5, Nove statutarne odredbe, c. 14 (1350).

51 ZS, L. III, t. VIII, c. 27. ŠS, L. IV, c. 44.


55 CD III, p. 44, doc. 41 (1204).

56 CD III, p. 163, doc. 15 (1217).

57 MT I/1, pp. 45-46, doc. 97. For Split examples, see: CD III, pp. 96 and 112, doc. 78 and 90.

58 MT I/2, p. 220, doc. 118. MT I/2, p. 229, doc. 151. Something similar is found in a document from 1272: (…) dederunt et tradiderunt in gambium nomine permutationis (…) MT I/1, p. 317, doc. 86. See also: (…) nomine permutationis et gambij dedit et tradidit (…) Peruin Cicole nomine permutationis et gambij dedit et tradidit Vidonne Scocillani medietatem tocius paratinee, quam ipse Peruin emit a Staysca (…) posite in burgo iuxta (…) MT
Thus, exchange could take place in two ways: by exchanging one estate for another (similar in value) without any additional payment, and as exchange with additional payment by the party who offered an estate of inferior value, mostly in cash. 

In this regard, a 13th-century document from Dubrovnik confirms the exchange (cambium) of two estates: the de Gondula brothers gave one estate in exchange for another (from the de Volcassio brothers).

**Donation**

Donation (instrumentum donationis) likewise documents permanent transfer of immovable property, mostly without additional payment. In practice, however, there were varieties that suited the specific needs of the parties. For example, donations could conceal other types of legal action, such as sale, in order to bypass the rule of pre-emption. If a person was not willing to sell the property to their neighbours or relatives, they could agree with a third party to make a formal donation. This was known as negotium mixtum cum donatione. Donations in marriage were another specific type (donatio inter virum et uxorern or donatio sponsalitiae). The verb mostly used to define this legal action is donare, with a frequent addition of inter vivos. The res formula

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1/1, p. 470, doc. 392. The notarial forms used the following formulations: permutavit iure proprio (Rajnerije); iure proprio permutavit / iure proprio permutavit et tradidit (Bencivenne); permutavit et tradidit (Salathiel); dedit, tradidit et permutavit iure proprio imperpetuum (Rolandin); cf. GRBAVAC, B. Notarijat..., p. 144.

59 BREITENFELD, F. Pravni poslovi... p. 135. In Zadar, a few documents concerning property exchange lack the segment with information on the second estate or additional payment, see: CD III, p. 44, doc. 41. In Split, notarial documents also mention payment in the context of property exchange (extraurban estates), e.g. CD III, p. 96, doc. 78.

60 However, it may have been a special type of sale, the so-called exchange-sale. MHR I, p. 335, doc. 1119. BENYOVSKY LATIN, I. – LEDIĆ, S. Posjed obitelji..., p. 42.

61 Thus, in a donation from Zadar (1277) a land plot is donated (...) to the monastery of St Mary, on the condition that the donor should be granted sustenance until she dies. CD SUPPL II, p. 75, doc. 26.


63 GRBAVAC, B. Notarijat..., p. 144.

64 In Dubrovnik, the most common formulation is dare et donare, with an indication of full usufruction and ownership after the act of donation. MHR I, pp. 105-106, doc. 376. MHR I, p. 142, doc. 478. MHR IV, p. 20, doc. 7. MHR IV, pp. 25-26, doc. 30. MHR IV, p. 47, doc. 128. In 13th-century Zadar, the following verbs were used: dare, donare atque transactare. SMICIKLAS, Tadija (Ed.). Diplomatiki zbornik kraljevine Hrvatske, Dalmacije i Slavonije. Codex diplomaticus regni Croatiae, Dalmatiae et Slavoniae. Listine godina 1236 – 1255. Zagreb : IAZU, 1906, vol. 4 (hereinafter CD IV), p. 377, doc. 344 (1249). Other verbs used include dare, donare, tradere atque transactare. CD V, p. 299, doc. 794 (1264). The earliest donation forms from Zadar do not contain the formula of irrevocability, but a promise of firm adherence to the contract instead, which had by the late 13th century become a part of donations inter vivos. GRBAVAC, B. Notarijat..., p. 233. Cf. CD VI, p. 570, doc. 483. SZB I, p. 199, doc. 222.

65 According to the forms, exchange was to be noted down as follows: iure proprio pure, libere et simpliciter inter vivos do et trad/ donavit inter vivos (Rajnerije); iure proprio pure et libere et simpliciter inter vivos donavit inrevocabiliter (Bencivenne); donavit pure et libere et simpliciter inter vivos / donavit et tradidit (...) pure libere et simpliciter inter vivos (Salathiel); dedit, tradidit et donavit pure libere simpliciter et inrevocabiliter inter vivos iure proprio in perpetuum (Rolandin). GRBAVAC, B. Notarijat..., p. 144.
here also refers to those elements that emphasized the new ownership rights. Thus, most examples from Split stated that donation was irrevocable and voluntary.

The statutes also confirmed the freedom of donation, although with some exceptions, and included regulations on the wording of donations for property that exceeded a particular value. In the early Middle Ages, donation was a particularly important legal action, since property was often donated to ecclesiastical institutions. Such donations concerning urban property are found in the mid-13th century even though the tendency of limiting the expansion of ecclesiastical estates is visible (it was eventually prohibited by statutory regulations). A similar trend is noticeable with selling immovable property to foreigners. It was punishable to donate another person’s or (especially) communal property. In practice, various relations could emerge and be formalized in donation documents: for example, in some documents from Zadar (1277, 1282, and 1286) property was donated to monasteries in exchange for lifelong sustenance. It was permitted to sell an estate and donate money from the sale to ecclesiastical institutions and persons, and a property could also be permanently transferred for the purpose of “pious works or for the salvation of the soul” (e.g. in Dubrovnik).
Last wills

Last wills (testamenta) are among the oldest type of notarial documents. They documented permanent property transfer and contained an indication of fees. Real-estate transfer by inheritance could be carried out with or without a last will: the latter included cases where a person died without a last will or it was invalid. Last wills in which property was transferred to new owners, usually the late person’s descendants, are very valuable notarial documents when researching medieval urbanity, especially if they describe the situation of real estate in the city. Inheritable goods were the most important part of one’s immovable property and offer a good insight into the financial situation of individual families. The legatorum formula refers to such testamentary legations, including urban estates. In the notarial documents, these are often described very generally – de bonis meis mobilibus et immobilibus, bona stabilia (immobilia) – without mentioning their precise location in the city. Accurate descriptions were usually given for the main houses of families or for those estates that were to be divided, sold, or given in lease after the testator’s death. Often property had to be sold in order to repay debts. In other words, it was not to be inherited in the regular way or as foreseen by the laws on inheritance. Last wills defined what the heirs or executors had to do after the testator’s death – some estates were to be divided (dividem inter se) or could not be divided (non possint dividere). In Trogir, comparison with the last wills from Dalmatian communes. In: Zbornik Odsjeka za povijesne znanosti Zavoda za poviješne i društvene znanosti HAZU u Zagrebu, 1999, vol. 17, pp. 17-29.

80 On last wills in general, see: GRBAVAC, B. Notarijat..., pp. 88, 152, 187-188, and 215.

81 In the last wills from Dalmatian cities, the list of legations in the 13th century usually started with the formula Imprimis reliquit (or relinquo) dimittere, dare, distribuere, cf. e.g.: ZJAČIĆ, Mirko – STIPIŠIĆ, Jakov (Eds.). Spisi zadarskih bilježnika (Notarilia ladrensis). Spisi zadarskih bilježnika Ivana Qualis Nikola pok. Ivana Gerarda iz Padove 1296 ... 1337. Notariorum Jadrensis Johannis Qualis Nicolai quondam Johannis Gerardi de Padua acta quae supersunt: 1296 – 1337. Zadar : Državni arhiv u Zadru, 1969, vol. 2 (hereinafter SZB II), p. 11, doc. 24. SZB II, p. 16, doc. 31. MT I/1, p. 332, doc. 112. The most commonly used formulations in Split include: uolo et iubeo (CD III, p. 260, doc. 232. CD III, p. 307, doc. 273. CD IV, p. 428, doc. 372); contulit (CD V, p. 83, doc. 600); donauit et tradidit (CD V, p. 212, doc. 717); mandauit et voluit (CD V, p. 155, doc. 663). In Zadar, the most common formulations for this type of legal actions were dare et tradere (CD VI, p. 537, doc. 456); uolo et ordino (SZB I, p. 6, doc. 25; SZB I, p. 80, doc. 44); dimitto (SZB I, p. 65, doc. 31); uolo (SZB I, p. 66, doc. 33); ordino et dimitto (SZB I, p. 76, doc. 42); iudico et dimitto (SZB I, p. 89, doc. 48. SZB I, p. 55, doc. 19. SZB I, p. 67, doc. 35); ordino et uolo (SZB I, p. 90, doc. 49). A Šibenik example from 1297 uses the formulation ordino. SZB II, p. 6, doc. 12.

82 In case of sale, Trogir’s notaries used the formulation: (...) precepit et voluit (...) vendatur per (...) suos procuratores et fidei commissaries (...) MT I/2, p. 54, doc. 118. In Dubrovnik: (...) primo habeo domum lignaminis, que vendatur et de vendicione dicte domus (...) MHR IV, pp. 304-305, doc. 1134. See also: Et volo, quod domus lignaminis, quam habeo in territorio comunis, vendatur (...) MHR IV, p. 306, doc. 1345; Item habeo domum lignaminis in territorio comunis, quam domum vendant pitropi mei sicut eis melius videbitur (...) MHR IV, p. 284, doc. 284. Stana, daughter of the late Ruger, asked that money from the sale of her residential house should be used for the construction works at the belfry of St Stephen’s church in Split and some other churches and monasteries in Zadar, even Trogir. CD III, pp. 307-308, doc. 273 (1229).

83 Thus, in 1282, Dubrovnik’s nobleman Pasko de Volcassio stated in his last will that the church under his patronage, which he had commissioned on his estate in Dubrovnik’s burgus, was to be left for administration to the treasurer of St Mary’s church (he was himself a treasurer at the time). In his last will, he also decreed that after the death of his wife Desa, 15 perperi per year should be paid out to the treasurers of St Mary’s: the sum that they would have obtained from renting the house and shop in campo. MHR I, p. 228, doc. 731. Cf. BENYOVSKÝ LATIN, I. – LEDIĆ, S. Posjed obitelji... p. 35.

84 MHR IV, pp. 269-270, doc. 1281.


80 Last wills (testamenta) are among the oldest type of notarial documents. They documented permanent property transfer and contained an indication of fees. Real-estate transfer by inheritance could be carried out with or without a last will: the latter included cases where a person died without a last will or it was invalid. Last wills in which property was transferred to new owners, usually the late person’s descendants, are very valuable notarial documents when researching medieval urbanity, especially if they describe the situation of real estate in the city. Inheritable goods were the most important part of one’s immovable property and offer a good insight into the financial situation of individual families. The legatorum formula refers to such testamentary legations, including urban estates. In the notarial documents, these are often described very generally – de bonis meis mobilibus et immobilibus, bona stabilia (immobilia) – without mentioning their precise location in the city. Accurate descriptions were usually given for the main houses of families or for those estates that were to be divided, sold, or given in lease after the testator’s death. Often property had to be sold in order to repay debts. In other words, it was not to be inherited in the regular way or as foreseen by the laws on inheritance. Last wills defined what the heirs or executors had to do after the testator’s death – some estates were to be divided (dividem inter se) or could not be divided (non possint dividere). In Trogir,
immovable property is often mentioned in the last wills merely as *bona immobilia*. Sometimes only parts of an estate were to be sold after the testator’s death, so their position is determined very precisely with regard to the rest of the estate (individual storeys, a half of the house, a small plot within a larger estate). The land plot could be sold by the executors according to the last will, which happened in the same manner as in any sale contract. In Zadar, one finds more often a description of the estate (specific parts, building materials, neighbours), especially when it was an important part of a family property (*hospicium*, *domus*). Even though the location of urban property is documented in individual last wills from Split from 1226 until the 1260s, it was more common to give the description of boundaries in extraurban estates, along with the neighbours and locations. The statutes occasionally regulated the form of inventories, including the real estate *confessio bonorum*. However, there is no such information in 13th-century notarial records.

Testamentary division of immovable property was limited by the remnants of protected family property. This feature was still prominent in the late 13th century, especially in the cities of southern Dalmatia. Nevertheless, at that time, and especially


86 In this regard, a last will from Trogir mentions a land plot in the city that was to be sold. The locality was described in great detail, since it was situated next to some walls and passages serving to provide light between the houses (*...terra que remanet pro lumine fenestrorum domus...*) and thus it was necessary to define its position with utmost precision for the sale. ANDREIS, M. – BENYOVSKY, I. – PLOSNIĆ, A. Socijalna topografija..., p. 73. Cf. MT I/1, pp. 153-154, doc. 48; pp. 154-155, doc. 49.

87 MT I/1, pp. 153-154, doc. 48.

88 SZB I, p. 211, doc. 245.


91 CD IV, p. 428, doc. 372.

92 Unclassified property had to be listed, regardless of its value. ZS, L. III, t. XXVI, c. 121. If any property was missing from the last will or remained unclassified, it was to be treated as intestate. ŠS, L. V, c. 11.

93 GRBAVAC, B. Notarijat..., p. 88.


95 SD, L. IV, c. 19 and 71. In 13th-century southern Dalmatia, the last wills encouraged the creation of fraternal community (fraterna); cf. SD, L. IV, c. 52, 53, and 54. In the Statute of Trogir, the *fraterna* appears in the regulation
in the 14th century, there was a growing tendency in the urban setting to turn family property into individual property. This transformation process started by preferring one child over others, by disposing with paternal property more liberally, and by encouraging property division among the descendants. The first feature, namely preferring one child over others, could penetrate the social and familial structures only with great difficulty, especially in southern Dalmatian cities and towns. It was, however, accepted in the central Dalmatian cities, as attested in the notarial records.

