

## PLEDGES AND DEBTS. PRICES OF GOODS IN THE BANAT OF THE 16<sup>TH</sup>–17<sup>TH</sup> CENTURIES

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History of the Banat represents still a little known field of investigation in the Romanian historiography, especially for the 16<sup>th</sup>–17<sup>th</sup> centuries. The analyses that have been made so far take into consideration particularly the Romanian elites' situation (with genealogy reconstructions and disputes on owner-ships)<sup>1</sup> or certain aspects relating to institutional and administrative history.<sup>2</sup> The economical questions, irrespective of their nature, were only tangentially subjects of researching in correlation with the above mentioned ones. To reconstitute aspects concerning history of prices or value of goods is certainly a conditioned operation. For default of studies on the economical aspects in the

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<sup>1</sup> See more for the subject: Ligia Boldea, "O familie nobilă română a Banatului montan în epoca Principatului: Mătniceni de Ohaba Mătnic," in Dumitru Țicu, Rudolf Graf, eds, *Itinerarii istoriografice. Studii în onoarea istoricului Costin Feneșan* (Cluj-Napoca, 2011), 235–269; Ibid., "Tradiție și continuitate în lumea demnitarilor români ai Banatului de Caransebeș și Lugoj: Gârleştenii de Rudăria," *Analele Banatului*, S.N., XXII (2014): 275–294; D. L. Țigău, "Familia Fiat de Armeniș în secolele XV–XVII," *Banatica* 14 (1996): 21–51; Ibid., "Familia Bizere-Găman în secolele XV–XVII," *Banatica* 15/II (2000): 31–68; Ibid., "Familia nobililor Peica de Caransebeș în secolele XVI–XVII," *Banatica* 17 (2005): 232–253; Ibid., "O familie de orașeni nobili: Ivul de Caransebeș (secolele XVI–XVII)," in *Studii și cercetări. Actele simpozionului „Banatul-trecut istoric și cultural* (Zrenjanin-Novi Sad, 2010), 1–16 etc; L. Magina, "Un destin feminin în Banatul sfârșitului de secol XVI: Barbara Moise," *Analele Banatului*, S.N., XIX (2011): 285–296.

<sup>2</sup> Costin Feneșan, "Întregiri și îndreptări la istoria banilor de Caransebeș și Lugoj (sec. XVI–XVII)," *Analele Banatului*, S.N., XVI (2008): 187–198; A. Magina, "At the border of Transylvania: the County of Severin/ district of Caransebeș in the 16th–17th centuries," *Transylvanian Review* XXII, suppl. no. 4 (2013): 295–306; D. L. Țigău, "Aspecte din activitatea prim juzilor orașului Caransebeș în secolele XV–XVII," in V. Leu, C. Albert, D. Țicu, eds, *Studii bănățene* (Timișoara, 2007), 87–136; Ibid., "Banii de Caransebeș și Lugoj. Considerații asupra atribuțiilor și competențelor acestora," *Studii și materiale de istorie medie*, 16 (1998): 225–241; (1999): 237–251.

area my approach will rather aim to reconstitute through sources from archives, than to interpret the situation. However, I'll try not to limit myself to what the sources say, but if possible, to answer to certain questions on the money impact within the early modern Banat society.

*1. I have started with the question: what is or, more exactly, what did the pledge and duties mean at that time, namely the 16<sup>th</sup>–17<sup>th</sup> centuries?*

Considering the real terminology, debt and debtor were the same as today they are, so I won't insist on them. But, for the Romanian language, pledge and pledging are less used nowadays, and they mean guaranty, security or mortgage as referring to estate in the case of the last word. The two terms are interconnected as a credit/ doubt leads to a pledging and implicitly expresses the value of the pawned good equal to the borrowed amount. Both the pledge and the debts show in a great measure how the prices go, with an obvious margin for error. In the case of pledging, the offered amount should be a little bit less than the real value of the respective good in the case of free selling. I have said "should be" just because during the early modern era another element might interfere. I have noticed that a certain person if borrows money he almost always does it from one of his neighbors who is directly interested in getting estates nearby the ones he has got yet. It is the case of a possible outsized price as the two partners in transaction have a common interest in. According to the law in Hungary and Transylvania the relatives or the neighbors were the first who had the right to buy an estate ready for pledging or sale (right of preemption). It is why they were the first to be informed on and only if they refused, the estate might be got by other interested persons.<sup>3</sup> In a standardized pledging contract the two who want to conclude the transaction are supposed to meet each other in front of the qualified authorities (the local ones more frequently), the partners are nominated (whom from and for whom the pledge is solicited), as well as the good in question and the proposed amount.<sup>4</sup> Juridically, a pledge is taken for alienation (*alienasset atque impignorasset*)<sup>5</sup> similar to a sale but with a certain difference: the one who alienated a good might further recuperate it. The docu-

<sup>3</sup> In 1594, for instance, Anna Baronyai requests that the interested people, relatives, neighbours, and free holders be let know that she wants to pledge her shares in the area of Caransebeş (*consanguineos suos, vicinos item et commetaneos preactas portiones possessionarias*). Magyar Nemzeti Levéltár Országos Levéltára (hereafter: MNL OL), P 291 Gámán család levéltára, 1 tétel, f. 37. Annex 4.

<sup>4</sup> Serviciul Judeţean al Arhivelor Naţionale Cluj (hereafter: SJAN CJ), family of Matskasi de Tincova's fund, box 6, fasc. XIX, nr. 614. Annex 3.

<sup>5</sup> A sentence in the reference regarding the pledge in 1590, between John Găman and Barbara Moise. Magina, "Barbara Moise," 292.

ments themselves specified clearly enough that the transaction is a temporary alienation up to a subsequent redemption (*usque tempus redemptionis*). Some of the documents note even the date the debts might be paid, one of the important holidays being selected for (St. George Day, in the Banat).<sup>6</sup> If not given to the creditor within that time, the ransom might be given the next year or years according to the setting day. The financial need of the offeror is so satisfied on the one hand and, on the other hand, the goods were themselves protected. The receiver committed himself to protect them in the term of the contract (yet the medieval documents mentioned such a practice) up to redemption. And why shouldn't he have done it? Up to the ransom, the former owner's house, land and even people were in fact the creditor's property.

