



MOGIŁA—A CASE STUDY OF THE CREDIT ACTIVITY OF A CISTERCIAN MONASTERY IN THE MEDIEVAL DIOCESE OF CRACOW

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Introduction

The first Cistercian monks appeared in Poland during the period of the most dynamic development of the order in Europe, that is, the 1140s. It is possible to see two phases of the order's implementation in Poland: from the 1140s to 1195, and from ca. 1210 to 1300–1372. The Cistercian abbeys of Little Poland were founded in the following years: Jędrzejów in 1149, Sulejów in 1177, Wąchock in 1179, Koprzywnica in 1185, Mogiła in 1222, and Szczyrzyc in 1239.¹ With regard to some general features of the economic development of Cistercian monasteries, in most cases their early benefices comprised not only land, but also already-existing villages, as well as various other kinds of incomes. Until the mid-thirteenth century the most important way of extending monastic property was through donations. In the second half of this century, exchanges played an increasing role in consolidating property, and in the first half of the fourteenth century the role of purchases of land property rose considerably. Moreover, as early as at the beginning of the thirteenth century, settlement processes in the monastic estates began to intensify. Apart from agriculture, monastic involvement played an important role in urban economy, such as salt mining and the salt trade, establishment or acquisition of trade stalls in towns, and the development of monastic handicrafts.²

¹ Andrzej Marek Wyrwa, "Powstanie zakonu cystersów i jego rozwój na ziemiach polskich w średniowieczu" (The origin of the Cistercian Order and its development in the Polish lands in the Middle Ages), in *Monasticon Cisterciense Poloniae 1, Dzieje i kultura męskich klasztorów cysterskich na ziemiach polskich i dawnej Rzeczypospolitej od średniowiecza do czasów współczesnych* (History and culture of male Cistercian monasteries in the Polish lands and the old Republic from the Middle Ages until the present), ed. Andrzej Marek Wyrwa, Jerzy Strzelczyk, and Krzysztof Kaczmarczyk, 37–39 (Poznań: Wydawnictwo Poznańskie, 1999).

² Józef Dobosz, Andrzej Marek Wyrwa, "Działalność gospodarcza cystersów na ziemiach polskich—zarys problemu" (The economic activity of the Cistercians in the Polish lands—an outline), in *Monasticon 1*, 189–212. See also Volume 2 of *Monasticon*



Grzegorz Żabiński

Cistercian credit involvement in the diocese of Cracow has already been dealt with earlier,³ where it was possible to present only the most basic remarks without pursuing deeper implications. This paper aims to fill this gap. The monastery of Mogiła was selected as a case study which is intended to demonstrate that although the credit activity of this monastery had some particular features, it also had parallels in both the region of Cracow and in the general European context. Because of the enormous amount of scholarship mentioning credit operations of "rural" monasteries, only those references considered the most informative were selected.⁴

Credit Operations of the Clergy in the Medieval Diocese of Cracow⁵

Clerical credit involvement in the diocese can be divided into two periods: from 1251 (the oldest known record) to 1399, and from 1400 to 1497 (the last known record in the fifteenth century). In the first period liens were the most important

(Poznań: Wydawnictwo Poznańskie, 2000), for a brief overview of the history and economic activity of particular monasteries and extensive bibliographical references.

³ Grzegorz Żabiński, "Credit Activity of the Catholic Church in the Medieval Diocese of Cracow," MA thesis, Budapest: Central European University, 2000. (hereafter: Żabiński) The present paper is a part of author's research on a comparative social and economic history of the Cistercian monasteries of Mogiła and Henryków (Silesia).

⁴ Ernst Sackur, "Beiträge zur Wirtschaftsgeschichte französischen und lothringischen Klöster im 10. und 11. Jahrhundert," *Zeitschrift für Sozial- und Wirtschaftsgeschichte* 1 (1893): 154–190; E. Allix and R. Génestal, "Les opérations financières de l'abbaye de Troarn, du XIe au XIVe siècle," *Vierteljahrschrift für Sozial- und Wirtschaftsgeschichte* 2 (1904): 616–640; among numerous general works mentioning the question of Cistercian economy and credit activity see: Michael M. Postan, ed., *The Cambridge Economic History of Europe*, vol. 1, *The Agrarian Life of the Middle Ages* (Cambridge: Cambridge University Press, 1963); Wolfgang Ribbe, "Die Wirtschaftstätigkeit der Zisterzienser im Mittelalter: Agrarwirtschaft," in *Die Zisterzienser. Ordensleben zwischen Ideal und Wirklichkeit. Katalog zur Ausstellung des Landschaftsverbandes Rheinland*, Rheinisches Museumsamt, Brauweiler. Schriften des Rheinischen Museumsamtes 10, ed. Kaspar Elm (Cologne: Rheinland Verlag, 1981 hereafter: *Die Zisterzienser*), 203–215; Winfried Schich, "Die Wirtschaftstätigkeit der Zisterzienser im Mittelalter: Handel und Gewerbe," in *Die Zisterzienser*, 217–236; Constance H. Berman, "Land acquisition and the use of the mortgage contract by the Cistercians of Berdoues," *Speculum* 57.2 (1982): 250–266.