Last wills from the 13th century also show a gradual exclusion of daughters from inheritance as a result of changes in inheritance law, and a limitation of widows’ right to dispose of the property. Joint last wills and contracts often defined the relations within marriage that disagreed with the statute. A widow could usually use the property until her death, unless she remarried. Conjugal partners could also donate property to one another after death (donationes mortis casa), which cancelled the intestate or statutory claims of the heirs. According to some documents from Trogir and Zadar, a husband and wife could thus agree on claiming the property after the other’s death regardless of remarriage. In Dubrovnik, such contracts between conjugal partners concerning the mutual inheritance of its members if the deceased had no offspring. Those who lived with the testator had a claim on his property. ST, L. III, c. 17, ST, L. III, c. 25. In the Statute of Šibenik, members of the fraterna could inherit only property acquired during the testator’s lifetime, while the patrimony belonged to all brothers alike (if the deceased had no offspring). ŠS, L. V, c. 25 and 36. JANEKOVIĆ RÖMER, Z. Rod i grad..., pp. 33-40.

The old principle was more enduring in the rural areas. cf. MARGETIĆ, Lujo. Dioba općinskog zemljišta u nekim srednjovjekovnim dalmatinskim komunama [Division of communal land in some medieval Dalmatian communes]. In: Starine JAZU, 1975, vol. 56, pp. 21-23 and 35.

In a notarial document from Trogir (1273), Černeka Donaldi, with the approval of his wife Sfiła, left more to his son Dobrosko than foreseen by the law (de gracia supra partem) of a land plot with a hut in Trogir’s Prigrade, with the remark that, in case of property division among the brothers, Dobrosko should recompensate them in money if the property exceeded the allowed 1/10 of the total value. MT I/1, p. 468, doc. 386. Cf. MT I/2, pp. 117-118, doc. 254.

In Dalmatian cities, legal relations between husband and wife were based on the separation of property. This made it possible, in case of debt, to transfer immovable property (or sell it for a minimum price) to the conjugal partner and thus preserve it from confiscation; cf. DINIC-KNEŽEVić, Dušanka. Položaj žena u Dubrovniku u XIII i XIV veku [Position of women in Dubrovnik (13th and 14th centuries)]. Belgrade : SANU, 1974, pp. 41-42.

The new statutes, such as the Šibenik one, display more freedom in the testator’s disposal of the property. ŠS, L. IV, c. 64. ŠS, L. V, c. 25.

In a notarial document from Trogir (1273), Černeka Donaldi, with the approval of his wife Sfiła, left more to his son Dobrosko than foreseen by the law (de gracia supra partem) of a land plot with a hut in Trogir’s Prigrade, with the remark that, in case of property division among the brothers, Dobrosko should recompensate them in money if the property exceeded the allowed 1/10 of the total value. MT I/1, p. 468, doc. 386. Cf. MT I/2, pp. 117-118, doc. 254.

The wife had the right to use, but not possess or sell the property. According to the Statute of Trogir, both husband and wife were supposed to make their last wills separately and in such a way that the surviving partner would have enough to live on, ST, L. III, c. 2. Thus, Gostus Bassali from Trogir left to his wife to use until her death (...ad usu fructandum donec castam uitam duverit...) a wooden hut (its position in the suburb is described with regard to the neighbours), stating that if she should remarry (...i uero dicta eius uxorii mutauerit lectum...), the hut should be sold for pious purposes (they probably had no offspring). MT I/1, p. 324, doc. 99.

This way they actually bypassed the statutory regulation on the separation of property (paterna paternis, materna maternis) and joined their property, becoming its co-owners instead of owners of separate properties. This ensured that the heirs could claim it only after the death of both conjugal partners. Cf. ČUČKOVIĆ, Vera. Materijalno obezbjeđenje supružnika u dubrovačkom srednjovjekovnom pravu [Financial security of conjugal partners in Dubrovnik’s medieval law]. In: Godišnjak Pravnog fakulteta u Sarajevu, 1980 (1981), vol. 28, p. 320. Janeković Römer has suggested that
(with mutual appointment as heirs) are found only in the lower social strata (concordio inter virum et uxorem schepatos).\textsuperscript{103} According to Margetić, some statutes acknowledged the wife’s merit in the preservation and expansion of her husband’s property.\textsuperscript{104} Community of property meant that the wife could claim a part of the inheritance,\textsuperscript{105} and this principle gradually found its way into the Dalmatian statutes,\textsuperscript{106} although some cities ignored it (e.g. Dubrovnik).\textsuperscript{107} The statutes mostly took the middle way between the separation of property and conjugal community (dowry and separation allowance).\textsuperscript{108} In marriage, the wife gave her dowry to her husband to partly manage, but he was not allowed to sell, donate, or damage it.\textsuperscript{109}

Regardless of the legal regulations, the notarial records show that inheriting the immovable property of one’s conjugal partner, or disposing of it, was not always affected by having offspring or remarrying. In practice, various agreements could be made, which could be put down in writing in contracts or last wills, which was especially the case when there were no children as the main heirs.\textsuperscript{110} Thus, in Zadar there were contracts in which conjugal partners agreed on a different system of inheriting real estate.\textsuperscript{111} The freedom of making property legations in last wills was limited if the

such contracts and common last wills were a result of new relations between men and women from the lower social strata, as they equally contributed to the family property with their work.\textsuperscript{112} JANJEKOVIC RÖMER, Z. \textit{Rod i grad}, p. 91.

103 SD, L. IV, c. 60. Here the conjugal partners united their property and jointly appointed their heirs; ĆUČKOVIĆ, V. \textit{Materijalno obezbjeđenje}, pp. 270 and 272-273. SD, L. IV, c. 6, 7, 17, 32, 33, and 39. SD, L. VIII, c. 43. According to Ćučković, inheritance contracts evolved as institutes in their own right at the very end of the 13\textsuperscript{th} and during the 14\textsuperscript{th} century. She has argued, based on examples from Dubrovnik prior to that period, that many agreements were made within the family that bypassed the law, while contracts were put down in writing only if needed (more often among the lower social strata). Cf. JANJEKOVIC RÖMER, Z. \textit{Rod i grad}, p. 92.

104 MARGETIĆ, L. \textit{Hrvatsko srednjovjekovno obiteljsko}, p. 177.


106 JANJEKOVIC RÖMER, Z. \textit{Rod i grad}, pp. 12-13. Split observed the separation of property in marriage. The Statute of Split decreed that should a widow remarry, she only got back her dowry. SS, L. III, c. 24. According to the Statute of Trogir, the widow could take 50 $\text{librae}$ out of her late husband’s property in case of remarriage, yet the husband did not have the same right if she died first. ST, L. III, c. 13, 14, and 16. If someone died intestate in Trogir, immovable property returned to the family of origin (\textit{paterna paternis, materna maternis}). MARGETIĆ, L. \textit{Hrvatsko srednjovjekovno obiteljsko}, pp. 171, 212, and 238. CVITANIĆ, A. \textit{Uvod u trogirsko}, p. xviii.

107 Thus, the Statute of Dubrovnik does not know any sort of community of property. SD, L. IV, c. 7, 32.


110 Janeković Römer mentions the last will of Benvenuta, wife of Bubanja de Bubagna from Dubrovnik, whose last will from 1282 contains a legation of 200 $\text{librae}$ and a half of her estates after her parents’ death to her husband. Nevertheless, there is a clause in case children were born: the inheritance would be primarily theirs. JANJEKOVIC RÖMER, Z. \textit{Rod i grad}, p. 90.

111 SZB I, pp. 165-166, doc. 132 and 133. In 14\textsuperscript{th}-century Zadar, for example, the common property of conjugal partners included only the real estate acquired in marriage, not the patrimony. Cf. STIPIŠIĆ, Jakov (Ed.). \textit{Spisi zadarskih bilježnika} (Notarijali ladjenosti). \textit{Spisi zadarskih bilježnika Franje Manfreda de Surdis iz Piacenze 1349...1350. Notarii Iadrensis Francisci ser Manfredi de Surdis de Placentia acta quae supersunt}: 1349 – 1350.
recipients were ecclesiastical persons/institutions or non-citizens: the legal regulations gradually prohibited legations made to the Church and to foreigners. 112 This principle was gradually introduced even before the corresponding statutory regulations. 113 The communal authorities prevented property legations to the Church in Dubrovnik as well. Such estates were first to be sold and only then could the money be left to the Church. 114 Nevertheless, this prohibition could also be bypassed: the estate could be permanently left for “doing pious works or for the salvation of the soul”. 115

Dowry

The preserved documents on dowry (instrumentum dotis) describe the property that women brought into marriage. Notarial records from the 13th century show that daughters’ inheritance after their parents’ death could also include immovable property, but there was a gradual tendency towards transforming it into cash payable in the form of a dowry. Nevertheless, immovable property was still part of the dowry, especially in those settings where even the urban elite did not have access to so much cash that they could pay out the daughter’s part of the inheritance. 116 In the 13th century, one still mostly finds both principles of inheriting property: either the daughters were to obtain an equal share of inheritance after the parents’ death, regardless of the dowry, or they renounced the inheritance when receiving their dowry, since they


113 Thus, a last will from Trogir mentions that the daughter was to inherit the immovable property, but in case she had no offspring, it was to be forwarded to the Franciscans. MT I/1, p. 174, doc. 83. On the other hand, Perva, daughter of Dragonja and widow of Teodor, stated that money from the sale of a house in Trogir should be left to her confessor. MT I/1, pp. 366-367, doc. 177. The 14th-century Statute of Trogir (1346) prohibited such practices. ST, R, I, c. 17, 62. ST, L. II, c. 16, 59, and 60. A decision dated November 16, 1355 prohibited ecclesiastical persons in Trogir to manage other people’s immovable property as last will executors - instead, this was to be done by a relative of the testator. RISMONDO, Vladimir (Ed.). Pavao Andreis : Povijest grada Trogira [Pavao Andreis : History of Trogir]. Split : Čakavski sabor and Splitski književni krug. 1977, p. 178.

114 In this regard, a daughter of Domana Guerrero (who had no offspring) left a legation in 1284 to the monastery of Puncijela that consisted of half of the real estate that she had legally obtained (…tota medietas dicti quarti mei de mobili…), under the condition that its construction should begin soon (…si autem dictum monasterium non fieret aut non inciperetur infra dictum medium annum…). CD VI, pp. 459-460, doc. 384.

115 Thus, some members of Dubrovnik’s nobility destined their estates to pious purposes in perpetuum as early as the 13th century, giving instructions in their legations concerning permanent lease. The heirs were to pay annual sums or to define a sum that would be incoming from renting the estates. Thus, it was either sums that corresponded to the rent or the rent itself, both to the benefit of the Church. ZELIĆ, D. Liber affictuum..., pp. 43-69. LUCIĆ, Josip (Ed.). Spisi dubrovačke kancelarije : Zapisi notara Tomazina de Savere 1282 – 1284. Diversa cancellariae I (1282 – 1284). Testamenta I (1282 – 1284). Monumenta historia Ragusina. Zagreb : JAZU, 1984 (hereinafter MHR II), vol. 2, p. 277, doc. 1129.

116 In a document on the verdict in a dispute that took place in Šibenik (1292), Margetić has detected change in the system of inheriting real estate that occurred between 1260 and 1292. MARGETIC, L. Hrvatsko srednjovjekovno obiteljsko..., pp. 225-229. LJUBLIĆ, Šime (Ed.). Listine o odnosnjih izmedju južnega Slavenstva in Mletčke Republike : knjiga III. od godine 1547. do 1558. Monumenta spectantia historiam Slavorum meridionialium. Zagreb : JAZU, 1872, vol. 3, pp. 430-432, doc. 92. The Statute of Šibenik explicitly stated that paternal houses were to be inherited only by sons. Sons were given preference even if born after the death of a testator who had already distributed his property. ŠS, L. V, c. 24. ŠS, L. V, c. 23. ŠS, L. IV, c. 64-65.
were considered remunerated.\textsuperscript{117} Payment of the inheritance share in the form of dowry was usually related (e.g. in examples from 13\textsuperscript{th}-century Trogir) to exceptional circumstances, such as a girl marrying into a distant commune or a family of higher social status (Zadar). The situation may have been similar in Split, but there are far fewer sources on that.\textsuperscript{118} During the 13\textsuperscript{th} century, there were several examples in Dubrovnik where immovable property was left to daughters: through their offspring, which carried the husband’s name, the property passed into another family. As a rule, women from the lower social strata (not the urban elite) received their dowry both in cash and in immovable property,\textsuperscript{119} whereas examples from the nobility concerned only families without male heirs.\textsuperscript{120} Since the nobility of Dubrovnik had to accumulate large sums of money for their daughters’ dowry, sometimes this sum was paid in several instalments, and when that was not an option, the family sold or sublet immovable property.\textsuperscript{121} In

\textsuperscript{117} In Trogir, the right of women to inheritance is well documented due to the preserved notarial records, but that does not mean it was an exception. As early as the 13\textsuperscript{th} century, women in Trogir had the same claim to real-estate inheritance as their brothers or unmarried sisters. If someone died without a last will, the property was returned to the family of origin (\textit{paterna paternis, materna maternis}). Cf. MARGETIĆ, Lujo. Nasljedno pravo descendenata po srednjovjekovnim statutima Šibenika, Paga, Braća i Hvara [Inheritance claim of descendants according to the medieval statutes of Šibenik, Pag, Brač, and Hvar]. In: \textit{Zbornik pravnog fakulteta u Zagrebu}, 1972, vol. 22, pp. 344-345. According to the Statute of Šibenik, sons and daughters had an equal share in inheritance, but the daughters could not inherit the paternal house. ŠS, L. V, c. 22; cf. JANEKOVIC RÖMER, Zdenka. Pристup проблему обителji i roda u stranoj i domaćoj medievistici [An approach to the issues of family and gender in international and Croatian medieval studies]. In: \textit{Historijski zbornik}, 1989, vol. 42, p. 177.