## 2. *The Banat in the 16<sup>th</sup>–17<sup>th</sup> centuries*

The social and political frame of the Banat might help us to better understand how the economic mechanism worked within the early modern era in the province. Only the eastern part of this territory is the subject of my approach now, a mountain area between Almăj Depression and the Timiș-Cerna Gap on the east-west axis, and Poarta de Fier a Transilvaniei Gap and the Danube on the north-south axis. Politically the area was part of the Hungarian Kingdom up to the middle of the 16<sup>th</sup> century. The military confrontations at the middle of the 16<sup>th</sup> century changed the political way of that territory. The biggest part of the Banat, namely the Low Banat with the towns of Timișoara and Lipova got under Ottomans' domination in 1552. The part that rested to Christians became a peripheral province of the Autonomous Principality of Transylvania; it coagulated around the towns of Caransebeș and Lugoj as a borderland to Ottomans. Administratively that territory was organized as the County of Severin that superposed the medieval district of Caransebeș, both the administrative units using the same corps of office workers. Against the Turkish threatening the county/district administration was superposed by the banat of Caransebeș-Lugoj, a military and administrative unit that went on with the banat of Severin tradition.<sup>7</sup> The two urban centers Caransebeș and Lugoj concentrated the whole political, military, juridical and economic activity of the area; both the named centers were of a middle size and they seem to never surpass their zonal importance.<sup>8</sup> From the social point of view that area was a nobiliary nursery, mainly

<sup>6</sup> Similar samples: C. Feneșan, *Documente medievale bănățene (1440–1653)* (Timișoara: Facla, 1982), 63; MNL OL, P 1916 Sombory család levéltára, 2 csomó: Gámán család, f. 12. Annex 1. Magina, "At the border of Transylvania."

<sup>7</sup> Magina, "At the border of Transylvania."

<sup>8</sup> L. Magina, "The memory of writing in the banatian municipal institutions during the 15th–17th centuries," *Transylvanian Review* XXII, suppl. no. 4 (2013): 284–294.

of Romanian origin but of Hungarian expression (in written documents), who touched but rarely the nobiliary standard of the elite of Transylvania. The main part of the Banat nobles belongs to the small nobility comparatively to the nobles in Transylvania, with estates or part of estates in a mountainous area. The Transylvanian nobles were directly linked to the owned estates where they used to live too while the nobiliary elite in the Banat lived almost exclusively in Lugoj and Caransebeș that offered a relative protection in that borderland.<sup>9</sup> Somehow, we may speak about an isolated world from the other parts of Transylvania, that preserved old medieval habits, but also proved to be open to the new ideas of the time (the religious reform, for instance).<sup>10</sup> Prince Akos Barcsay yielded the banat of Caransebeș-Lugoj to the Sublime Porte in 1658 and so the whole Banat enter the territories of the Ottoman Empire. My research starts with the middle of the 16<sup>th</sup> century after the eastern Banat integration in the Autonomous Principality of Transylvania and stops at 1658, a reference point that marked the deep change of this area political, social and economic structure.

### 3. Sources

Which kind of documents refer to information I have speaking above? Firstly, we may speak about the contracts concerning those transactions: selling-buying or pledging, mainly concluded in front of the local authorities and rarely of the central ones. In the second place we find the summons before the judge, usually for the terms in contract non-observance. Wills belong to a special category but they are quite few in the pre-modern Banat. But the 10–12 existing wills bring into light ones of the most interesting situations. The ones who made their wills used to record not only the goods they left effectively but also what they had to receive back, debts or pledges. Those inherited claims had to be recuperated by their successors or paid by the successors of the one who had borrowed from others. The problems concerning the respective amounts recuperation usually brought to summons before the judges I have just speaking about as it was but difficult to recuperate debts that sometimes lasted for decades.

A quantitative evaluation of the sources relative to the early modern history of the Banat leads to 2,000 about references. Certainly what was preserved up to us is but a part of what was destroyed in time, especially during the Ottoman occupancy. The most of the preserved sources are to be find in some familial archives (Fiáth, Gámán, Matskási) or of institutions that usually certified and

<sup>9</sup> See footnote 1 with the cited studies.

<sup>10</sup> A. Magina, *De la excludere la coabitare. Biserici tradiționale, Reformă și Islam în Banat (1500–1700)* (Cluj-Napoca: Centrul de Studii Transilvane, 2011), 91–116.

preserved (the Chapter in Alba Iulia). The main part of these sources is preserved in archives or libraries in Hungary, excepting a notable fund (Matskási, in County of Cluj Service of the National Archives).<sup>11</sup> Due to the efforts of the Hungarian historian Pesty Frigyes within the second half of the 19<sup>th</sup> century, the references on the Banat begun to be published. The third tom of County of Severin monograph presents references for 1237 – 1578<sup>12</sup> and the fourth one of Caraș County monograph, for 1518–1853.<sup>13</sup> The sources basis for the 16<sup>th</sup>–17<sup>th</sup> centuries enlarged due to Costin Feneșan's contributions, both through the volume he published in 1982<sup>14</sup> and the annexes of various studies he published in specific revues.<sup>15</sup>

#### 4. *Transactions and the value of goods*

What did they pledge in the Banat during those centuries? I do believe that there are no great differences in the matter relative to what they pledged in the Principality of Transylvania and most probably in the whole Romanian territory or the central European one. In the main estates or immobile housing assets were the transactions subjects as they were valuable undoubtedly. In the case of that province located in the south of the Mureș, very many proprieties were entered the transactions in the urban milieu of Caransebeș (houses, gardens, etc.) as the main part of the local elite lived in that town. 26 transactions are recorded for instance in 1578–1605, 12 of them (46%) being pledges. 10 of the last ones (83% about from the whole) consisted in lands, hay fields, places for mills building. According to what is pledged the correspondent amount is extremely variable. 6 forints made the amount of a land pledging at Sacu<sup>16</sup>, near Caransebeș, a quite similar value to the 10 forints for a forest<sup>17</sup>, or to the 11 forints for a land of 3 iugera.<sup>18</sup> In contrast, there were great lands, parts of villages or even entire villages that came to important amounts of hundreds of forints. Not a few cases were registered as such. For instance Doroteea Bánfy borrowed 400 forints

<sup>11</sup> Ibid, 11–14, presenting sources especially from the ecclesiastic point of view.

<sup>12</sup> F. Pesty, *A Szörényi bánság és a Szörény vármegye története*, III Oklevéltár (Budapest, 1878).

<sup>13</sup> Ibid., *Krassó vármegye története*, IV, Oklevéltár (Budapest, 1883).

<sup>14</sup> Feneșan, *Documente*.

<sup>15</sup> See: “Șase scrisori ale principelui Gabriel Bethlen către banul Lugoșului și Caransebeșului (1614–1615),” *Apulum* XIV (1976): 175–183; “Despre privilegiile Caransebeșului și Căvăranului in a doua jumătate a secolului al XVI-lea,” *Anuarul Institutului de Istorie și Arheologie Cluj-Napoca* 20 (1977): 303–311; “Comitatul Severinului la sfârșitul secolului al XVII-lea,” *Tibiscum* 7 (1988): 189–226; “Banatul Caransebeșului și Lugoșului între Habsburgi și Poartă în anul 1552,” *Studii și materiale de istorie medie* XII (1994): 161–199.

<sup>16</sup> Feneșan, *Documente*, 146–147.