⁵ Here only a general analysis of clerical participation in credit operations in the diocese is presented. More detailed definitions and figures (presented in tables) are to be found in the appendix.



Mogila—Credit Activity of a Cistercian Monastery

credit form for both clerical creditors and debtors.⁶ This was related to the dominant group of clerical participants (rural monasteries) and to the mainly rural character of the economy at that time.⁷ In the fifteenth century rent purchases and liens (royal inscriptions) prevailed, which was related to the role of kings and town councils as the chief customers of ecclesiastical credit. As regards clerical debts, liens retained their leading role.⁸

In the first period the main creditors were rural monasteries and the second most prominent participants were urban monasteries. The chief customers of clerical credit were the nobility and Cracow burghers. The dominance of rural monasteries is also visible in their own money-borrowing activities. There was a clear difference between the orders as monastic creditors and debtors. The chief creditors of clerical debtors were nobility and the cathedral chapter of Cracow.⁹ Such a *status quo* fits well into a general European pattern.¹⁰

In the fifteenth century the most important creditors were urban clergy and the credit share of rural monasteries fell, although the volume of money of rural monasteries was similar in absolute terms. This can be related to the structure of customers of clerical credit—the most important were rulers (chiefly kings of Poland) and town councils (mainly the Cracow town council).

⁶ For clerical creditors it was 44.9% of the total volume, and for debtors 68.1%, Żabiński, 21.

⁷ For other regions see: Markus Bittmann, "Kreditwirtschaft und Finanzierungsmethoden. Studien zu den wirtschaftlichen Verhältnissen des Adels im westlichen Bodenseeraum 1300–1500," *Vierteljahrsschrift für Wirtschafts- und Sozialgeschichte*, Beiheft 99 (Stuttgart: Franz Steiner Verlag, 1991), 223–224; Bogdan Lesiński, *Kupno renty w średniowiecznej Polsce: Na tle ówczesnej doktryny i praktyki zachodnioeuropejskiej*. (Purchases of rent in medieval Poland: against the background of contemporary Western European doctrine and practice), Uniwersytet im. Adama Mickiewicza w Poznaniu, Prace Wydziału Prawa 23. (Poznań: Powielarnia i Introligatornia Uniwersytetu im. Adama Mickiewicza w Poznaniu, 1966), 244–251.

⁸ For clerical creditors the proportion of rent purchases was 63.8%, and liens-royal inscriptions was 23.7%. For clerical debtors the share of liens was 52.2% versus 28.5% of rent purchase volume, Żabiński, 23.

⁹ Żabiński, 24–25. The percentage of rural monasteries was 44.8%, versus 19% for the Cracow cathedral chapter. The proportion of nobility as debtors was 42.9% and Cracow burghers represented 20.7%. The proportion of rural monasteries as debtors was 36.9% and urban monasteries was 24.1%. The proportion of nobility as creditors of clerical debtors was 41.2% and the cathedral chapter of Cracow was 16.6%.

¹⁰ Alix and Génestal, 617–640; Sackur, 164–168; Postan, 299–300.



Grzegorz Żabiński

Nobility was the third most important party.¹¹ The chief clerical debtors were still rural monasteries (their indebtedness in absolute figures remained similar as well), and the cathedral chapter of Cracow. The chief creditors of clerical debtors were nobility, altarists, and Cracow burghers—this confirms the creditor-debtor relationship of the nobility and rural monasteries visible in the previous period.¹²

Cistercian Credit Involvement in the Medieval Diocese of Cracow¹³

In the first period the Miechów monastery of God's Grave gave the highest sum of loans, although the total of the Cistercians was also high; moreover, the monastery had the most diversified customers, while the Cistercians concentrated only on the nobility.¹⁴ The credit activities of other "rural" orders were small. For monastic indebtedness, the institutions with the highest volume of credit given were the least indebted and *vice versa* (Miechów, Mogiła, Jędrzejów, Koprzywnica versus Wąchock). Several monastic institutions that borrowed money were not creditors at all.