\textsuperscript{118} According to the research results of NIKOLIĆ JAKUS, Zrinka. Obitelj dalmatinskog plemstva od 12. do 14. stoljeća [Dalmatian noble families from the 12\textsuperscript{th} – 14\textsuperscript{th} centuries]. In: \textit{Acta Histriae}, 2008, vol. 16, no. 1-2, p. 59-88. See examples: Split, CD III, pp. 80-81, doc. 7 (1208). CD SUPPL I, pp. 225-226, doc. 177 (1256). In Zadar, the earliest case of renouncement at the inheritance when the parents’ death due to the payment of a large dowry was recorded in 1289, when a goldsmith’s daughter married a nobleman. It may be concluded that here such a rich dowry served as a compensation for climbing the social ladder. SŽB I, pp. 173-174, doc. 152-154. In this transitory period, the practice also depended on specific circumstances and the attitude of individual families. For example, that same year there was a case in Zadar when the father, apparently a commoner whose daughter had married a nobleman, explicitly stated in his last will that she had the same claim to the inheritance as her brothers, regardless of the dowry. SŽB I, pp. 58-59, doc. 23. Even if in Trogir there was a case of treating male and female children differently as early as 1234, where only the male descendants could inherit houses (cf. Kaptolski arhiv Split [Chapter Archive Split], Osobni arhivski fond (Personal archive group), Ostavština Ivana Lučića [Legacy of Ivan Lučić] vol. 559, fol. 57-64), there are later examples, from the second half of the 13\textsuperscript{th} century, in which daughters (i.e. sisters) had the same claim to inheritance as the sons (i.e. brothers). In one of these early examples, a rather large sum of money was given in dowry as remuneration for the inheritance: the sum of 700 \textit{librae} and 15 small sacs of gold were given, with the addition of a female slave, at that time still a custom (when Franica de Lucio was married in Dubrovnik in 1274). Presumably it was because of the distance that cash was more practical than immovable property. Cf. BARADA, Miho (Ed.). \textit{Trogirski spomenici. Dio II. Zapisci sudbenog dvora općine trogirske. Svezak I. od 8. VIII. 1266. do 6. XII. 1299. Monumenta Traguriensia. Pars secunda. Acta curiae comnis Traugurii. Volumen I ab 8. VIII. 1266. usque ad 6. XII. 1299. Monumenta spectantia historiam Slavorum meridionalium. Zagreb : JAZU, 1951, vol. 46 (hereinafter MT II), pp. 28-29, doc. 38. MT II, p. 60, doc. 21. In the 14\textsuperscript{th} century, examples from Split show that, besides money, immovable property was still a part of women’s dowries (the right to use a land plot); for more detail, see: NIKOLIĆ JAKUS, Z. \textit{Obitelj dalmatinskog plemstva...}, p. 64. For examples showing the right of women to inheritance after marriage, see: CD SUPPL I, p. 143, doc. 106. MT I/1, pp. 54-55, doc. 113. MT I/1, pp. 55-56, doc. 114. MT I/1, p. 58, doc. 119; p. 59, doc. 123. MT II, 3/1, p. 14, doc. 12. MT I/1, pp. 160-161, doc. 59. MT I/1, pp. 194-195, doc. 123. MT II, pp. 61-63, doc. 22. MT I/1, pp. 308-309, doc. 71. MT I/1, pp. 325-326, doc. 100. MT I/2, p. 335, doc. 117. MT II, p. 99, doc. 214; p. 105, doc. 226; pp. 117-118, doc. 254. MT I/2, pp. 186-187, doc. 18. MT II, 3/4, p. 189, doc. 50. MT I/1, pp. 50 and 65-66, doc. 106 and 137.

\textsuperscript{119} MHR II, p. 191, doc. 836.

\textsuperscript{120} BENYOVSKY LATIN, I. – LEDIĆ, S. \textit{Posjed obitelji...}, p. 76, n. 69. MHR II, p. 335, doc. 1294. SD, L. IV, c. 26, 36.

\textsuperscript{121} Thus, Filip de Mauresgia gave his house in Dubrovnik in lease to Pasko de Volcassi, \textit{pro perchivio} of his daughter. The owner lived in the house until his death, but never returned the debt. After his death, his creditor
Dubrovnik, immoveal property could also be given in lease directly to the son-in-
law until the dowry could be paid, which is how it indirectly passed from one family
to another with the daughter’s marriage (nevertheless, it was often ensured that the
wife’s parents should have the right to use the property until their death, and later on
the matter was negotiated with the siblings).\textsuperscript{122} By receiving a dowry in money, girls
renounced at their claim to immovable property and special contracts were signed to
confirm that (e.g. in Zadar).\textsuperscript{123} In those communes where a developed economy allowed
for greater accumulation and traffic of financial capital, such as Zadar or Dubrovnik,
paying out the inheriting daughter by means of a dowry started earlier than in the
less developed such as Trogir or Split, where in the 14\textsuperscript{th} century the dowry was
still given in immovable property or as income from immovable property, or estates
were sold or pawned to other family members in order to pay the dowry.\textsuperscript{124} Immovable
property was increasingly inheritable by sons alone in order to ensure the continuity
of property and the indivisibility of family estates.

\textbf{Division}

In the pre-communal period (and in some places until the end of the 13\textsuperscript{th} century)\textsuperscript{125}
families tried to preserve their property undivided.\textsuperscript{126} Notarial records from the
13\textsuperscript{th} century still contain examples of fraternal communities (\textit{fraterna}): in Zadar,
brothers could live together before dividing the patrimony, although it was not

\begin{verbatim}
Pasko de Volcassio had a dispute with the house with Filip's sons, Šimun and Dimitrije, and submitted as
evidence older documents on the lease that he kept in deposito. LONZA, Nella. Dubrovački statut, temeljna
sastavnica pravnog porekta i biljeg političkog identiteta [The Statute of Dubrovnik as a constituent of the legal
order and a mark of political identity]. In: ŠOLJIĆ, Ante – ŠUNDRIKA, Zdravko – VESELIĆ, Ivo (Eds.). \textit{Statut grada
Dubrovnika sastavljen godine 1272} [Statute of Dubrovnik (1272)]. Dubrovnik: Državni arhiv u Dubrovniku,
2002, p. 17. Cf. CD III, pp. 435-438, doc. 379. In a document from 1278, Pasko proved that he had lent the money
to Šimun and Dimitrije, sons of the late Filip de Maurexia. Cf. LUČIĆ, Josip (Ed.). \textit{Spisi dubrovačke kancelarije:}
\textsuperscript{122} JANEKOVIĆ RÖMER, Z. \textit{Rod i grad...}, p. 81. DINIĆ-KNEŽEVIĆ, D. \textit{Položaj žena...}, pp. 87-89. Probably for
this reason a regulation was introduced to the Statute of Dubrovnik about the "domazet" (on the son-in-law
accepted for a son): real estate was to remain in the (wealthy) family even in case of female heirs. SD, L. IV, c. 70.
In the Statute of Dubrovnik, dowry was regulated by numerous decrees. SD, L. IV, c. 1, 2, 4, 9, 24, 28, 44, 45, 46,
and 47. JANEKOVIĆ RÖMER, Z. \textit{Rod i grad...}, p. 83.
\textsuperscript{123} JANEKOVIĆ RÖMER, Z. \textit{Rod i grad...}, pp. 13-14. Women thus passed into a different clan (their husband’s). Cf.
124 Examples from 14\textsuperscript{th}-century Split: STIPIŠIĆ, Jakov (Ed.). \textit{Splitski spomenici. Dio prvi. Splitski bilježnički spisi,}
svezak 1. \textit{Spisi splitskog bilježnika Ivana pok. Čove iz Ankone od 1341. do 1344. godine} [Split’s monuments.
Notarial records, vol. 1. Records of Split’s notary Ivan son of the late Čova from Ancona, 1341 – 1344]. MSHSM.
doc. 217; pp. 124-125, doc. 218; p. 125, doc. 219; p. 127, doc. 247; p. 216, doc. 359; pp. 244-245, doc. 408;
p. 246, doc. 409 and 410; pp. 253-254, doc. 423. Generally, on women inheriting real estate and dowry, see:
125 Thus, in 13\textsuperscript{th}-century Dubrovnik, possession was linked to family structure (the community of father and
sons) and even more often to the horizontal community of brothers (\textit{fraterna}). According to the Statute of
Dubrovnik, if the sons wanted to separate their property because the father had remarried, they only had a claim
on their mother’s and their wives’ dowries, and could get hold of the property only after their father’s death.
SD, L. IV, c. 52, 53, and 56. MAHNKEN, Irmgard. \textit{Dubrovački patricijat u XIV veku} [Dubrovnik’s patriciate in the
14\textsuperscript{th} century]. Belgrade: SANU, 1960, vol. 1, p. 17. According to the Statute of Split, brothers who owned an
estate in common could not sell or donate it (although they were allowed to use it themselves). SS, L. III, c. 103.
\end{verbatim}
mandatory. In the late 13th and early 14th centuries, property was often divided between brothers (or sisters). With the growth of population and a more dynamic real-estate market, familial property was increasingly turned into individual property, but that was a gradual process. In the notarial records, such divisions are described by means of various formulas. 128 In Dalmatian documents on property division, the key verbs are dividere and divisionem facere. Division of property among brothers appears in Dubrovnik’s notarial records in the late 13th and more often during the 14th century. 129 In a case from Dubrovnik, one son obtained immovable property through division (casale), 130 while the other was remunerated “in the name of division”. 131 According to the division contract, their mother could continue living in dicto casale siue domo until her death. 132 Divisions among brothers could also be effectuated after a court verdict, e.g. in case of property division between Palma and Fusko de Binçola in Dubrovnik. 133 A similar case is known from Zadar (1280). 134 Mauro, son of the the late Krševan Mauro, requested the commune to appoint officials for property division (apparently, the brothers could not agree based on their father’s last will). 135

127 In a case from Zadar, two of the three brothers lived in a joint household (they had even married two sisters), whereas the third one lived separately. But even the two did not have all property in common, only a part of it. Cf. NIKOLIĆ JAKUS, Z. Obitelj dalmatinskog plemstva..., pp. 72-73. SZB I, pp. 80-81, doc. 44.

128 E.g. with Rainerije: volentes res suas et possessiones dividere; and with Bencivenne: ad divisionem rerum et possessionum suarum pervenientes, de ipsis tres partes communi eorum voluntate fecerunt. Cf. GRBAVAC, B. Notarijat..., p. 143.

129 JANJEKOVIĆ RÖMER, Z. Rod i grad..., pp. 25-40. For example, in 1299 the Resti brothers divided the patrimony among themselves: (...) facimus divisionem inter nos de patrimonio nostro (...) MHR IV, p. 27, doc. 36. It was emphasized that the decision about dividing the common property ( nostra bona) was done freely and willingly (spontanea voluntate). MHR IV, p. 27, doc. 36. The brothers confirmed, in first-person singular (...)accepi pro parte mea...), which parts of the patrimony they each got. Thus, Simun obtained the tower in the city and a part of the neighbouring house in Pustijerna, while Vukas got the rest of the said house and another one nearby: (Margaritus et Martholus filii quondam Budislavi de Rissa petrarrii confitemur quod facimus divisionem de uno nostro casali quod habemus hic in Ragusio...). In 1300, a patrimony was divided between Tripo de Georgio and the wife and sons of Tripo’s deceased brother (Ana and his sons Dabraslav and Ivan). Thereby, the notary used the common formulation quod talem divisionem facimus inter eos. (Pasia flilus quondam Dabronis et Georgius filius quondam Marini Dabronis de Luca divisionem inter nos domum et vineas de Molinis...) MHR IV, p. 79, doc. 263. MHR II, p. 202, doc. 876.

130 (...) habeo et recepi pro parte mea in perpetuum dictum casale cum omnibus pertinientiis (...) 131 (...) ego recepi pro parte mea yyperperos XV (...) pro refustura dicti casalis (...) The boundaries are described with regard to the neighbours.

132 MHR IV, p. 42, doc. 101. A similar case is that of the Miscara brothers in Dubrovnik, where the sons of Pasqua de Miscara divided the patrimony among themselves (Nos quidem Petrus et Marinus, filii q. Pasque de Miscara, confitemur quod nostra bona voluntate facimus divisionem inter nos in hunc modum videlicet...). One of the brothers obtained the house (... ego... Petrus habui in partem meam domum cum toto arnisio domus et cum omnibus suis pertinientiis...), the locality of which is described with regard to the neighbours, while the other was remunerated (... ego... Marinus accepi pro parte mea de moneta tantum, quantum dicta domus fuit appretiata...). Eventually, formulations promising legal protection and firm adherence to the contract were added (... quam divisionem predictam perpetuum promittimus firmam et ratam habere, ut unus alteri super divisionem predictam possit in perpetuum facere questionem...) MHR I, p. 129, doc. 445 (February 13, 1281).

133 MHR I, pp. 85, 317 and 319.

134 CD SUPPL II, p. 98, doc. 36.

135 It was about some estates outside Zadar (the villages of Čudomišćine and the salt plants on Pag) as well as houses in the city, which Mauro was to split with his brother Filip and other siblings. The judges decided that the property in the said village was to be divided between Mauro (...petens et requirens, ut ei daremus partitores ad diuidendum et parciendum...) and his brother Frederik. The youngest brother, Filip, was to obtain a stone house in the city (domus lapideam cum coquina) in the urban district of Sv. Stošija (described with regard to the neighbours), which their father Krševan Mauro assigned to him above the legal part in his last will (ante...
In Zadar’s notarial records, there are ten preserved documents on property division that include urban real estate. According to one of them (carta divisionis inter nos facimus), brothers-in-law (cognati) Teodor and Petar, with the approval of their wives (who were sisters) divided the latters’ inheritance (bonis omnibus peternis (!) et maternis). 136 In another division from Zadar (1290), the property of the late Černa de Karlaco and his wife Marija was divided (facimus divisionem perpetuo ratam habendam et tenendum) among their sons, the clerics Ivan and Grgur; their widowed daughter Hota; the descendants of their late daughters Dominika and Dobroša: two grandchildren, brother and sister Černa and Mara (children of Dobroša and the late Crančo de Nona); and a third grandchild, Marija, daughter of Dominika and wife of Muscina. 137

In some cases, the division of property was followed by an agreement between the brothers in which some sold their shares (e.g. a third of a shop or a house, one fifth or one ninth of a house) to their sisters, brothers,138 or other family members,140 as in a case from Trogir, which clearly shows that the division of property also benefited the sisters, who could nevertheless sell it only with the approval of their husbands. Divisions also took place if a brother or sister died without offspring. 141 In a case from Trogir, after the division of property (secundum tenorem instrumenti divisionis) between the siblings and the nephews, there was an agreement that one party should allow the other to use (dedit et concessit ad fructandum) their part of the house (see the following section) without any payment (sine aliqua contura vel naulo). 142 The Statute of Šibenik included a regulation on rejoining the property after the division. 143 In 13th-century divisions, remnants of the transition from cognate to agnate models are still visible, as female family members almost regularly participated in inheritance and property division.