<sup>17</sup> Pesty, *Krassó*, IV, 97.

<sup>18</sup> Feneșan, *Documente*, 62–63.

from Francisc Modlina in Lugoj, in 1582, and pledged for the taken money the village of Găvoşdia.<sup>19</sup> In a pledge document from 1572, the nobles of Măciçaş' estates, namely 5 villages and 4 grasslands were estimated at 600 forints.<sup>20</sup> The largest amount for a pledge seems to have been that of 1,500 forints noted for Anna Baronyai's estates. They consisted in parts of lands possessed at Maciova together with the nobiliary house and yard there, parts of villages of Pestere and Obreja, a house land and yard in the market of Caransebeş and half of a mill in Ţermurani Street in the same city.<sup>21</sup> A house *intra muros*, in the same city raised at a few more than 100 forints, the price being smaller on average.<sup>22</sup> We do not know the reason of such largest amounts. As I have told yet, I do believe that a mutual interest is the explanation, as both the one who offers and the one who wants to purchase are interested in a price as large as possible. In our cases, the ones who offer money as pledges are the most potent nobiliary families in the Banat, ready to complete their landed properties in the respective localities. I think it to have been a usual practice in the Banat as recently we have noted in a study concerning the urban properties. The ones who got financial power were interested in merging their properties in as small as possible area, a fact that influenced the local supply and demand.<sup>23</sup>

People, namely the villains (serfs) are less frequently subject of pledging, as they were usually sold together with the land they inhabited and where juridically they had no right to shift from. Within the time I have taken into consideration much less cases of humans' selling are to be noted comparatively to the landed properties. Villains with their plots of land were subject of pledging because they were valuable goods. What did the land mean no matter its size without the human resource? It is for instance the case of six villains from three villages near Caransebeş, who were given as a pledge together with what they owned for 131 forints<sup>24</sup>, a few more than 20 forints/ individual. The noble lady Barbara Moise pledged not for once the villains she had inherited from her former husbands, with also 20 forints on average.<sup>25</sup> 17 forints about/ individual were noted on average in the case of 11 villains and their plots of land given as pledge, the total amount raising up to 190 forints.<sup>26</sup> In 1608 six plots

<sup>19</sup> MNL OL, F 4 Cista comitatuum, Zarand, fasc. 2, no. 20.

<sup>20</sup> Pesty, *Krassó*, IV, 91. See footnote 41.

<sup>21</sup> MNL OL, P 1916 Sombory család levéltára, 2 csomó: Gámán család, f. 25. Annex 5.

<sup>22</sup> L. Magina, "Tranzacții imobiliare într-un oraș de frontieră. Caransebeșul în secolele XVI–XVII," *Historia Urbana XXIII* (2015): 184–185.

<sup>23</sup> *Ibid.*, 187.

<sup>24</sup> Pesty, *Krassó*, IV, 90.

<sup>25</sup> Magina, "Barbara Moise," 291–292, doc. III, V.

<sup>26</sup> MNL OL, P 1916 Sombory család levéltára, 2 csomó: Gámán család, f. 12. Annex 1.

of land and the ones who lived there were given as a pledge for 100 forints.<sup>27</sup> The so called servants (*házi jobábg yok*) were also estimated at about 20 forints/individual. Two servants and the plots they lived in were so given as a pledge, in 1599, for 40 forints.<sup>28</sup> The average amount was a constant one from the end of the 16<sup>th</sup> century up to the Banat falling into the Ottomans' power, no matter the conditions of transactions or the events that took place in that province.

Animals or precious objects are more rarely noted as subjects of pledging. Lady Margaret Gaman bequeathed her daughters a Turkish girdle too, but that one had been yet pledged for 20 forints, at the same value she had pledged her estates in three villages near Caransebeş or a similar one to a servant she had pledged a year before.<sup>29</sup> Obviously, her daughters would have got the precious object after redeeming it, but we don't know whether they did or not such a thing. Another noble in the Banat bequeathed a girdle too, in the 15<sup>th</sup> century, to the one who had pledged it as he didn't need it anymore<sup>30</sup>: a fact that we might understand also as a wish of not squandering such a precious liquidity. A ring pledged to George Dragna in 1585, was also estimated at 20 forints.<sup>31</sup> As concerning animals I have met a single case at the beginning of the 17<sup>th</sup> century: half a house was pledged for the price of a good mare, at 16 forints namely, a quite large amount for an animal (equivalent approximately to a house plot or to a garden in Caransebeş)<sup>32</sup>, but clearly smaller than that of a piece of clothes as the respective girdle was.

As I have noted above there is a definite connection between debt/ loan and pledge, as the last one is the guarantee of the debt paying. In the case of the Banat I have met no contract concerning an amount of money crediting exclusively (or maybe no one was preserved). Such contracts should have contained the legal terms of the credit, the date of paying it back, the legal results, etc. We might suppose that such cases have been rather verbal agreement in the presence of certain witnesses. Even if so, those agreements had a whole juridical authority. Nicholas Stefaniga lost his house in Caransebeş as, even a nobleman, he hadn't succeeded to pay a debt of 19 forints and the local authorities sold his house by auction.<sup>33</sup> Another nobleman, George Eördögh lost his house also for an unpaid debt. He was obliged to give to lady Margaret Roşca his wife's

<sup>27</sup> Pesty, *Krassó*, IV, 249–250.

<sup>28</sup> Feneşan, *Documente*, 109–110.

<sup>29</sup> *Ibid.*, 117–120.

<sup>30</sup> Pesty, *A Szörényi bánság*, III, 99–100.

<sup>31</sup> MNL OL, P 291 Gámán család levéltára, 1 tétel, f. 28.

<sup>32</sup> Feneşan, *Documente*, 133–134. For instance a house plot was sent in Caransebeş, in 1604 and 1616 for 15 forints. *Ibid.*, 130–131, 143–144.

<sup>33</sup> A. Ghidiu, I. Bălan, *Monografia oraşului Caransebeş* (Caransebeş, 1909), 297.

house in Caransebeş because he had not paid the rent of 15 forints (for a year probably) for the house the named lady had let him.<sup>34</sup> It was a paying concern for Lady Margaret who gained a new house in Caransebeş for 15 forints only.

A pledge as well as a debt might be handed down to descendants, relatives or to some third persons. There are certain relevant examples. I have already mentioned the case of the 11 villains who were estimated at 190 forints in 1579. They had belonged to Baltazar Csulay who had pledged them to John Josika some years before the documentary notice. John Gaman as a relative of Csulay asked and took on him the pledge by paying the debt to Josika.<sup>35</sup> In that case nobleman Gaman used his right of preemption as a relative of Csulay, maybe in agreement with Josika who was interested in redeeming the lent money. Dorothea Lazar mentioned in 1591 that she had got from the same Josika a hay field as a pledge for 29 forints. Nothing uncommon so far, a trite case we might say. But the respective hay field didn't belong to Josika but it had been pledged to him by someone of Cicleans; so Josika recuperate the lent money by giving the respective pledge to Doroteea. John Ciclean, the right heir would get back that land from Dorothea by paying her the above mentioned amount.<sup>36</sup> In either case Josika's desire to get back through pledging the money he had lent shows a possible need of liquidities that undoubtedly had to be invested in new estate, as that was the usual circuit of money in the early modern Banat. Rarely did they save up money and frequently money was invested in landed proprieties.