136 SZB I, p. 146, doc. 94 (1289).
137 The document shows that as late as 1290 there was a case in Zadar where daughters were equal to their brothers as their parents’ heirs. SZB I, pp. 202-203, doc. 227 (1290). In the third example, from 1259 (divisionis et concordie cartam), Petriko, son of Zanzi from Zadar, and Bona, widow of his brother Soppa, with their children, agreed on property divisions with their relatives, Leon from Split and his children. CD V, p. 137, doc. 645. Another interesting example from 1283 tells of a property division between brothers Domaldo, Jakov, and Frane de Zadulinis. CD SUPPL II, p. 120, doc. 55. The property seems to have been huge.
138 MT I/1, p. 472, doc 395.
139 MT I/1, p. 468, doc 388; cf. p. 482, doc. 412.
140 MT I/1, p. 477, doc. 403.
141 MT I/1, p. 473, doc. 396.
142 MT I/1, p. 363, doc. 169 and 170.
143 Should some of the brothers and sisters rejoin their parts after the division and put it down in writing, and someone died intestate and without heirs, the other party was to inherit it all. If there were heirs, they were to inherit their part. If there was no document on that, the intestate property was to be divided. SS, L. V, c. 39.
division. In Trogir, the inherited property, called *bona omnia mobilia et immobilia patrimonii et matrimonii* or *bona comunia patris et matris*, was divided between brothers and sisters from the 1260s onwards. There are documented cases of division of both inherited and acquired property. Property divisions were often a result of divisions within a family, when a house was divided among the children. After the division, obligations of the future co-owners were defined, including the maintenance and repair of the house as a whole (e.g. the roof or rotted beams). Estates acquired by division included those in inherited (over which the possessors had rights in rem). Thus, in a notarial document from Trogir, four brothers wanted to divide the property: two of them, Krela and Stjepan, had been using a common land in the suburbs, which means that they had rights in rem over the property built on land owned by someone else (more on that in the section on lease). The situation with immovable property on communal land was similar.

Statutory regulations referring to division are mostly related to inheritance law: the division of patrimony or other property among brothers (and sisters). The statutes introduced new regulations concerning property division among brothers and sisters, which shows that individual “property” was replacing the familial model. Soon after the division, the parties could start using the property even without the document. If there was no division and one of the descendants was using the property for a certain period of time “undisturbed”, having built there a structure out of solid material, he

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144 CD VII, p. 297, doc. 258 (1298). According to Trogir’s notarial records, property was equally divided among brothers and sisters; cf. several documents from the 13th century, MT I/1, p. 363, doc. 169 and 170. MT I/1, p. 97, doc. 11.

145 MT I/1, p. 7. doc. 18.

146 The following formulations were used: *divise inter se, volentes inter se dividere*, MT I/1. p. 303, doc. 63.

147 Thus, two sisters, Stana and Neža (*filiæ condam Celsi Cauanei*), divided the inheritance in 1263 (*...diuisisse inter se bona...*), each obtained a half of the house (defined in the division document with regard to the neighbours). MT I/1, pp. 7-8, doc. 18.

148 On the other hand, brothers Radoš and Tolen divided among themselves (*...dividere inter eos...*) an acquired house (*...domum quam emerunt...*), the location of which is also defined (1274), MT II, p. 66, doc. 142. The brothers agreed on the division in detail: some parts were to remain common, while others were to belong to either of them (whereby they settled on the remuneration for individual parts, as well as the possibilities of later alterations), MT II, p. 66, doc. 142.

149 MT I/1, p. 318, doc. 88. In Trogir, brothers Mihovil and Desa divided (*...diuiserunt inter se eorum...*) a tavern (formula *contraherentes*) and *canauam* (formula *res*). These formulas are followed by a description of the said tavern and its boundaries (1273). MT I/1, p. 492, doc. 432. Cf. the case of Stjepan Cippico in MT I/1, p. 459, doc. 370.


151 MT I/1, p. 451, doc. 355. The Sorgo brothers in Dubrovnik divided the property, which included the inherited patrimony in *Pile* but also some wooden houses that they had inherited in (permanent) lease on the land of the monastery of St Mary de Castello. MHR IV, p. 140, doc. 532.

152 MHR IV, p. 109, doc. 393.

153 ŽS, L. III, t. 28, c. 139.


155 ST, L. III, c. 34.
also had claims over the property. This indicates that if the brothers and sisters lived separate lives, the law encouraged official property division. In the Statute of Split, one can likewise observe a gradually more liberal disposal with common property, which included its easier division among the siblings. In case the siblings or family members could not agree on the division of property, the rector and the curia of Split could appoint a “divisor” according to the statute. The Statute of Dubrovnik likewise included detailed regulations on property division among siblings.

**Lease**

The legal action in which the basic verb was *cedere* or *concedere* primarily consisted in long-term or permanent cession of rights to a property. However, it was rather often combined with the terms *dare, vendere, locare* (thus, the official records use the formulation *dare et cedere adque vendidit*). This formulation replaced the older one for ceding the rights to use a land plot (such as the *emphyteusis*, which implied

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156 If there was no division and one of the descendants used a land plot in or outside the city (*locum, terra vel paratinea*), surrounded by a wall at least one *passus* wide (*muro uno passu de cana*), after the mother’s or father’s death, and accounted for that land for at least ten years without anyone suing him, he had a full claim on it. ST, L. III, c. 36. The Statute of Zadar also included a regulation according to which anyone who erected a wall up to 1.5 *passi* above ground and possessed the estate undisturbed would be considered its *dominus et possessor*. ZS, L. II, t. XIX, c. 115. A similar regulation is included in the Statute of Šibenik: if someone built a wall around an estate that was at least one fathom above ground and possessed it for at least a year, he was to be considered its rightful owner. ŠS, L. III, c. 56. In the legal context of the time, a stone house built on a land plot prejudiced full ownership on that land. The Statute of Dubrovnik foresaw a penalty for those who tried to acquire ownership of land plots that they had no claim upon by means of such constructions: whoever built a structure made of solid material on their house or land plot was to announce it; thus, everyone claiming the property could react in time (*habere petere racionem*). SD, L. V, c. 13.

157 The Statute of Trogir contains regulations on property rights after the division, especially the one on usucaption. If someone held a property for five years without any disturbance after a division that had not been defined in a notarial document, it was as if the document had been written. Divisions without a document were valid after a five-year period. ST, L. III, c. 34. Moreover, if someone used a land plot after his father’s or mother’s death, surrounded by a wall that was at least a *passus* high (*muro uno passu de cana*), he was accountable for that land up to ten years, and if nobody sued him during that period, he acquired full ownership. ST, L. III, c. 36. Similar regulations are found in the statutes of Zadar and Šibenik. The Statute of Zadar also decreed that brothers and sisters who lived separately were to divide their (common) property within a ten-year period, or the one who possessed it would become its permanent owner. ZS, L. II, t. XIX, c. 116. Cf. ZS, L. III, t. XV, c. 60. In Šibenik, there was an usucaption regulation concerning the patrimony: if the property was not divided after ten years and the siblings still lived separately, the estate belonged to the one who had possessed it for those ten years. ŠS, L. III, c. 57. ŠS, L. IV, c. 63. The statutes encouraged noting down all property divisions among siblings in order to avoid disputes. ZS, L. III, t. XV, c. 58. ŠS, L. IV, c. 61. ZS, L. III, t. XV, c. 59. ŠS, L. IV, c. 62.

158 According to the Statute of Split, if a brother wanted to sell real estate from common acquired property in a fraternal community, it was first to be offered to one of the brothers; if he refused it was to be divided and then sold. ŠS, Nove statutarne odredbe, c. 6 (1336). However, division was encouraged only in the city: regulations for the extrarurban territory were different. ŠS, R, c. 81 (1364).

159 ŠS, L. III, c. 95.

160 According to the Statute of Dubrovnik, the division of patrimony among brothers was to be carried out in the following manner: the youngest brother (regardless of whether he was a layman or a cleric) was in charge of dividing the possessions (houses, huts, shops, bread ovens, lime ovens, extrarurban estates, gardens, and mills). After that, the eldest brother chose his share, followed by the second eldest, and so on. The youngest brother was the last to choose. SD, L. IV, c. 69, 78, and 79.

161 In Rajnerije: *dedit et cessit atque mandavit*; in Bencivenne: *dedit et cessit atque vendidit*; in Salatien: *dedit et cessit adque vendidit / titulo venditionis dedit, cessit atque mandavit*; in Rolandin: *ex causa venditionis dedit, cessit, transtulit et mandauit*). GRBAVAC, B. Notarijat... p. 145.
extensive rights in rem).\footnote{162} Regarding the fact that the real-estate market had gained in momentum, and the adaptation of Roman law to the actual situation on site, these formulations changed as well.\footnote{163} Official notarial documents still contained the legal action of \textit{emphyteusis},\footnote{164} but the formulation \textit{do et concedo}\footnote{165} or \textit{vendo et concedo tibi pro pretio} (with payment)\footnote{166} started to be used very early. The notion of cession was often confused with terms referring to lease.\footnote{167}

The verbs \textit{dare} and \textit{concedere} were mainly used when rights to an estate were ceded within the family and without payment. Thus, several documents have been preserved in Split using the formulations \textit{dare, delibere et concedere, or concedere, dare et tradere,}\footnote{168} or \textit{confirmare, rectificare et aprobare in to tum concessionem, dacionem et tradicionem}\footnote{169} and they refer to a permanent cession of property rights with or without payment. From the mid-13\textsuperscript{th} century, Zadar’s documents contained the formulation \textit{dare et concedere} (e.g. referring to the division of inherited property).\footnote{170} In Dubrovnik,
the formulation *dare et concedere* was also used for the division of family property.  

171 In Trogir, the terms *dare et concedere* were used next to *dare, cedere, tradere, and donare*. Rights were not ceded (temporarily) without payment only within families, but sometimes in other circumstances as well. In a document from 1272, the abbot of the Benedictine monastery of St John in Trogir ceded the right to short-term (one year) use of the kitchen for the needs of the new communal palace (without payment). It may have been because it was a public (“higher”) interest, agreed between the abbot and the city’s potestas. Temporary cession of land is also documented in an agreement from Split (1261).

A combination or confusion of the verbs *cedere* and *vendere* can usually be observed when the rights to a property were ceded with payment (selling the rights to a property). In Zadar, there is a case from 1289 where the possessor sold two documents referring to a property with all the rights (*cum omni meo iure, racione, actione, robore et vigore*), stating that it was a concession. According to the Statute of Zadar, an authorized person could sell his right to usufruct by means of an official document (*vendere ius quod habet contra alium*). In a document from Split (1258), a person ceded the rights to a property against payment (*uendidi atque in perpetuum concessi*), while notary Frane Lucijev from Trogir used the formulation *dare, vendere, tradere et concedere*. In documents on ceding the rights to a property, legal protection was also used for the division of family property. In Trogir, the terms *dare et concedere* were used next to *dare, cedere, tradere, and donare*. Rights were not ceded (temporarily) without payment only within families, but sometimes in other circumstances as well. In a document from 1272, the abbot of the Benedictine monastery of St John in Trogir ceded the right to short-term (one year) use of the kitchen for the needs of the new communal palace (without payment). It may have been because it was a public (“higher”) interest, agreed between the abbot and the city’s potestas. Temporary cession of land is also documented in an agreement from Split (1261).

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was guaranteed (promissio de legitima defensione) as in all other documents on property transfer. Temporary cession of property rights against payment was gradually replaced by the formula of location. Rights to use a property could be renewed (up to 29 years in order to avoid limitation). In long-term use, the property could “separate” from its original owner, which often happened with ecclesiastical property in the cities. Immovable property obtained in permanent use could also be inherited and shared (as the possessor had rights in rem). In 13th-century documents, one no longer finds any trace of concessions (especially ecclesiastical) and the difference between ownership and long-term possession can only be detected by chance.

Legal actions related to the cession of property rights were gradually (from the 13th century onwards) replaced by the generic term locatio, which contained elements of the older actions (emphyteusis, cessio, livella), although not always with the same meaning. The notion of cession continued to be confused with that of location, including the official forms (locavit et concessit, concessit et locauit). Thus, in Trogir the formula of concession was confused with terms that were typically used for lease (dedit et concessit ad conturam, ad fructandum). In Zadar, the instrument of location was likewise confused with that of cession (damus, concedimus et affectamus; damus, locamus atque concedimus). In Dalmatian notarial documents, lease was, in the 13th century, mostly formulated by means of instrumentum locationis, which described the use of a specific thing (immovable property) against payment (rent or lease) using the verbs dare, locare (dedimus et locavimus pro affectu), locare et concedere, or the noun locatio.
According to Cvitanić, a rent deal meant that the landlord (locator) obliged himself to cede to the tenant (conductor or inquilinus) a property to use against payment. The rent was called contura or pensio.\textsuperscript{190} Thereby, entitlement to property was not put down in writing, since in principle it was not a form of permanent property transfer.\textsuperscript{191} If such actions were listed, they mostly referred to use or usufruction, not possession: e.g. edificare, gaudere, dominare, and so on.\textsuperscript{192} In Zadar, for example, according to the preserved documents, the formulations used were afficto et ad pensionem do\textsuperscript{193} or do, loco et afficto (dare et afficcare).\textsuperscript{194} In the few extant documents concerning leases from 13\textsuperscript{th}-century Split, various formulations can be found. In a document from Zadar (1289) referring to immovable property in Split, the formula from Zadar’s lease contracts is used (loco et afficto atque ad apensionem do),\textsuperscript{195} whereas the remaining two use the formulations posuit et locauit\textsuperscript{196} and dedit... pro cuius pensione.\textsuperscript{197}

Depending on the circumstances, a lease could be short-term, long-term, or permanent.\textsuperscript{198} Whereas long-term leases varied between 29 years (with the possibility of prolongation) and 5 generations, permanent (eternal) lease was referred to as in perpetuum.\textsuperscript{199} With the exception of some rare cases, long-term lease was renewable for an equivalent period of time until in perpetuum, with payment (renovatio).\textsuperscript{200} Variations in the length of lease can be interpreted as depending on the type of property and the density of buildings in the city where the land plot was situated. In the periods of intense market activity and real-estate demand, short-term lease made it possible to correct the price more often. Thus, they were often applied in case of shops and other properties in the highly frequented (and most profitable) trade zones in the city. In Dalmatian cities, another characteristic type of lease contract included those based on public auctions (the best offer won the right to lease communal income).\textsuperscript{201} Shorter, ad hoc leases of public surfaces for economic purposes (on a daily, weekly, monthly,

\textsuperscript{190} According to Cvitanić, if a property was given for use in order to gain profit, the rent was called a lease, cf. CVITANIC, A. Uvod..., pp. 200-203.

\textsuperscript{191} Thus, in the following lease contracts: (…) cum ingresibus et egressibus ad omnem tuam utilitatem, comodum et prefectum (…) SZB I, p. 149, doc. 101. SZB I, pp. 223-224, doc. 268.

\textsuperscript{192} GRBAVAC, B. Notarijat..., pp. 188-189.

\textsuperscript{193} SZB I, p. 136, doc. 76; or (…) loco, afficto et ad pensionem (…) SZB I, p. 154, doc. 108; or (…) loco, afficto et ad pensionem do (…) SZB I, p. 223, doc. 268.

\textsuperscript{194} (…) do et afficto (…) SZB I, p. 149, doc. 101; (…) loco et afficto (…) SZB I, p. 175, doc. 158; (…) do, loco et afficto (…) SZB I, pp. 190-191, doc. 197.

\textsuperscript{195} SZB I, p. 135, doc. 75.

\textsuperscript{196} CD VII, p. 135, doc. 114 (an extralurban property).

\textsuperscript{197} CD V, p. 103, doc. 619.


\textsuperscript{199} In Italy, emphyteusis was likewise agreed for a period of 2-3 generations, and from the 12\textsuperscript{th} century also for a one-year period. RINALDI, R. Forme di gestione..., pp. 55-56. MARGETIĆ, L. Srednjovjekovna...stvarna..., p. 9.

\textsuperscript{200} Cf. HUBERT, É. Rome aux XIIe..., pp. 297-298.

\textsuperscript{201} In public auctions, one could change the leaser as well as the annual sum. LUČIĆ, Josip (Ed.). Knjiga odredaba dubrovačke carinarnice 1277. / Liber statutorum doane Ragusii MCCCLXXVII. Dubrovnik : Historijski arhiv Dubrovnik, 1989, p. 22, c. 15; pp. 52 and 54, c. 56.
or yearly basis) resulted in the construction of provisory and temporary structures.202 Private properties (statio, domus et statio) were also given in short-term lease, for example in Zadar (domus et statio)203 and Trogir.204 The commune of Dubrovnik rented private houses for the needs of communal officials or for economic activities.205 With time, the commune started to build communal houses on its land and periodically gave them in lease to those who offered most.206

Under circumstances of increased residential mobility and instability of urban texture, leases of residential plots were usually short-term. One of the reasons for this was to avoid disputes around property claims.207 In 13th-century Dubrovnik, for example, there was a considerable amount of communal land and the commune gave singular plots in lease with the right to erect (wooden) housing structures.208 The contract defined the lease of empty land plots (entire or partial) ad incasandum or ad superedificandum, and the users could build wooden houses over which they had rights in rem (they could sell or sublet the house, as well as leave it in inheritance, with the approval of the land owner). In such cases, only the landowner had the right to build permanent structures (ius aedificandi). A statutory regulation from Dubrovnik regarded wooden structures as movables: quod nullum laborerium lignaminis habeat possessionem vel terminum stabilem.209 Because of the possible need for removal, such structures on leased land had to be wooden and easily disassembled. When the lease term was over, either the house was disassembled or the lease prolonged.210 The conditions of such arrangements mostly stated that the tenant had to take good care of the land plot and pay the annual fee regularly, usually on a particular day in the Church calendar.211 Such plots were usually leased for fifteen years, after which the contract could be renewed (renovatio) or the plot was returned (emptied) to its owner.

202 In Zadar, shop leases were also short-term (e.g. two years). Thus, on November 12, 1289, a statio was given in lease for the price of (...) libras X denariorum uenetorum paruorum, pro quibus loco et afficto tibi stationem meam (...) (payment of affictum) for a two-year period. SZB I, p. 175, doc. 158-159.
204 In Trogir, Sfišla, widow of Dominik Ossčana, and their son Bogidaša, gave in lease (...dederunt et locauerunt ad conturam seu ad naulum...) their taverns in Trogir to Desa Čamara for a period of three years (the location of the property is described with regard to the surrounding streets) ...pro contura seu pro naulo... for 12 solidi per year (1271). The document also defined that they should not alter the tavern in any way for the duration of lease (...non auferre nec auferri facere nec aliter locare usque ad finem dicti termini...) MT I/1, p. 142, doc. 25.
205 MHR I, p. 48, doc. 178.
206 In the area around the communal square in Dubrovnik, communal shops in annual lease are mentioned in the 1280s and 1290s. MHR II, p. 261, doc. 1068.
209 SD, L. V, c. 11.
210 In fact, legally such structures were not regarded as immovable property but as movable, since they could be moved if needed. On the other hand, in the legal framework of the time, a stone house prejudiced full ownership over the land on which it was built. The Statute of Dubrovnik defined penalties for those who used such structures to claim land that they had no right to: “Whoever builds a structure on his house or land plot in permanent material, he had to be registered in order that all those who laid claim on that property (habere petere racionem) could react”. SD, L. V, c. 13.
211 Cf. MASÈ, F. Patrimoines immobiliers... p. 156.
Wooden structures were, among other things, an indicator of the level of urbanity in a particular area of the city.212

Regarding the rights in rem that the tenants had over the wooden houses they had built, data on the persons and their property can be found in various types of source: sale contracts, last wills, dowries213 and pawn contracts, whereby it was always stated on whose land the structures were located.214 Only a few documents from the 13th century survive that contain lease contracts between land owners and tenants with the right of building wooden structures.215 Mostly, such data is preserved in the form of receipts,216 debenture notes, or obligations.217

Dalmatian city statutes contain regulations on lease, but mostly concerning short-term leases of houses owned by others. As a rule, the laws protected the tenants from the arbitrary behaviours of the owners, who could raise the rent or take another tenant as a result of fluctuations in the market. Generally, leases with building rights were protected until the lesers wanted to use the land plot “for themselves” (this was especially the case with private owners).218 Regarding the length of leases, the stability of urban texture in specific areas of the city (land division) and the permanent fire hazard219 influenced these limiting legal regulations, leading to contracts on long-term or permanent leases with the right to build permanent (stone) houses. Houses on private, communal, or ecclesiastical land leased for several generations or in perpetuum with annual payments, were built of more permanent materials.220

212 Thus, in Dubrovnik such leases of communal land plots with the right to build (wooden) structures were linked to the urbanistically still unstable area of the burgus (land partition and street tracing).

213 MHR I, p. 129, doc. 447.

214 Thus, brothers Raden, Bratoslav, and Bratoveč, sons of the late Putnik, a goldsmith from Dubrovnik, divided the patrimony among themselves: a land plot outside the city and a wooden house (domus lignaminis) on communal land (... positam in territorio comunis in burgo ...), which they could use according to the contract made with the commune. MHR IV, p. 109, doc. 393. Cf. MHR I, p. 216, doc. 693.

215 BENYOVSKY LATIN, I. – LEDIĆ, S. Posjed obitelji ..., p. 46.

216 A receipt from Trogir shows that the verb of location was confused with that of concession: Gruba, widow of Volcasio, confirmed that she had received (... confitetur se recepisse et sibi solutas esse ...) from Radoš, son of the late Dražen, 5 librae as a nine-year rent for her land plot in the city (... pro contram cuiusdam sue paratineam ...). After the precise description of the location, the following formulations are found: (... pro quibus locavit et concessit ei dictam paratineam ad habendum, tenendum in ea ipse et sius heredes ...). The property could not be sold within the said period. MT I/1, p. 87, doc. 182.

217 MT I/1, p. 172, doc 80. There are similar cases from Dubrovnik. MHR II, p. 30, doc. 125; p. 78, doc. 337.

218 Thus, according to the Statute of Split, if someone built a wooden house on another person’s property, he was protected until the owner wanted to use the hut for himself, and he could not be evicted from the land by the owner, except if he should alter the house without the owner’s approval. SS, L. VI, c. 26-27. CVITANIĆ, A. Uvod ..., p. 172. According to the Statute of Dubrovnik, if a house in lease (... dare ad catasticum ad terminum ...) was sold or given in dowry, it could be taken away from the tenant and the latter had to pay the rent only for the period during which he had lived there. SD, L. V, c. 31, 32. Cf. ST, L. III, c. 31. ZS, L. III, t. XVI, c. 63, 65, and 66; SS, L. IV, c. 41, 44, and 68. MARGETIĆ, L. Srednjovjekovna ...stvarna ..., pp. 249-250. In Split, houses next to the bulwark were not to be given in lease without the special permission of the commune (for strategic reasons). SS, L. VI, c. 74. Cf. SS, R, c. 107 (1370).

219 Stone houses were generally given preference over the wooden ones, even if the owner of a wooden house (domus lignaminis) was at the same time the owner of the land plot. Thus, according to the Statute of Split, a stone house was given priority in construction (a wooden house, if built next to a stone one, was to be adapted to it and not cause damage). SS, L. VI, c. 25.

220 In Rome, such concessions were also given with the right ad domum faciendam odnosno ad incasandum (Genua and Bologna). MASÈ, F. Patrimoines immobiliers ..., p. 157. HUBERT, Étienne. Espace urbain et habitat à Rome du Xe siècle à la fin du XIIIe siècle. Rome : École française de Rome, 1990, p. 131.
On communal land, it was easy to replace wooden houses with stone ones, namely by remunerating the owners of wooden structures and building new ones made of stone.\textsuperscript{221} In the 13\textsuperscript{th} century, ecclesiastical institutions gave immovable property in long-term lease (for a lifetime or for three, four, or five generations) in order to have the buildings maintained and obtain annual payment.\textsuperscript{222} Thus, in 1280 the chapter of Dubrovnik gave a property in lease (\textit{confitemur quod unam stationem \ldots dedimus et locavimus}) to cobbler Ilija de Arbisina (the location is described in relation to other properties). The cobbler was to pay a small amount of money yearly to the chapter \textit{pro affectu}.\textsuperscript{223} There are also examples from the very beginning of the 14\textsuperscript{th} century.\textsuperscript{224} Moreover, members of certain families in Dubrovnik gave their property in long-term lease on behalf of ecclesiastical institutions. Probably the reason was the aforementioned prohibition on making last-will legations to the Church (although there is no such regulation in the 13\textsuperscript{th}-century statute).\textsuperscript{225} Thus, some noblemen in Dubrovnik intended their property to be used \textit{in perpetuum} for pious purposes, and left instructions for perpetual lease in their legations. Their heirs (the future owners) were obliged to pay annual fees or to define the income from lease. Thus, it was either about the sums that corresponded to the lease or the lease itself on behalf of the Church.\textsuperscript{226}

The use of a property on someone else’s land could, over a lengthy period of time, result in detaching the owner from his property and creating a form of possession –

\textsuperscript{221} Such decisions were made in Dubrovnik in the 14\textsuperscript{th} century, after the city had greatly suffered from fire on several occasions. The users of building plots above Prijeko obtained the right, if building stone houses, to claim “eternal usufruction” of communal land plots for themselves and their descendants (for an unchangeable annual fee). Nevertheless, a decision in the Statute of Dubrovnik from 1372 stated that the sale of stone houses on someone else’s territory (communal or ecclesiastical) had to be announced in the same manner as all other sales, and that the owner and the rent had to be indicated (as had been the case with wooden houses on someone else’s territory in 13\textsuperscript{th}-century notarial documents). SD, L. V, c. 35.

\textsuperscript{222} HUBERT, E. \textit{Rome aux XIIIe ...}, p. 300. There were several types of long-term lease in Rome.

\textsuperscript{223} MHR I, p. 98, doc. 358. Cf. MHR I, p. 98, doc. 357.

\textsuperscript{224} Thus, a document from Dubrovnik on long-term lease (1300) states that Jelena Binçola, a nun from the monastery of St Simon, with the approval of the entire monastery, gave a monastic property in lease to Marko de Celana. The document confirms that the property was leased (\ldots \textit{dedimus et locavimus} \ldots) up to the third generation (\ldots \textit{usque in terciam generationem} \ldots). Marko was allowed to build a house (wooden or stone) on the property, but at his own expense (\textit{Marcus laboret dictum casale ad suam voluntatem et faciat omne laborerium tam lapidum quam lignem ad suas expensas} \ldots). MHR IV, p. 53, doc. 152. Another such case is documented in Dubrovnik that same year, where the location instrument (\ldots \textit{dedimus et locavimus} \ldots) was likewise used: Pavao, abbot of the monastery of Lokrum, together with the entire monastic community, gave a monastic house (\textit{domum}) in the city in long-term lease. MHR IV, p. 60, doc. 185. Cf. MHR IV, pp. 115-116, doc. 428. Margetić has argued that all such long-term or permanent leases may have hidden sales behind the mask of a “lease”, especially with property that could not be sold legally: ecclesiastical property could not be sold or donated. Margetić, however, used a case from 14\textsuperscript{th}-century Dubrovnik (outside the city) in which ecclesiastical land was given into lease for a 1000-year period for 1 \textit{perper} annually. This small annual fee was in fact an encumbrance on any future lessee of that land. MARGETIĆ, L. \textit{Srednjovjekovno obvezno...}, obvezno..., p. 242.


\textsuperscript{226} Thus, in 1282 Pasko Volcassio, a nobleman from Dubrovnik, defined in his last will that after the death of his wife Desa, the treasurers of St Mary’s should be given 15 \textit{perperi} per year, which corresponded to the sum that they would have obtained from giving a house and shop \textit{in campo} in lease. ZELIĆ, D. \textit{Liber affectuum...}, pp. 43-69. His heirs were to continue the lease on behalf of the treasurers. Pasko’s brother Damjan Volcassio appointed his wife Desica (his son Marin was still a minor) to administer the lease (\textit{conductura seu pensione}) of a house \textit{que est in campo} and another located next to the church he had commissioned, the income of which was to be distributed for pious purposes, among others to the friars (1296). If the rent from these houses proved insufficient, he allowed that his house in Venice should be given in lease as well. MHR IV, pp. 278-280, doc. 1296.
permanent “ownership for use” – by the posessor and his heirs. The owner could lose ownership over the land plot if he did not use his rights; in this way, requirements were met for another person who possessed the property to acquire the exclusive right to use and dispose of it (i.e. a de facto permanent claim). Usucaption was one of the original ways of gaining ownership; nevertheless, it could be forestalled by the owner raising charges (for unauthorised possession) if there was a legal title (iustus titulus), i.e. lease contract. This, however, could not be applied in case of communal ownership – permanent lease of a land plot in the city was hereditary and no other claim was allowed (the right to use that land plot could not be sold without permission).