A special case is this one of the family pledge, between a husband and his wife to be more exactly. Why did they come to such a subterfuge? For a very simple reason: the husband spent on his own account the estate his wife had entered the marriage. The husband used to pledge part of his own estate to his wife so that she could recuperate in turn part of her own dowry and no other relatives could interfere in his legacy. It was a necessary precaution just because more members of a family owned certain estates in common. On the other hand, even if those members were not parts of the joint propriety, the respective estates had to come back to the family of origin after a husband death, her wife being so excluded from legacy. Three at least were the cases I identified in the Banat. And any of them referred to large amounts, of hundreds or even thousands forints. John Gaman for instance pledged three times his estates to her wife, Barbara Moise, and he had reasons to do it: he had used 1,000 forints from her dowry to build a mill and to redeem his right of propriety at Biñinti

<sup>34</sup> Ibid., 298.

<sup>35</sup> See footnote 26.

<sup>36</sup> Feneşan, *Documente*, 86–87.



(county of Hunedoara).<sup>37</sup> Similar reasons made Michael Marin to let her wife Ecaterina Giurma two estates of an enormous value, of 1,300 forints, so that his relatives might not lay claim to receive them.<sup>38</sup> A year before the mountainous Banat falling into the Ottomans' power (1657), Jacob Fiat let to his wife Caterine Josika, through his will the estate of Vălișoara, estimated at 200 forints. It was there the same reason: he used in his own account the golden and silver objects her wife had inherited from her family.<sup>39</sup> The three cases I have discussed above speak about a phenomenon concerning the ownership transfer within a family and the money circuit/ spending, possibly. As there were familial relations we have now not a certitude on the real value of those goods. I think that such a contract only partly reflects the properties price, usually the amount the people agreed being larger than the real value. In other cases, out of a family pledge or selling, the respective amount should have been lower up to the market price.

There were few cases where the borrowed money was given back during the borrower life. So, usually his descendants took the debts over in the pre-modern Banat. If the one who had borrowed money by pledging one of his goods didn't succeed to pay it back, his children, grandchildren or other relatives took that responsibility. The relatives and descendants were allowed to increase the initial pledge by pledging new parts of the estate or by renewing the first contract. It was the case of Michael Zeyko who pledged to Stephen Kun, for 170 forints, the third part of his parts of Zadvay estate at Măru that he had inherited. After his death, his widow Anna Stephucze renewed the initial pledge and took other 30 forints on her own account.<sup>40</sup> Stephen Kun was undoubtedly more than delighted to accept as an increased amount meant that the recuperation of the pledged good became more difficult; practically he took possession of that estate for ever.

Extreme cases as those of the family of Măcicaș show that pledge and debt might be extended over a century sometimes. On the 13<sup>th</sup> of August 1642, Francisc Veres the Literate, the nobles' judge went to Nicholas and Peter Toth, Franciska Josika and Magdalene Toth, widow of Ladislaus Gârliște, to pay on the part of Nicholas Macicaș and at his request 600 forints on the account of a pledge of shares of the possessions at Tincova, Zagujeni, Măcicașul de Jos (disappeared), Ruginocs (disappeared), Dombrovicză (disappeared) and the

<sup>37</sup> Magina, "Barbara Moise," 289–290, doc. I–II.

<sup>38</sup> MNL OL, E 148 Neo Registrata Acta, fasc. 1821, nr. 38. Annex 6.

<sup>39</sup> A. Magina, "O sursă pentru istoria Banatului în secolul al XVII-lea: protocoalele Capitlului de la Alba Iulia," in I. M. Balog, I. Lumperdean, L. Mádly, D. Țeicu, coord., *Multiculturalism, Identitate și Diversitate. Perspective Istorice. In honorem prof. univ. dr. Rudolf Gräf la împlinirea vârstei de 60 de ani* (Cluj-Napoca: Mega, 2015), 179–181.

<sup>40</sup> SJAN CJ, Matskasi, box 7, nr. 738.

grasslands of Delar, Walye, Secaş, and Gradisca. Nicholas's forerunners Peter and Michael of Măciçaş had pledged their shares in 1572. As the new owners of those possessions took time to debate the question, the nobles' judge summoned them within 15 days before the county.<sup>41</sup> The same Nicholas Măciçaş summoned before the county of Severin the representatives of the family of Simon to recuperate part of his inherited possession Toplița near Măciçaş that had been pledged to Simons' antecessors in 1563 by his own forerunners, the joined brothers Gaspar, Ladislaus and Michael of Măciçaş.<sup>42</sup> We do not know how the noble Măciçaş' approaches ended, but certainly he had a good success according to law to recuperate the pledged estates and round his family's patrimony.

We also can see how the mechanism of pledging and borrowing/ lending was working in the Banat if taking into account the nobles' wills. Both the goods they bequeathed to their relatives and debts to be collected or paid by heirs/ heiresses were registered in those wills. A sample on this point is the will of noble George Terbusula in Lugoj written at the beginning of the 17<sup>th</sup> century. He bequeathed his estate to his wife and to a relative of him, John Pribek in Lipova. To the last one he bequeathed with a pledge his shares of the 4 estates he had received as a princely donation in loan of 100 forints. Two of those estates would enter entirely Pribek's property after Terbusula's death on the account of that amount of money. The other two estates would enter his wife's property as he had spent money from her own estate for trials he had had with Michael Szilvasi. His wife would also collect money from the ones he had lent; no less than seven borrowers had to repay 80 forints about, part of them, after the initial borrowers' death being taken over their descendants.<sup>43</sup> Not anywhere does the mention on an interest appear in the documents that specify on the contrary the only the loan is to be repaid at any time it would happen.

I wondered why so frequent loans and sells by auction of more estates belonging to nobiliary families in the area. I believe that the first reason was the lack of direct liquidities and the ones who had no other financial resources had to pledge their landed proprieties or other goods. Which was the element to generate such a rush for money and on what was they spent effectively? The documents are not very explicit in the matter. The standard wordings: "being in a great need" or "for solving a stringent need" show only need of money not its destination. But analyzing the references we may find that a few nobles pledged their estates to face up to the cost of a lawsuit or a judiciary procedure. Anca Borcia for instance pledged her shares in 5 villages for 100 forints, to George

<sup>41</sup> SJAN CJ, Matskasi, box 18, Huszti András' copies of documents (old pressmark no. 889)

<sup>42</sup> SJAN CJ, Matskasi, box 7, nr. 730

<sup>43</sup> MNL OL, F 17 Cista comitatum, Tömös, no. 10.