Legally, limitation could not lead to ownership, but only to the right to undisturbed usufruction; however, this practice was legalized with time. Thus, the position of the possessor was regulated, while usucaption needed good faith and an adequate legal title. Limitation also revealed the link between the possibility of gaining ownership by means of usucaption and citizenship as opposed to honest and peaceful usufruction. Namely, a possessor could become the owner of a property only if he was a citizen (cives), which proves that there was a link between possessing municipal land and citizenship. Others could only rent a land plot or a wooden/stone house in the area of the city that corresponded to their financial situation and urban planning, but even these rules were subject to change depending on the “population policy” of individual cities in specific periods.

**Pawn**

One of the ways in which property could be acquired was by pawning. The institution of pawning in Dalmatian cities was a result of the development of credit and monetary trade, whereby real estate functioned as a warrant for paying back debt – usually as a last resort, especially if it was an urban house and a family residence. The statutes

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228 According to Cvitanić, ownership in Dalmatian cities could be acquired originally and derivatively: the former meant that it was established and the latter that it was transferred. CVITANIĆ, A. *Uvod...*, pp. 162-166. Acquiring ownership by means of building on someone else’s land belonged to the first type, cf. MARŠAVELSKI, Aleksandar. *Građenje na tuđem zemljištu kao temelj za stjecanje prava vlasništva* [Building on someone else’s land as a base for gaining ownership rights]. In: *Pravnik: časopis za pravna i društvena pitanja*, 2007, vol. 41, p. 174. Postglosator Bartolus noted that the completion of usucaption implied usufruction ownership, but even before that there was pseudo-ownership (quasi-dominium), which was in case of loss of possession protected by means of actio publiciana (if there was law and good faith). MARGETIĆ, Lujo. *Perspektive znanstvenog istraživanja pravnopovijesnih tema* [Perspectives of scholarly research on topics related to the history of law]. In: *Zbornik radova Pravnog fakulteta u Splitu*, 2006, vol. 43, nos. 3-4, p. 328. The time of limitation was often related to the maximum of lease of rent time. Statutes of Dalmatian cities described in detail the conditions of limitation and usucaption. ZS, L. II, t. XVIII, c. 105, 106, and 109. SS, L. III, c. 74.

229 Thus, the Statute of Zadar defined that whoever obtained possessions (possessiones) in fief (i.e. “hereditary lease”) from the commune was not allowed to sell or donate them, only leave them to his heirs. ZS, L. III, t. XVIII, c. 89.

230 Moreover, according to the Statute of Split, the possession of real estate bona fide was required – ownership by way of limitation could not be acquired by a person who held the property iniuste. SS, L. III, c. 56. According to the Statute of Trogir, every citizen who held a property "in good faith" for longer than thirty years became its owner (except if it was communal real estate). CVITANIĆ, A. *Uvod...*, p. 163. ST, L. III, c. 34, 35. According to the later Statute of Šibenik, if someone owned an estate undisturbed for ten years, based on a document on sale, donation, or exchange, he became its real owner on the principle of usucaption. ŠS, L. III, c. 49.

231 According to Margetić, in the earlier phase, pawning had its main purpose in the law of obligations: rather than ensure the return of a debt to the creditor, it was a sign (signum) that the contract was valid. MARGETIĆ, L. *Srednjovjekovno obvezno...*, p. 217.
regulated the pawn law\textsuperscript{232} and there was also judicial pawn law, its purpose being to force an accused fleeing the court to participate in the trial. If an accused person ignored a court summons, the judges authorized the accuser (through court officials) to use a part of the former’s property, mostly immovable. In cases where the accused still refused to approach the court, the accuser gained ownership over the pawned property. The accuser could use the property as long as the pawn law was in force.\textsuperscript{233} In some cases, these affairs were regulated through sale contracts rather than the institute of pawn law, especially when the loan was very large; in such cases, the creditor did not have to bother with the debt and the complicated procedure of public auction to obtain his money from property sale should the debtor fail to return the debt.\textsuperscript{234}

In the notarial records, this type of document used the formulation \textit{dedit ad pignore}, as well as \textit{pignori obligare} or \textit{pignori locare}.\textsuperscript{235} For example, Marin de Sorgo, a nobleman from Dubrovnik, pawned his estate in Dubrovnik’s Pile in 1283: first the location of the estate is described with regard to the neighbours and then the legal act (\textit{dedi in pignore}).\textsuperscript{236} Thus, although the estate remained the property of the debtor, he could not – even before the deadline for repaying the loan – dispose of it or collect rent, as the pawn creditor had the right to usufruct the pawned property (as interest).\textsuperscript{237} Pawn rights also belonged to the rights \textit{in rem} of the owners of wooden houses on someone else’s land (e.g. in Dubrovnik\textsuperscript{238} and Zadar\textsuperscript{239}). According to Margetić, there were two

\textsuperscript{232} On Zadar, see: ZS, L. II, t. XXII, c. 136. ZS, L. III, t. XVI, c. 63. ZS, L. III, t. V. c. 17. Pawn agreements in Zadar are described in ZS, L. III, t. XIII, c. 50-53; for Split: SS, L. III, c. 70 and 81; for Šibenik: SS, L. II, c. 74-76 and 78; on Dubrovnik: SD, L. V. c. 31; on Trogir: ST, L. III, c. 41. According to the Statute of Dubrovnik, if the debtor sold the pawned property (especially if it was for the dowry of daughters or sisters), the creditor was first to proceed against him, not the buyer. SD, L. V. c. 38. In the Statute of Dubrovnik, pawning is also mentioned in the regulations on lease. SD, L. V. c. 31.

\textsuperscript{233} POPIĆ, T. \textit{Krojenje pravde...}, pp. 124-128.

\textsuperscript{234} POPIĆ, T. \textit{Krojenje pravde...}, pp. 143-144.

\textsuperscript{235} GRBAVAC, B. \textit{Notarijat...}, p. 188. For example, in Trogir, Stana, widow of Nikola Greci, borrowed some money (12 librae) from his relative Dragoš. The city’s consules, Valentin and Desa, gave the pawn licence on her house to Dragoš (\textit{...dederunt sibi licentiam de eorum consensu predictam domum subpignorandi et obligandi pro quantitate predicta...}) and Stana promised to repay the loan (\textit{Stana vere confessa et contenta fuit mutuo recepisse...}). Dragoš could use the house until the loan was repaid (1275): (\textit{...ad habendum, tenendum et habitandum pro se et sua familia donec dictam quantitatem XII librarum dictus Dragoss vel eius heredes rehabebunt...}) MT II, p. 105, doc. 227. Cf. ZSB I, p. 31, doc. 114.

\textsuperscript{236} This was followed by the creditor’s name and the size of the debt. It was remarked that the creditor could use the estate and the incomes it brought (\textit{...dictum territorium et omnes introitus habebat sibi.}) until Marin returned the debt, and then the estate would be his again. MHR II, p. 81, doc. 353.


\textsuperscript{238} In Dubrovnik, for example, the goldsmith Pervonja pawned his cottage (\textit{...confiteor quod... dedi in pignore...}) located on communal land to Matej, son of the late Petar de Crossi, for a certain sum of money in 1282; the document first defines the property and the land owner and then the locality with regard to the neighbours. MHR II, p. 59, doc. 253. It was stated that, should Pervonja fail to repay the loan by a predefined date, Matej had the right to sell the house and settle the debt (\textit{...predicto termino in antea dictus Matheus habebat potestatem ucere... }). Pervonja’s neighbour Poveresco de Talava also pawned (\textit{...dedi in pignore...}) his cottage on the land of Jakov Crossi (\textit{...capannam meam positam in territorio Jacobi de Crossio...}) in 1283 to Orsat de Zereva. A deadline was set by which Poveresco was to repay the loan, and should he fail to do so, Orsat could dispose of the cottage. MHR II, p. 85, doc. 367. Cf. BENYOVSKY LATIN, Irena – HANIČAR BULJAN, Ivana. Digital Mapping of Noble Estates in 13\textsuperscript{th}-century Dubrovnik’s Burgus. In: PŁOSNICKI ŠKARIĆ, Ana (Ed.). \textit{Mapping Urban Changes}. Zagreb : Institut za povijest umjetnosti, 2017, pp. 154-183 and 246.

\textsuperscript{239} In a case from Zadar, the party (unnamed in the document) pawned a house to Pavao de Carbone (\textit{...obligo tibi... ad pignus totam meam domum...}). If the debt was not repayed within a preset period of time, the house
types of pawn contracts: with or without a predefined deadline for repaying the loan.\textsuperscript{240} In such cases, it was in the creditor’s interest not to set a deadline, since he could use the property. If the deadline was predefined (\textit{ad dictum terminum}...) and the debtor did not repay it in time, the pawned property was confiscated and the creditor could sell it in order to secure the repayment of his loan.\textsuperscript{241} Property acquisition through auction was one of the derivative ways of gaining property in medieval cities, but it was related to only a few options, such as confiscation.\textsuperscript{242} Nevertheless, in practice the situation was more variegated. Analyzing court disputes in the 14\textsuperscript{th} century, T. Popić has concluded that, even though according to the statute one could choose what property of the accused would be pawned to his benefit, the practice shows that it was the tribunes who did the assessment, which the accuser could then accept or reject.\textsuperscript{243} The notarial records preserve examples of auctions in 13\textsuperscript{th}-century Zadar and Split.\textsuperscript{244} The notary put together an auction breviary (\textit{breviarum incantus}) based on the information supplied by the seller of property – he could be sold in public auction (\textit{...facere incantari, uendi, et deliberari ...} \textit{cum carta et sine carta, et si per eam non...}).\textsuperscript{240} Margetić has argued that the latter was the older (transitional) type of pawn. Thus, property is mentioned there that has been pawned “until they [the debts] are returned”. MARGETIĆ, L. \textit{Srednjovjekovno... obvezno...}, p. 219.

\textsuperscript{241} To be sure, property could be confiscated for debts even without having been pawned. In this case, it was first announced and then sold in a public auction. The auction procedure and the rights of both debtor and creditor were regulated by the statutes. After the deadline set for returning the debt, the auction breviary was written up (\textit{breviarium incantus, cedula incantus}). The property could also be bought by the confiscator (for a price that equaled the debt) if no higher bid was placed. SS, L. III, c. 22. SS, L. IV, c. 52. ST, L. III, c. 40. ZS, L. II, t. XXII, c. 134. SS, L. III, c. II. Cf. ZS, L. II, t. VI, c. 43-47. ZS, L. II, t. VII, c. 51. ZS, L. II, t. VIII, c. 54. ZS, L. III, t. IX, c. 32. ZS, L. III, c. 35. The Statute of Zadar defined what could be confiscated and what not: for example, the house in which the debtor and his family lived was exempted from confiscation. Cf. POPIĆ, Tomislav. \textit{Mechanisms of Immovable Property Transfer in a Medieval Town: The Case of Zadar}. In: BENYOVSKY LATIN, Irena – PEŠORDA VARDIĆ, Zrinka (Eds.). \textit{Towns and Cities of the Croatian Middle Age: Authority and Property}. Zagreb: Hrvatski institut za povijest / Croatian Institute of History, 2014, pp. 470-471 and 483. According to the Statute of Dubrovnik, the creditor was vested into the debtor’s property that was double the value of the debt, and the debtor even had to pay 10\% of the debt value to the count for the expenses of the procedure. There was also a procedure called \textit{aptagi}, where the confiscation did not take place at once; instead, some sort of arrangement could be met within a set time. Moreover, if the confiscation started, first moveable property was confiscated, then vineyards, and only afterwards houses. The so-called \textit{Aptagi de misericordia} was introduced in 1328 and henceforth the procedure around returning a debt was conducted without paying a 10\% fee. SD, L. III, c. 46. A regulation in the Statute of Dubrovnik mentions the sealing of a pawned house. SD, L. VI, c. 32. (But we find it already in the document of 1296; MHR III, p. 299, d- 897). According to the Statute of Split, debts were to be repaid from the inheritance and if needed also from sold property. SS, L. III, c. 20.

\textsuperscript{242} CVITANIĆ, A. \textit{Uvod...}, p. 165. Acquiring property through auction was limited to a few cases foreseen by the statute: based on confiscation due to an unpaid debt and the adjudication of a common property to individual co-owners in division disputes, e.g. when dividing inheritance. SS, L. VI, c. 6-12.

\textsuperscript{243} POPIĆ, T. \textit{Mechanisms of Immovable...}, pp. 475-476 and 477. Cf. POPIĆ, T. \textit{Krojene pravde...}, pp. 86-87 and 148-152. In the legal practice of Zadar, confiscation of property (real estate) could take place if the object of the dispute was a monetary debt, based on a verdict, or because the accused person did not appear at the court. Popić has used examples from 16\textsuperscript{th}-century Zadar to demonstrate the procedure in case of default (\textit{contumatio}), where pawn licence (\textit{districta}) could be given over the debtor’s property.

\textsuperscript{244} There is a case from 1284 in which the creditor bought a property in auction. Breitenfeld mentions a case from Zadar where the monastery of St Nicholas bought an estate of Stanoje, sold because of an unpaid debt of 84 sheep, where the author has indicated as evidence that the creditor could also buy the property in auction.

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\textsuperscript{243} POPIĆ, T. \textit{Mechanisms of Immovable...}, pp. 475-476 and 477. Cf. POPIĆ, T. \textit{Krojene pravde...}, pp. 86-87 and 148-152. In the legal practice of Zadar, confiscation of property (real estate) could take place if the object of the dispute was a monetary debt, based on a verdict, or because the accused person did not appear at the court. Popić has used examples from 16\textsuperscript{th}-century Zadar to demonstrate the procedure in case of default (\textit{contumatio}), where pawn licence (\textit{districta}) could be given over the debtor’s property.

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had to prove his ownership and supply information on the property (the auction initiator, the debt value, the measurements, and so on). Even though the notarial records of Split do not describe the auction procedure in details, there is a document from 1269 according to which an estate was submitted to auction. In Trogir, the sale of a house in auction for reasons of debt (incurred by renting a ship in 1279) is documented.

Property could also change owners by confiscation for reasons of political disloyalty or a grave crime. Specifically, property was taken away from those who had lost citizenship and were exiled or convicted (which was also to their heirs’ detriment). The confiscation of urban estates interrupted the physical and symbolical continuity of habitation for some families, especially if the main estate of a noble clan was confiscated. Family property was an indicator of the clan’s material status in the commune. For this reason, confiscation of estates was an especially grave penalty – not only were the members of a clan exiled from the community: they were also symbolically deprived of their past. In Dubrovnik, for example, estates could be confiscated as a penalty for crime. But confiscations could also be motivated by the “common good” or “public interest”, such as the construction of fortifications. In such cases the estate was substituted through another of the same value (or a sum of money).

245 GRBAVAC, B. Svjedočanstvo o stvarnosti..., p. 39. Dobroslav, a communal preco, publicly announced the sale of a property of the cobbler Radoš (...) in 1289. The document gives its location in the city and indicates that the house was built on land owned by the same Radoš. Petar de Prefca offered 100 librae for the house, which was the value of Radoš’s debt. According to the notarial records, the sale was proclaimed for an entire month “as decreed by the statute and customs of Zadar” in case someone might offer more. Since nobody did, the house was sold to Petar. SZB I, p. 124, doc. 53.

246 CD V, p. 502, doc. 969.

247 CD VI, pp. 292-293, doc. 246.


249 Cf. “Obligations from crime” in: MARGETIĆ, L. Srednjovjekovno obvezno... pp. 250-252. According to the Statute of Dubrovnik, murderers were to be punished by death, and if they Red, they were to be exiled forever and deprived of all their property, which was to be transferred to their male descendants or close relatives along the male line. SD, L. VI, c. 1. A similar penalty was foreseen for the founders of conspiracy groups. SD, L. VI, c. 2. The Statute of Trogir also decreed that the murderer, besides the penalty, should also be deprived of a half of his property (both movable and immovable), which should be transferred to his closest family. If his parents had not divided their property, they had to do it at once, forwarding a half of the part intended for the murderer to his relatives and the other half to the commune. ST, L. II, c. 13. However, in 1436 a reformation was issued in Trogir that abolished this regulation on the grounds that “it was neither just nor reasonable, since thus the poor murderer’s descendants should unjustly suffer for their parent’s crime”. ST, R, II, c. 46.


251 For example, Miha Bincola from Dubrovnik built a house on the spot where the house of Šimun Miha de Bincola, his uncle, had been (which the commune ordered to be torn down because Šimun had committed a murder). MR I, p. 88.

owners. This shows that the “public (communal) interest” was above the private right to property.

**Legal disputes**

In the 13th century, legal disputes were still written down in the form of notarial documents. These are a very important source when researching urban history, since they often reveal various understandings of property relations (common law, legal regulations, possession of documents) in the researched period, as well as various details on immovable property that cannot be found in the formalized descriptions of other legal actions. An example of different understandings of legal institutes and entitlements is found in a dispute between the commune of Dubrovnik and citizens from the suburbs concerning some land plots “on communal territory”: the citizens claimed that these lands had “belonged to them from ancient times” and that they were entitled to them. In this case, the communal lawyer summoned some witnesses, who confirmed that the land was communal. However, no party in this dispute had a written notarial document – they only referred to witnesses and the principle of *ab antiquo tempore*. The medieval legal order protected the possessors of immovable property (especially if they met certain requirements, such as good faith, undisturbed possession, and a suitable legal title). Legally, limitation did not entitle one to ownership, but could mean that the possessor was no longer to be disturbed. Such a situation could a similar situation in 14th-century Zadar, cf. BEGONJA, Sandra. *Uloga gradskoga plemstva u urbanom razvoju Zadra u vrijeme Ludovika I. Anžuvinca (1358. – 1382.)* [The role of the urban nobility in the urban development of Zadar at the time of Louis I of Anjou (1358. - 1382.)] [PhD-dissertation]. Zagreb: Filozofski fakultet Sveučilišta u Zagrebu, 2017, p. 42.


**The role of the urban nobility in the urban development of Zadar at the time of Louis I of Anjou (1358. - 1382.)**


It has already been mentioned that court trials were recorded in 13th century (Dubrovnik and Trogir) in the form of notarial documents, with the aim of obtaining the right to remuneration. The commune was in dispute with Bela, the widow of Ivan Sergije Dujmov, since she had allegedly encroached upon communal territory (...*tu tenes et perintrasti in terrenum comunis...*) and demanded of her to leave it (...*volumus, quod eum dimittas...*). CD IV, pp. 600-601, doc. 518. MHR I, p. 323, doc. 1096. Cf. CD V, p. 70, doc. 590.

According to Cvitanić, there was no protection of possession in Dalmatian cities independently from questioning entitlement to property. In his opinion, the legal disputes did not enter the question of disturbing possession, but the question of entitlement to possession. Cvitanić, A. *Uvod..., p. 163.* Cf. MARGETIĆ, L. *Perspektive znanstvenog..., p. 328.*
be legalized with time. In the Dubrovnik case, however, the commune won the case, as limitation could not be applied to communal land (at that time the commune was regulating the suburban areas). It is also evident from this case that proofs of ownership included not only the witnesses’ testimonies, but also boundary stones with the mark of the owner (comunis). Such marks (the initials of the owner) were carved into stones, which were then buried along the estate’s boundaries. According to a statutory regulation from 1272, these boundaries (termini) and stones (fundamenti) had to be respected, even though they were gradually losing importance in the urban area. In other statutes, one also finds regulations linked to boundary stones (mostly related to extraurban areas).

Besides the location of individual houses and land plots, legal disputes also reveal information on houses and parts of houses that cannot be found in other notarial documents. Thus, documents from Dubrovnik, Trogir, Zadar, and Split specify various parts of houses (external staircases, doors, stairs, porches, passages, joint walls, and so on). Besides the appearance of houses, disputes supply information on

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258 The owner could lose his entitlement to a land plot if he did not use his rights, in which case the conditions were met for another person (who was in possession of the property) to gain exclusive entitlement to use and dispose with it (de facto permanent ownership). Usucaption was among the more original ways of gaining ownership, but could be interrupted if the owner raised charges on account of unauthorized possession if there was a legal title (iustus titulus) or a lease contract. Cf. MARŠAVELSKI, A. Građenje na tuđem..., p. 174. MARGETIĆ, L. Srednjovjekovno... stvarna..., pp. 79-82.

259 Thus, the Statute of Trogir decreed that usucaption and limitation (usucapio seu prescriptio) should not be applied against the commune: if someone held communal land, the time period did not lead to limitation. The Count of Trogir was to monitor what land belonged to the commune and ensure that those who held plots left before a preset deadline. ST, L. I, c. 14. ST, L. II, c. 66. MARGETIĆ, L. Srednjovjekovno... obvezno..., p. 209; cf. an example from Split in: SMICIKLAS, Tadija (Ed.). Diplomatički zbornik kraljevine Hrvatske, Dalmacije i Slavonije / Codex diplomaticus regni Croatiae, Dalmatiae et Slavorumiae. Listine godina 1101 – 1200. Zagreb: JAZU, 1904, vol. 2 (hereinafter CD II), pp. 99-100, doc. 96.

260 In the suburban area, estate boundaries were marked by stones, and this practice persisted into the following centuries in extraurban territories. Cf. BENYOVSKY LATIN, I. – LEDIĆ, S. Posjed obitelji..., p. 29.

261 De fundamentis inventis sub terra: Fundamentum inventum subtus terram vel equale ad terram, habeatur pro termino et fine illius territorii in quo inveniatur (...) SD, L. V, c. 18. A dispute in 1282 between Pasko Volcassio on one side, and Marin Sorgo and the abbess of the monastery of St Mary de Castello on the other (...) questione inter Marinum de Sorgo et abbatissam monasterii sancte Marie de Castello agentes ex parte una, et Pasquam Volcassi defendentem ex altera (...) concerned (...) quod fundamento quod discitus Pasqua fieri faciebat in angulo domus sue quam facit edificari iuxta territorium dicti Marinii et dicti monasterii. There (...) in dicto angulo est una magna petra in qua est una litera ‘F’, que petra est pro termino dictorum territoriorum (...) MHR II, p. 351, doc. 1315. Cf. MHR II, p. 267, doc. 1089.

262 The Statute of Split decreed harsh penalties for those who intentionally removed boundary stones, since that violated the regulations on land ownership. SS, L. IV, c. 86. Something similar is found in the Statute of Trogir. ST, L. II, c. 68, 69, and 70. ST, L. III, c. 26 and 27.


264 In a case from Dubrovnik (1284), a court decision by the count and the judges concerning the prohibition of construction has been preserved; it lists parts of houses in detail (stairs, doors). MHR III, p. 50, doc. 132. Another dispute from Dubrovnik (between Pasko Cipana and Marija Perdačento) reveals information on the external staircase of a house (such staircases were later forbidden by the Statute). Allegedly, Marija built the staircase by encroaching upon Pasko’s land, although she claimed that the staircase had been there since ancient times. MHR II, p. 371, doc. 1337.

265 MT II, p. 24, doc. 52.


267 Split: parts of the monastery, CD VII, p. 46, doc. 35; androna, CD VII, p. 374, doc. 330.
the relationship between public and private, or between two private properties. Due to the frequency of disputes, the so-called abstract document types were increasingly put down in writing (“defensive documents” without a dispositive character), such as debenture notes and receipts, which documented temporary relations in case of dispute. In cities where the real-estate market was especially dynamic, legal transactions by papers alone existed as early as the mid-13th century.

Debenture notes, receipts, bonds, and other documents

Debenture notes are instruments acknowledging debt in a legal action (instrumentum mutui). They could consist of formulas acknowledging debt, promising its repayment, defining penalty in case of failure to do so, promising a remuneration of damage and expenses, warranting by means of property, or renouncing at appeal. A considerable part of notarial records in Trogir and Dubrovnik, Zadar, and Split consist of simple statements given by debtors. Thus, in a document from Dubrovnik (1283), Marija, daughter of Fusko de Valerica, acknowledges debt for half of the cottage she has purchased. Many debenture notes in Trogir were written after the sale contract, which shows that the payment was made later. Besides sales, debenture notes were issued when lending money, and some cases mention immovable property pawned in warrant.

268 A dispute between Martol de Cereva and the commune of Dubrovnik reveals that Martol’s grandfather had built a private tower for the defence of the city “at a time when the new wall did not exist” and that in 1282 the commune wanted to tear it down as it was situated infra muros and went against the ideas of the late 13th-century communal system on controlling urban space. MHR II, p. 345, doc. 1305.


271 E.g. in SZB I, p. 31, doc. 114: SZB I, p. 191, doc. 198 (1290) (not immovable property); SZB I, p. 169, doc. 141 (not immovable property).

272 CD V, p. 420, doc. 891.

273 Based on debenture notes from Dubrovnik, Margetić has analyzed the extent of obligation in these 13th-century abstract contracts, before the introduction of the clause on renouncing references to the statute. According to him, there was a problem with the validity of abstract contracts in legal disputes, since the official forms emphasized that “bare agreements” were not obliging, nor could they serve to raise charges, as they led to appeal rather than charge. Margetić argues that the abstract notes in the books of Dubrovnik were a transitory stage in writing up documents that disappeared with the increasing impact of Roman law. MARGETIĆ, L. Srednjovjekovno... obvezno..., pp. 195-197.

274 Confiteor quod super me et super medium meam capannam positam in territorio Domagne de Guerrero quam emi a Desaça de Domagna debeo dare Mauro Rogadeo de Rauello solidos denariorum quinque (...) MT II, p. 76, doc. 326.

275 For example, Nikola, the buyer of a house in Trogir following a sale contract (post contractum uenditionis), confirmed to the seller a debt of 90 librae. MT I/1, pp. 70-71, doc. 147; cf. Promitix dare et solvere (...) pro precio paratiae vendite (...) MT I/1, p. 370, doc. 185. Similarly: MT I/1, p. 372, doc. 188 and 189.

276 In a second example, Stana, daughter of Stjepan Filije, confirms in a debenture note (...se debere et dare ex causa mutui...) in 1279 that she had borrowed 10 librae from her sister Petronja, in exchange for which she pawned (...tali pacto quod ... ante possuit et in pignore dedit...) her cottage (with a described location) and a land plot outside the city. Petronja and her descendants could use the property in accordance with the custom (...tenetur restituetre sibi dictam domum et vineam aptatas et reparatas congrue ut juris et moris est, sub obligatione...) and an annual repayment of the debt was agreed upon. MT II, p. 201, doc. 89.
Similar information on real estate is found in receipts, instruments confirming the repaying of debt (instrumentum finis or securitatis). For example, in 1232 in Trogir, Stana, widow of Petriša Runa (cum filliiis), confirmed (profitio et protestor) that she had received (accepisse... nomine pretii pro domo) from Treguan, the Bishop of Trogir, 20 perperi for a house that had belonged to her late husband. In Zadar in 1290, information on a division of property between brothers and sisters has been preserved in the form of a division receipt (carta securitatis de divisionis). Prevonig, habitator of Zadar, son of the late Deminča from Nin, and Petar, Simun, Marija, and Gruba, children of Marin de Criuoglauo Jadratino, confirmed by means of a receipt that they had divided (diuidimus et partimur), with the approval of Prevonig’s father (cum uoluntate dicti Martini patris nostri), the inheritance (bona hereditatis) of his late wife Stana and the sister of the late Desača, her mother. The receipt lists various entitlements that they and their descendants obtained with the property. As most receipts, this one also consists of the formula promissionis and pena. In Dubrovnik, for example, Marin Predraga confirmed in an instrumentum dotis, a form that was very similar to the receipt, that in 1282 he had received money as dowry (pro perchiuio), as well as a house from Rogerije de Rugota, father of Rada. The contract is written in a form in which a party confirms (confiteor quod) an object of the contract as dowry.

Information on immovable property is also found in bonds (obligationes), which besides the direct form (with the verbs obligare and promittere) include the one defining a debt in the form of a receipt and then states the obligation of repayment in a separate formula. In Trogir, one finds a larger number of such bonds, especially related to property pawned for debt. For example, in Trogir a debtor acknowledged the receipt of 10 librae that he had borrowed for a six-year period and then stated the obligation of repayment (obligavit) pawning his cottage with the land plot. In this document, the...
cottage is located in the city and the document defines the creditors’ entitlement to its use. In both Split and Zadar, pawn documents were written in the form of bonds.