Dragna as that one supported her in the lawsuits she had had.<sup>44</sup> Enough frequent are such cases even if the value of goods offered as rewards is not always noted in the documents concerning the different transactions.<sup>45</sup> Lawsuits with relatives or even with the authorities were expensive and long lasting and more than this a happy end wouldn't be ever a sure thing. No easier was an illness or an infirmity from the financial point of view. For instance, Nicholas Lada needed to borrow money in change of a plot of land pledging because God took the apple of his eye and his times were so expensive.<sup>46</sup> Noble Francisc Birta's situation, also named Maciova is a special one. He killed a young man named Stephen Ciorcioc in an ill started moment, so he had to leave his homeland and exiled himself. Given his great need (*extrema sua necessitate*) he had to pledge to his relative George Găman, his inherited shares of estates Maciova, Peștere, Brebu, Plugova, Putna. Mezfalva (disappeared), Czeklen (disappeared), Obreja, and Bradul (disappeared), and also his nobiliary house and yard in Caransebeș, for 500 forints in common coins (*usualis moneta*); he conditioned the loan by being allowed to redeem all at the same price the moment he would come back.<sup>47</sup> It was a large amount, but it was for a large nobiliary property. Given the circumstances of that transaction (his hurry to exile himself), the price could have been smaller than the real value of his estate. But also we might speak about a protective mechanism: once pledged, his goods were protected against the prince's possible intention to confiscate them.

Maybe love was to make Anna Baranyai to pledge what she possessed in the Banat, to cover the enormous prejudice her husband made the time he had been managing the office of salt chamber in Turda.<sup>48</sup> Need of money but also his desire to reward his benefactor made Francisc Groza to pledge his inherited estates. Having conferred his relatives, he pledged his shares at Sacu, Czelen (disappeared), Morencz (disappeared), Ohaba Mătnic, Czernota (disappeared), and Măru to Sigismund Fiat who had helped him to protect his estates and had also supported others of his benefits, studies and various services (*beneficia, studia, multifariasque officia*). For 1,000 forints noble Fiat was given the proprietries, to his and his descendants' use up to their redemption moment (*usque videlicet tempus redemptionis*).<sup>49</sup> Such a large amount was certainly not for everyone to invest at one dash. The samples above are specific to the "investment" policy of the higher nobles in the area. Almost always they preferred to

<sup>44</sup> Feneșan, *Documente*, 59–60.

<sup>45</sup> *Ibid.*, 151–152.

<sup>46</sup> *Ibid.*, 146–147

<sup>47</sup> MNL OL, P 291 Gámán család levéltára, 1 tétel, f. 17. Annex 2.

<sup>48</sup> See footnote 21.

<sup>49</sup> MNL OL, P 990 Fiáth család levéltára, 1 csomó, f. 66.

invest their liquidities in immobile goods as a plot of land, a house or any other immobile good could be used and it provided money up to its redemption.

Pledges and debts were usual in the early pre-modern Banat, being part of the social and economic daily life. We might understand them as a phenomenon with major implications in the province life, which can illustrate more clearly how the nobiliary estates were lost or coagulated. Not a real economic activity is what they represent, but the circulation of money and of immobile capital within a geographically well delimited territory. In the last analysis I do believe that the prices in that area depended on the relation between those who offered the most of them in a financial deadlock and the ones who aspired to accumulate landed estates and, by that, a social capital. Further specific investigations in my opinion, as well as corroboration of such transactions with times of political and institutional lull, with calamities or wars, or with the situation in the whole Principality might offer a series of specific indicators on standard of living and prices in a borderland.

## ANNEXES

## 1

1579, the 29<sup>th</sup> of April, Caransebeş

Magyar Nemzeti Levéltár Országos Levéltára, P 1916 Sombory család levéltára, 2 csomó Gámán család, f. 12, original, paper, three seals in green wax bellow the text, partly dropped.

Ludovic Fiat and Nicholas Toth, castellans in Caransebeş, and the nobles' judge Peter Moise confirm that John Găman as a neighbour and a relative, took from John Josika the pledge of 190 forints that that one had from noble Balthazar Csulay for some years past.

Nos, Ludovicus Fiat et Nicolaus Tot, castellani, necnon Petrus Moses, iudices nobilium districtus Caransebeş, memorie commendamus tenore presentium significantes, quibus expedit universis, quod superioribus annis nobilis Ioannes Josika pro florenis centum et nonaginta quedam bona portiones videlicet possessionarias in possessionibus Mal, Glomboka et Rawna in districtu Byzere existentem habitas a nobili Balthazaro Chywla de eadem Chwla titulo pignoris infra tempus redemptionis comparuisset, hac conditione ut annuatim semper in festo Sancti Georgii hec ac redimendi potestatis facultatem. Sed quia egregius Georgius Gaman nunc sit vicinus iure vicinitatis tum vero iure consanguinitatis ipsum magis competere videatur iuxta legem regni iure coram nobis optinuisset. Ob id idem Georgius Gaman totam summam predictam nuncpe florenos centum et nonaginta eidem Ioanni Josika plene et integre persolvisset, portiones possessionarias prefatas nominatum vero Burul vocatum seniore et Petrum Burul unacum filio Michael similiter Burul, item Lazarem Burul, Radul et Ladislaum, filios providi condam Philippi in possessione Mal, item Martinum Marganul, Petrum et Michaelem Ztoykoni in possessione Glomboka, item duos Kratzun nominatos cognomine Ztoyka Kratzun et Petrum Kratzun in possessione Rawna, omnino in districtu Byzere existentem habitam, unacum pertinentium terris scilicet arabilibus, cultis et incultis, agris, pratis, campis, fenetis, sylvis, nemoribus, montibus, vallibus, vineis, vinearumque promonthoriis, aquis, fluviis, piscinis, piscaturis, aquarumque decursibus, molendinis et eorundem locis, generaliter vero quarumlibet utilitatum et pertinentium suarum integritatibus quocunque nominis vocabulo vocitatis, idem ipse Georgius Gaman sibi ipse accepisset. Scire coram nobis modo premissis, ut conditione eadem qua prefatus Joannes Josika tenuit, prememoratus Georgius Gaman ad se redenuit et in dominio earundem bonorum iuxta legem nostram intromisimus, harum nostrarum vigore et testimonio literarum medienate. Datum in civitate Caransebes die vigesimo nono Aprilis, anno Domini millesimo quingentesimo septuagesimo nono.

30<sup>th</sup> of November 1579, Alba Julia

MNL OL, P 291 Gámán család levéltára, 1 tétel, f. 17, original, paper, applied seal below the text, with protective paper.

The chapter house of Alba Julia confirms that Francisc Birta, also named Maciova, pledged to his relative George Gáman, for 500 forints in common coins, his estates in the district of Caransebeș.

Nos, requisitores literarum atque literalium instrumentorum in sacristia sive conservatorio ecclesie Albensis Transilvanie repositarum ac aliarum quarumlibet iudiciarum deliberationum legitimorumque mandatorum executores, memorie commendamus, tenore presentium significantes quibus expedit universis, quod egregius Franciscus Birta, alio nomine Maczowa dictus, coram nobis personaliter constitutus, matura prius intra se deliberatione prehabita, sponte et libere est confessus, pariterque retulit eomodo, quomodo ipse quimadvertisset et in arcano mentis sue diligenter secum precogitasset, qualiter ipse ob interfectionem necem nobilis iuvenis Stephani Chorchok de Karansebes (quam ipse malo quodam zelo imitatus ac ira percitus quoquomodo inconsideranter patrasset) ex hoc regno Transsilvanie aliquandiu decedere et exulare cogeretur, ut itaque interim ipse ob huiusmodi facinus, ne aliquam iacturam bonorum, rerumque suorum mobilium pateretur, totales et integras portiones suas possessionarias aviticas, ipsum optimo iure concenentes in possessionibus videlicet Machowa, Pesthere, Brebwl, Plugowa, Pwthna, Mezfalwa, Czeklen, Obressia et Bradwul, omnino in districtu Karansebes existentes habitas, nec non totalem et integram domum curiamque nobilitarem suam in eodem oppido Karansebes existentem extractam, una cum universis haereditatibus eiusdem et emolumentis quibuslibet, ad eandem domum, curiamque nobilitarem de iure et ab antiquo spectantibus et pertinere debentis nobili Georgio Gaman de discta Karansebes, affini suo charissimo, cum ex eo quod ipse affinitate et fraternitate coniunctorum et et propinquo sibi ipso Georgio Gaman neminem haberet, tum vero quod idem Georgius Gaman, tam in presenti extrema sua necessitate, quam etiam alias quodcumque dum videlicet ipse, per ipsum Franciscum Birta in suis arduis necessitatibus requisitus fuisset, promptitudinem animi sui, item auxilium et liberalitatem suam nunquam detraxisset, quin potius si quando ipsa necessitas postulasset, nunc paratis expensis, nunc vero equis generosis eidem presto subvenisset, ipsumque in omnibus egestatibus suis sublevasset, istis itaque inductis rationibus, praescriptas totales portiones suas possessionarias in dictis possessionibus et districtu Karansebes existentes habitas, necnon domum curiamque nobilitarem suam prescriptam, una cum annotatis hereditatibus et pertinentiis quibuslibet modo premissis, ad eandem domum curiamque de iure et ab antiquo spectantibus et pertinere debentis eidem Georgio Gaman, affini suo charissimo, in et pro summa quingentorum florenorum current[is et]<sup>1</sup> usualis moneta titulo pignoris dedisset, inscripsisset et obligasset, ea tamen conditione interiecta, ut si quando temporum in eventu idem

Franciscus Birtha, ex presenti sua calamitate et exilio eliberaretur, et eidem patrios lares vicissim ac libere repetere liceret, extunc idem Georgius Gaman eadem bona iuramque possessionarias avitica, nec non domum curiamque nobilitarem suam, eidem Francisco Byrtha, suisque heredibus et posteritatibus universis, absque ullo iuris strepitu, statim et de facto, reddere, remittere manibusque suis assignare debeat et teneatur. Sin vero (divino fato sic perordinantes) ipsum Franciscum Birtha in ista presenti sua calamitate et exilio quoquomodo absque aliquo heredum suorum solatio ab hac luce decedere contingeret, extunc eadem universa bona iuraque possessionaria avitica, nec non domus curiamque nobilitarem prescriptam aput manus eiusdem Georgii Gaman, affinis sui charissimi, pro prescripta summa quingentorum florenorum eadem titulo pignoris maneant et habeantur, quod si vero aliquis fratrum proximorum vel consanguineorum suorum, annotata bona, portionesque possessionarias, nec non domum curiamque nobilitarem, per lineam successionis virilem sexus, pro se rehabere et vindicare satageret, extunc huiusmodi fratres propinqui vel consanguinei sui, eandem bona iuraque sua avitica ac domum prescriptam, de manibus eiusdem Georgii Gaman et nobilis domine Catharinae Maczowa, consortis suae eliberare, auferre et emancipare nequaquam possint nec valeant modo aliquali, donec prius eidem Georgio Gaman vel dominae Catherinae Maczowa, consortis suae, heredibusque et posteritatibus suis universis, de et super prescripta summa quingentorum florenorum plenarie et effective satisfactum fuerit, pro ut dedit, inscripsit et et obligavit coram nobis. In cuius rei memoriam firmitatemque perpetuam presentes literas nostras, presenti sigillo huius capituli ecclesie Albensis Transilvaniae obligatas pertibus perlectis pro futura cautela iurium eorundem dedimus et emanari fecimus. datum feria secunda proxima ante festum beati Nicolai episcopi, anno domini millesimo quingentesimo septuagesimo nono.

1. Distorted part, completing according the sense.

### 3

1588, the 15<sup>th</sup> of November, Caransebeș

SJAN Cluj, Matskasi de Tincova's familial fund, box 6, fasc. XIX, nr. 614 (nowadays in medieval references collection), original, paper, three seals in green wax bellow the text.

John Simion and Nicholas Toth, castellans in Caransebeș, and the nobles' judge Ladislaus Lațug confirm that Nicholas Bucoșnița's four sons came in front of them as, for their urgent need, they pledged to noble Wolfgang Măcițaș their shares at Tincova, for 32 forints.

Nos, Ioannes Simon et Nicolaus Tot castellani et Ladislaus Laczugh, iudex nobilium districtus Caransebes, memorie commendamus per presentes, quod nobilis Ioannes, Stephanus, Georgius et Nicolaus Bokosnicza, filii egregii condam Nicolai similiter

Bokosniczya de Caransebes, nostram personaliter veniendo in praesentiam coram nobis sponte et libere sunt confessi et retulerunt in hunc modum, qualiter ipsi pro quibusdam suis necessitatibus ad presens valde urgentibus evitandis a nobili Volphgango Mazkassy de Tinkowa florenos triginta et duo imparatis et numeratis pecuniis levare coacti fuissent, pro quibus totales et integras portiones possessionarias in possessione predicta Tinkowa in comitatu Zeoreniensi et districtu Caransebes existentes habitas, unacum pertinentiis quibuslibet terris scilicet arabilibus, cultis et incultis, agris, pratis, campis, foenetis, sylvis, nemoribus, montibus, vallibus, vineis, vinearumque promon-thoriis, aquis, fluviis, piscinis, piscaturis, aquarumque decursibus, molendinis et eorundem locis, generaliter vero quarumlibet utilitatum et pertinentiarum suarum integritatibus quocunque nominis vocabulo vocitatis ac ad easdem portiones possessionarias de iure et ab antiquo spectantibus et pertinere debentibus sub suis veris metis et antiquis limitibus existentibus, idem Wolphgango Maczkassy de Tinkowa, praefato titulo pignoris infra tempus redemptionis dedissent et impignorassent, sicut coram nobis modo praemisso dederunt et impignoraverunt, harum nostrarum vigore et testimonio literarum mediante. Datum in civitate Caransebes die decima quinta mensis Novembris, anno Domini millesimo quingentesimo octuagesimo octavo.