Contracts on the construction or restructuring of a house were often made in the form of bonds. In Dubrovnik, for example, Tripon Georgio, one of the wealthier noblemen in the late 13th century, commissioned a door for his house. In the notarial records of Trogir, one finds various examples of construction of external staircases (facere scalas super portam canauae). Contracts from Trogir also contain data on the construction of houses and parts of houses (staircases, doors, and balconies). Such documents rarely include a description of the location.

Information on real estate is also found in authorizations (instrumentum procurationis, curatoris, tutoris, sindici). For instance, in Dubrovnik, in 1284, Radosta Subb authorized Dragoš Zuparije to ask on her behalf for a wooden house on the land of Benedikt Gondola. In Split, a division was recorded in an authorization document from 1289. Contracts on business partnership occasionally contain information on immovable property in the city and on its owners. In this regard, in a contract from Trogir, some partners agreed (dixerunt et concordes fuerunt se) that they would invest in a tavern (unam canauam que fuit Laurencij Mandre) in the form of an association/partnership (in comuni societate habere). It was also agreed who would keep the tavern after the end of their association. In the 14th century, there were also instruments vigoris et roboris, in which individuals sold the rights to carry out a verdict over a third party, since immovable property was mostly the object of auction for such reasons. However, no such examples have been found in the 13th century.

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284 (...) dictus Claničhe habitare debet usque ad finem dicti termini dictorum VI annorum (...); A similar case is of a pawn agreement in bond form: Marin Draganni acknowledged (...confessus fuit se mutuo recepisse...) that he had borrowed 7 librae from Bratoslav Pervenni, guaranteeing the payment with his immovable property (... canava, granarium cum paviimento...), whereby the creditor was entitled to use the property for rent. MT II, p. 80, doc. 173.

285 Thus, in Split, Kataldo pawned his house for a debt to the monastery (...quam loco pignoris obligauit ei...) in a document from January 5, 1267, CD V, p. 420, doc. 891. Another example of pawning a house comes from Zadar, whereby the formulation ad pignus is used. SZB I, p. 31, doc. 114.

286 Tripon Georgio also commissioned seven balconies for the same houses from stonemason Benevent, and they agreed upon the deadline and the form of payment. MHR III, p. 323, doc. 1020. Later on, Georgije’s neighbour to the east, Matija Mence, commissioned the same type of door. MHR III, p. 328, doc. 1040. MHR III, p. 293, doc. 859.

287 MT I/1, p. 481, doc. 410.

288 Thus, master Raden, a carpentarius, worked on the house of Desa Petrov from the Lucić clan. They agreed upon the construction of the house, the staircase, doors, and windows, for 28 librae (...item pro construendis duobus solaris, pro apponendis trabibus superioribus figendis ipsis...). MT I/2, pp. 201-202, doc. 58. Even though the sources rarely reveal the names of builders when it comes to residential houses, they may have included stonemasons mentioned in 13th- and 14th-century sources. FISKOVIĆ, Cvito. Romaničke kuće u Splitu i Trogiru [Romanesque houses in Split and Trogir]. In: Starohrvatska prosvjeta, 1952, vol. 3, no. 2, pp. 162-163 (the murarii are mentioned). FISKOVIĆ, Cvito. Zadarski sredovječni majstori [Zadar’s medieval masters]. Split : Matica hrvatska, 1959, p. 11.

289 MHR II, p. 48, doc. 121.


291 MT I/1, p. 349, doc. 143.

292 Thus, person A won the case against person B and the court issued the verdict. Then person A sold the verdict and the right to carry it out to person C (be it because he could get the money faster or because he owed something to person C), after which person C participated in carrying out the verdict and the potential acquisition of property (if the dispute had been about property) or selling it in auction to person D (if the dispute was about money debts), who thus became the new owner of the property (originally owned by person B). Cf.
Sites of document compilation

Information on immovable property is occasionally found in the *actum* formula, which defines the site of contracting a business. It was mostly used with regard to communal chancery, but could also refer to the house where one of the parties lived. In that case, a *domus* is mentioned (or a part of it: the *curia* and so on), but in the sense of a home rather than a piece of property with a description. Moreover, these documents do not always allow us to identify the owner with certainty, although they always inform us about the residents (but these two things need not be identical). Legal business was often contracted in streets, in squares, in front of (or within) city churches, in shops, and so on. Thus, the earlier sources often mention the urban church of St James in Šibenik as the site where documents were written down, but documents from 1292 and 1297 mention the (new) communal palace in this role. In documents from Zadar, the site of document compilation was given in the Protocol merely with the city’s mark, without mentioning the actual locality. The specific location is not found in the *actum* formula within the eschatocol either, only the formulation *actum est hoc est confirmatum.* In Šibenik, the situation is the same. In most of Split’s documents from the first half of the 13th century (1209 – 1251 and 1255), the *actum* formula does not specify the site of document compilation. However, in the second half of the century, urban churches are increasingly indicated in this function, and so are various other public places, houses, stores, and palaces, or the area in front of them. In Split, documents also mention the archiepiscopal palace, the archdeacon’s palace, and

POPIĆ, T. *Krojenje pravde...*, pp. 96-97, and doc. 7 in the appendix as an illustrative example (although it was a land plot, not a property in the city).


294 *Actum est hoc et firmatum in palatio communitatis Sibenicensis.* DS, p. 154, doc. 72.

295 There is a document from June 2, 1297 in which the commune of Šibenik confirmed that the Church of St Chrysogonus belonged to St Cosmas and Damian and thus the district of Zadar. The formula *actum* is in the eschatocol and mentions the communal palace as the site of compiling the document (*Actum est hoc in palatio communitatis*). CD VII, p. 282, doc. 242.


297 SZB II, p. 6, doc. 12.


299 (...) *in plathlea Spalati* (...) CD V, p. 421, doc. 891; (...) *infra ambas portas* (...) CD VII, p. 47, doc. 35.

300 (...) *in domo dicti Rombaldi* (...) CD V, p. 156, doc. 663. CD V, p. 213, doc. 717; (...) *in camera dicte abbatisse Stane* (...) CD VI, p. 68, doc. 61.


302 (...) *in palacio domini archidiaconi* (...) CD V, p. 344, doc. 833.
notarial chanceries. In Dubrovnik and Trogir, documents were written down in public places or in private houses.

Data on the possessors
An important set of data includes information on the individuals/institutions related to urban immovable property, which can mostly be found in contracts on permanent property transfer or temporary possession, since they indicate the main participants in the legal action: namely, individual or institutional parties that signed the contract as equal or unequal parties. Relevant data is also found in legal disputes, construction contracts, and so on. The owner/possessor of real estate could be individual or collective. The nominal formula offers an insight into his position within the family (in case of women, the father’s or husband’s name is given; with adult men, occasionally the grandfather’s name). Owners could engage in a legal action directly or through their representatives. In the case of minors, their guardian’s (or tutor’s) name was given, and in the case of persons who could not take care of their affairs, a curator was appointed. Absent persons were represented by their proxy holders (procuratores), who could be family members (parents, spouses). Collective owners/possessors included institutions (churches, chapters, or monasteries), associations (confraternities or societates), or the commune. Immovable property could also be part of a patrimony, e.g. a community of father and sons or of brothers (fraterna). In this case, besides the directly involved parties, the contract mentions all those who might have legal interest in the action (for example, minor sons, if a party was their mother; brothers; or often spouses).

304 In Dubrovnik, a document concerning a legal dispute (litigation) in 1284 was compiled in the square in front of Pasko Volcassio’s house (... de foris in platea ante domum Pasque Volcassii...) MHR III, p. 177, doc. 474.
306 A fine example of various identifications of witnesses is a document from Trogir (Presentibus Cernechca Miche Cortesie, Stance Goyaclavi et Barti filio domini Grissogani Mauri de Jadra et Stephanelle domini Dymyi de Cega de Tragurio. MT I/2, p. 129, doc. 6) which gives affiliation to the father, occasionally to the grandfather, and mentions an established surname: Cega. As for married women and widows, sometimes only the husband is mentioned (Myra, relicta Frisogoni condam comitis Helie. SZB I, p. 84, doc. 47), sometimes the father. See, for example, the identification of a noblewoman from Zadar: since the document is damaged, her personal name has been lost, but she is identified as the filia Iohannis Badoarii olim comitis Arbensis et uxor Marini Ziuaelli, filii Laurencii. SZB I, p. 50, doc. 13.
307 In Zadar, Madije de Varikaša is mentioned in 1290 as the curator of the heirs to the late Artuik from Pula and his wife Selća. In this appointment, he pays to the husband of Prija, daughter of the deceased couple, her dowry and a part of the patrimony, which consisted of a shop near the main square and an estate worth 300 librae above the city harbour. SZB I, p. 231, doc. 284. Dominicia, wife of the spice merchant Orlandino, appointed him as her proxy (nuntium, procuratorem et generalem auctorem) to represent her in Rab at the property division with her niece. SZB I, p. 79, doc. 138. Cf. BREITENFELD, F. Pravni poslovi..., pp. 120-121. FLORENCE FABIJANEC, Sabine. Žensko upravljanje nekretninama u drugoj polovici 14. stoljeća u Zadru [Women administering immovable property in Zadar during the second half of the 14th century]. In: Historijski zbornik, 2006, vol. 59, pp. 42-43. JANEKOVIĆ RÖMER, Z. Rod i grad..., pp. 87-90, 91-93, and 106. POPIĆ, T. Zadarski sud... pp. 131-132.
308 Thus, in Zadar, a damaged document from the 1270s mentions a man called Blaž, who held a vineyard in fraterna societate with his brothers Jurgije, Diminja, and Dragovan. SZB I, p. 24, doc. 88. There is also the case of Stanča and Jura, sons of Henrik Mali and Dabrlica, in which the mother decreed in her last will from 1297 that the money from the sale of their house should remain in comuni et fraterna societate. SZB I, p. 93, doc. 52.
Besides featuring as parties in a legal action, individuals or institutions were also mentioned as neighbours (owners or users) of the concerned property in the description of its boundaries or the site where the legal action was effected. Along with the name of the owner/user, his or her social and civic status was mentioned (as part of the document’s nominal formula), as well as his profession or office. Identifying individual persons from the nominal formula is easier when if were members of urban elite, since such individuals were usually identified by affiliation or some sort of relation to their ascendants, sometimes identifiable from earlier documents. In this period, identification (at least with the elite) is often facilitated by the increasing use of surnames, even though this differs from one city to another. In Zadar, almost all noble families had adopted a surname by the end of the 13th century, and the situation in Dubrovnik was similar. Some Trogurian elite families also took a surname, but far fewer than in Zadar or Dubrovnik; in Split, most noble families started using a surname only in the late 14th, 15th, or even 16th centuries. As for the commoner families, adoption of surnames largely happened in emulation of the nobility in the late 14th, 15th, and 16th centuries.

Conclusion

In the 13th century, due to the growth of urban populations, Dalmatian cities experienced far-reaching transformations in terms of the size and dynamics of the real-estate market, and saw increased investment in urban land. Familial property was gradually transformed into individual holdings. All these changes resulted in the more flexible stance of legal systems covering the real-estate market. Even though Roman law (i.e. its reception) served as a basis for norms concerning property relations and the law of obligations in the high Middle Ages, the considerable time gap and the impact of other legal institutions resulted in numerous adaptations and modifications in formulating new legal regulations and concepts.

Various entitlements and modes of use had considerable implications for the possession of urban space, which was in practice understood in terms of use or access. Moreover, in this period, a fast growth in literacy can be observed and the number of documents related to urban immovable property doubled, including those related to the communes and the functioning of public authority (privileges, statutes, books of incomes and expenses) as well as those written for individual commissioners (last wills, sale contracts, and so on). The development of this genre was accompanied by the evolution of legal terminology and procedures, owing to the increased power and restoration of possession rights. But even after the introduction of a written standard for legal affairs, old legal forms and various (sometimes hybrid) legal acts, justified

BENYOVSKÝ LATIN, I. Introduction..., p. 16. HARDING, V. Space, Property..., pp. 553 and 569.
in a particular setting, were still trusted.\textsuperscript{311} In the early period of notarial records, elements of different legal customs were noticeable in Dalmatian cities, especially those related to property relations.\textsuperscript{312}

Although there was an aspiration towards standardization, even notarial forms were not identical. Moreover, individual notaries brought experience from other cities where they had held appointments. Notaries who came to Dalmatian cities had to be involved in processes of memorizing and credibly putting down in writing a large number of sale contracts, family transactions, last wills, and other documents on a daily basis. Even though written “first-hand”, these sources abound in information that requires caution.

Notarial documents remain an exceptionally valuable source for understanding property relations and the dynamics of the real-estate market in the city. Of course, they were not written for the purpose of our research, but to meet a series of legal and administrative demands in which descriptions of localities were accidental or of minor importance. The specific purpose of these private-public documents determined their limitations in terms of what data they included – only the key information for defining the boundaries, ownership, or value of an estate was included, which means that some details (perhaps crucial to us today) were omitted. Still, when dealing with a building or land plot within the city, the compilers of these documents defined its position, boundaries, and appearance, and mentioned the owner/possessor of the property in question as well as the neighbouring estates. Such documents can be used to inform conclusions about various discourses concerning space, depending on their purpose and date of writing. The scarcity of historical sources in general (especially the lack of continuity) is the basic reason why data on real estate and its owners is also incomplete.

Descriptions of immovable property were adapted to their legal and administrative purpose, thus some details on property relations were not put down in writing, but rather regulated by the mechanisms of the “universally known” custom law. Moreover, formalized documentation on property transfer does not always reveal the actual situation \textit{in situ}, or describe the relationship between the parties in detail, but largely depends on the notarial skills, the limitations of formulas, and so on. When using these documents in research, a systematic approach is essential. It is only in a systematic and comparative analysis that the notarial documents yield results that will contribute to our knowledge of medieval urbanity.

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\textsuperscript{311} On the “scribes-protonotaries”, see: LONZA, N. \textit{Pravna kultura...}, pp. 1213-1215. HUERTAS, E. \textit{La rente fonciere...}, p. 78.

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