## 4

1594, the 7<sup>th</sup> of April, Alba Julia

MNL OL, P 291 Gámán család levéltára, 1 tétel, f. 37, original, paper, seal in red wax bellow the text

Prince of Transylvania Sigismund Bathory let the interested ones know that Anna Baroniay wants to pledge her possessions in the district and the city of Caransebeş.

Sigismundus Bathory de Somlío, princeps Transylvaniae et Sicularum comes etc., egregiis nobilibus Michaeli Vayda et Nicolao Flore, castellanis et iudicis nobilium districtus Karansebes, item Ioanni Angyalos, altero Ioanni Radnothy, tertio Ioanni Kibedi, Michaeli Angyalos, Nicolao Thasnadi et Paulo Gyarmathy, notariis et scribis desis nostrae iudiciariae de curia missis, salutem et favorem. Exponitur nobis in persona generosae dominae Annae, filiae egregii quondam Nicolai Baranyay, consortis vero egregii Gasparis Barthakowyth de Adamos, qualiter eadem exponens totales et integras portiones suas possessionarias in civitate Karansebes ac possessionibus Machyowa, Pestere, Obresia in comitatu Zeoriniensi et districtu predicto karansebes existentibus habitas, simul cum cunctis suis utilitatibus et pertinentiis quibuslibet, quovis nominibus vocabulo vocitatis, certis et rationabilibus de causis iis quibus posset usque tempus redemptionis titulo pignoris possidendas a se abalienare vellet. Et ob hoc vellet eadem exponens nobiles Ladislaum Laczwgh de dicta Karansebes ac dominas Georgii Gaman de Kalowa, Francisci Lazar de prefata Karansebes, item Michaelis Macyowa et Ioannis Mykla de Lachyowa consortes, necnon relictam nobilis quondam



Nicolai Pobora de Zavoy, reliquosque fratres, sorores ac consanguineos suos, vicinos item et commetaneos praetactas portiones possessionarias premissis iure impignoratitio ad se se recipiendo, medio vestri legitime ammoneri facere, iure admittente. Proinde committimus vobis et mandamus harum serie firmiter, ut acceptis presentibus, statim simul vel duo vestrum, sub onere aliter in talibus observari solitis, erga annotatos Ladislaum Laczwegh, prefatasque dominas dominas, fratres item sorores et consanguineos ipsius exponentis, vicinosque et commetaneos pretactarum civitatis Karansebes ac possessionum Machyowa, Pestere et Obresia, in predicto comitatu Zeoreniensi et districtu Karansebes existentium habitatum, cum presentibus accedendo, qui si personaliter reperiri poterunt eosdem ibidem personaliter, alioqui de domibus habitationum sive solitis eorundem residentiis ammoneatis eosdem, dicatisque et committatis eisdem verbo nostro, ut ipsi pretactas portiones possessionarias annotatae exponentis civitate et possessionibus in prescriptis existentibus habitas, simulcum cunctis suis utilitatibus et pertinentiis quibuslibet, titulo pignoris ad se se recipere usque tempus redemptionis debeant et teneantur, qui si fecerint benequidem, alioqui eadem exponens easdem iis, quibus poterit, titulo pignoris usque tempus redemptionis possidendas obligare et abalienare possit et valeat. Et post haec, vos quicquid iidem ad premissam ammonitionem vestram dixerint, fecerint vel responderint, nobis fide vestra mediante referre et rescribere modis omnibus debeatis et teneamini. Secus non facturi, presentibus perlecris exhibenti restituti. Datum Albae Iuliae feria secunda proxima post festum beate Dorotheae virginis, anno Domini millesimo quingentesimo nonagesimo quarto.

## 5

1594, the 11<sup>th</sup> of February, Alba Julia

MNL OL, P 1916 Sombory család levéltára, 2 csomó: Gámán család, f. 25, original, paper broken here and there, final seal on back.

The chapter house of Alba Julia confirms that Anna Baroniay pledged her estates in the district and city of Caransebeş for 1,500 forints, to cover the debts his husband made while he had been managing the Salt chamber in Turda.

Nos, requisitores literarum et literalium instrumentorum in sacristia sive conservatorio capituli ecclesiae Albesnsis Transilvaniae repositarum ac aliarum quarumlibet iudiciarum deliberationum et legitimorum mandatores illustrissimi principis Transilvaniae executores, damus pro memoria per presentes, quod egregii Georgius Gaman de Kalowa pro se ac pro generosa domina Catherina Berta, consorte suae et Franciscus Lazar de Caransebes pro se et pro generosa domina Helena Pobora, consorte sua, ab una, parte vero ab altera generosa domina Anna Baronyay consors egregii Gasparis Bartakowit de Adamos pro se, coram nobis personaliter constituti, eadem Anna Baronyay, matura prius intra se deliberatione praehabita, sponte et libere oraculo vivae vocis suae, fassa est et retulit in hunc modum, quomodo ipsa cum

propterea, quod bona et iura sua possessionaria in districtu Karansebes habita, longe dissita forent, a reliqui iuribus suis possessionariis, tum vero propter debitum praefati Gasparis Bartakowit, mariti sui, qui in administratione officii salis camarae Tordensis, cui praefuerat, ratione supputata mille quingentis florenis illustrissimo domino, domino Sigismundo Bathory de Somlio, principi Transylvaniae et Siculorum comiti etc. domino nostro clementissimo, debitor mansisset, quam summam persolvere deberet, totales portiones suas possessionarias in possessionibus Machowa cum domo et curia nobilitari ibidem habita, Also et Felso Pestere et Also Obresia vocatis, necnon totalem et integrum fundum domus et curiae nobilitaris in theatro civitatis Karansebes, intra moenia et vicinitatibus domorum ab una alias nobilis dominae Dorothea Bolcz, nunc Petri Kriczoway, ab altera partibus nobilis dominae Veronice Machoway, [re]lictæ<sup>1</sup> nobilis quondam Nicolai Pobora, item dimidiam partem molendini unius rotæ subtus voluentis super fluvium Sebes in territorio seu fine plateae dictæ civi[tatis]<sup>1</sup> Karan[sebes]<sup>1</sup> Chermuran decurentis inter molendinae a superiori parte relictæ quondam Ioannis Pribek, ab inferiori parte Barbarae consortis egregii Ioannis Logoffet constructi, vulgo Machovai Molna dicti, omnino in districtu Karansebes et comitatu Zeorensi existentibus habitas, simul cum cunctis suis utilitatibus et pertinentiis quibuslibet, terris scilicet arabilibus, cultis et incultis, agris, pratis, pascuis, campis, foenetis, silvis, nemoribus, montibus, vallibus, vineis, vinearumque promontoriis, aquis, fluviis, piscinis, piscaturis, aquarumque decursibus, molendinis et eorundem locis, generaliter vero quarumlibet utilitatum et pertinentiarum suarum integritatibus, quovis nominis vocabulo vocitatis, ad easdem portiones possessionarias, domum et curiam nobilitarem, fundum molendinumque praescriptum de iure et ab antiquo spectantibus et pertinere debentibus, sub suis veris metis et antiquis limitibus existentibus, praefatis Georgio Gaman, Francisco Lazar, dominabus Catherinae Bertha et Helenae Pobora, ipsorumque heredibus et posteritatibus utriusque sexus universis, in et pro summa mille quingentorum florenorum hungaricalium currentis et usualis monetae, per dictos Georgium Gamam et Franciscum Lazar, nominibus quorum supra, coram nobis depositorum, ac per annotatam dominam Annam Baroniay plene et integre ad se levatorum et perceptorum infra tempus redemptionis ea lege et conditione inscripsisset et impignorasset, pro ut inscripsit et impignoravit coram nobis, quod si quando annotata domina Anna Baroniay, vel ipsius haeredes et posteritates utriusque sexus universae ad se redimere voluerit, in solius suae rationem, possint redimere non autem in aliorum rationem, hoc tamen per expressum declarato, quod quando-cumque eadem domina Anna Baroniay, ipsiusque haeredes et posteritates utriusque sexus universae, ad redimere voluerint, teneantur eisdem annotati Georgius gaman, Franciscus Lazar, Catherina Berta et Helena Pobora, ipsorumque haeredes et posteritates utriusque sexus universi, mox et de facto, circa omnem iuris strepitum reddere, remittere et resignare sub amissione perpetua praefatae summae mille quingentorum florenorum et amissa quoque eadem summa praescripta, nichilominus etiam eadem iura possessionaria praedeclarata impignoraticia, eadem Anna Baroniay, vel ipsius haeredes et posteritates utriusque sexus universae, vigore saltem praesentium pro se se occupandi et perpetuo possidendi habeant potestatis facultatem, co[ntradiction]e<sup>1</sup>,

inhibitione, repulsione et aliis iuridicis remediis observare non va[lentibus, ta]men<sup>1</sup> nichilominus dicta domina Anna Baroniay praefatos Georgium Gaman, Franciscum Lazar, dominas Catherinam Bertha et Helenam Pobora, ipsorumque haeredes et posteritates utriusque sexus universos, contra egregium Franciscum Fiat de Karansebes et nobilem dominam Barbaram Gyurma, primum relictam egregii Nicolai Mixa, nunc consortem Francisci Fiat praedicti, et liberos eiusdem Stephanum et Georgius Mixa, omnino de dicta Karansebes, tamquam legitimos impeditores, turbatores et actores in pacifico et quieto dominio praescriptarum portionum possessionariarum, domus et curiae nobilitaris, fundi molendinique ac cunctarum pertinentiarum praetactarum, propriis suis laboribus, cura fatigiis et expensis tuere, protegere ac defensando conservare, ea lege et conditione annexa, quod si contra eosdem impeditores et actores defendere nollet, non posset aut non curaret quovismodo, extunc dictam summam mille quingentorum florenorum paratis pecuniis, dictis Georgio Gaman, Francisco Lazar, Catherinae Berta et Helenae Pobora, ipsorumque haeredibus et posteritatibus utriusque sexus universis reddere et refundere, eadem domina Anna Baroniay debeat et teneatur ipso facto, harum nostrarum vigore et testimonio literarum mediante. Datum feria sexta proxima post festum beatae Dorotheae virginis, anno Domini millesimo quingentesimo nonagesimo quarto.

*Pe verso:* Molaendinum. Bartakovit Gaspar felesege Barianiay Anna keotes levele Macziovarol, Also, Felso Pesteröl, az udvarhazröl es malomreol pro florenis ezer eot zaz.

1. Distorted part, completing according the sense.

## 6

1624, 4<sup>th</sup> of July

MNL OL, E 148 Neo Registrata Acta, fasc. 1821, nr. 38; abbreviated transumpt in one document of Alba Julia chapter house from 1757.

The chapter house of Alba Julia confirms that Michael Marin from Caransebeş let her wife Catherine Giurma the estates of Slatina and Feneş, of 1,300 forints on the account of pledging for 175 forints her possession Borlova and her dowry.

Anno Domini 1624, die 4 Iulii egregius Michael Mari de Karansebes nostram personam liter veniens in praesentiam, oneribus, totales et integras portiones suas possessionarias in possessionibus Zlatina, Fenes in et pro mille trecentis florenis legavit uxori suae Catharinae Gyurma, propterea quod, idem dominus Michaelis Mari magnam pecuniae summam, quae uxori suae praeuisset, in res suas convertisset, portionemque Barlova impignorasset 100 et 75 florenis domino Georgio Gyurma, aliasque vestes et domus, clenodia abalienasset, nullum ius nullamque iuris et domini proprietatem abalienavit,

ita ut non possint etiam fratres carnales bona illa praescripta pro se rehabere, nisi depositis mille illis trecentis florenis, qui legare possit, in ea summa, cuicumque voluerit.

## ZĂLOGIRI ȘI DATORII. VALOAREA BUNURILOR ÎN BANATUL SECOLELOR XVI–XVII

### *Rezumat*

Banatul epocii moderne timpurii rămâne în continuare un câmp de investigație interesant, destul puțin cunoscut în istoriografie. Zălogirile și datoriile reflectă istoria prețurilor și funcționarea pieței imobiliare în epoca secolelor XVI–XVII. În Banat, cei implicați în tranzacțiile respective au fost în mare măsură membrii elitei nobiliare, singurii care aveau suficienți bani pentru a fi investiți. Prețurile în epocă au fost dictate de condițiile particulare ale fiecărei tranzacții, nobilimea fiind interesată să investească în proprietăți aflate în vecinătatea celor deja deținute. În comparație cu proprietățile funciare, prețul componentei umane, al iobagilor spre exemplu, nu a cunoscut mari oscilații. Dincolo de importanța financiară și economică în general, zălogirile și datoriile oferă indicii în înțelegerea mentalității elitelor, a modului cum s-au coagulat ori destrămat proprietățile în epoca modernă timpurie.