Apart from differences in the total volume of loans, particular Cistercian monasteries show similarities such as the size of sums lent. Their customers

¹¹ The percentages of particular clerical creditors were the following: altarists/mansioners 21.9%, bishops of Cracow 19%, hospitals 12.7%, urban priests 11.1%, urban monasteries 9.4%, rural monasteries 2.9%. The proportion of debtors to clerical credit is as follows: rulers 46.8%, town councils 30%, nobility 18%, see Żabiński, 26–27.

¹² For main clerical debtors the figures are the following: rural monasteries 32.3%, the cathedral chapter of Cracow 29%; for creditors of clerical debtors—nobility 50.5%, altarists 18.2%, and Cracow burghers 10.4%, Żabiński, 27–28.

¹³ Due to space limitations, it is not possible to present a detailed analysis here of non-Cistercian participants—they are referred to in a general way only. Relevant tables may be found in the appendix.

¹⁴ Hipolit Sereżyński, "Uposażenie klasztoru cystersów w Mogile" (Land estate of the Cistercian monastery of Mogiła), in *Monografia opactwa cystersów we wsi Mogiła* (Monograph of the Cistercian abbey in the village of Mogiła) (Cracow: Towarzystwo Naukowe Krakowskie, Drukarnia Uniwersytetu Jagiellońskiego, 1867), 75–77; Zofia Kozłowska-Budkowa and Stanisław Szczur, "Dzieje opactwa cystersów w Koprzywnicy do końca XIV wieku" (A history of the Cistercian abbey in Koprzywnica to the end of the fourteenth century), *Nasza Przyszłość* 60 (1983): 49–51; Mieczysław Niwiński, "Opactwo cystersów w Wąchocku. Fundacja i dzieje uposażenia do końca wieków średnich" (The Cistercian abbey in Wąchock: Foundation and development of land estates to the end of the Middle Ages), in *Rozprawy Polskiej Akademii Umiejętności. Wydział Historyczno-Filozoficzny* 2.43.68 (Cracow: Wydawnictwa Akademii Umiejętności, 1932), 59.



Mogila—Credit Activity of a Cistercian Monastery

were noblemen—of special interest is the case of Mogila's loan to a ruler, discussed in detail below. One can see the relations: liens—higher sums, simple loans—lower sums. For Cistercian indebtedness, one notices the exclusive presence of liens, and the predominance of noble creditors, save one example of a burgher's loan to Koprzywnica.

In the fifteenth century the role of rural factors fell both with regard to the proportion and the absolute figures. An almost total lack of loans from urban monasteries to burghers is quite surprising, but probably due to bias in the sources used here.¹⁵ Instead, one notices the predominance of the chief debtors of this century—the king and the town council of Cracow.¹⁶

The rural monasteries did not apply new forms of credit,¹⁷ nor did they take advantage of opportunities caused by the appearance of new debtors. Mogila might have been an exception on account of the presence of *Wiederkauf* and a rent purchase; however, the latter is probably related to the burgher debtor, and the former cannot be seen as typical.¹⁸ One does not see greater differences between the size of credit sums given by Cistercian monasteries except Jędrzejów, which appears only once as creditor.

The volume of Cistercian credit fell double (i.e., decreased twice) and some monasteries retreated from the market (Wąchock, Sulejów). Although some creditors already present in the previous period enlarged their volume

¹⁵ For agreements of Great Poland Dominicans with local burghers see Jacek Wiesiołowski, "Dominikanie w miastach wielkopolskich w okresie średniowiecza" (Dominicans in Great Polish towns in the Middle Ages), in *Studia nad historią dominikanów w Polsce 1222–1972* (Studies on the history of the Dominicans in Poland 1222–1972) 1, ed. Jerzy Kłoczowski (Warsaw: Wydawnictwo Polskiej Prowincji Dominikanów, 1975), 217–218, Zofia Wojciechowska, "Akta klasztoru dominikanów w Poznaniu" (Records of the Dominican monastery in Poznań), *Poznański Rocznik Archiwalno-Historyczny* 1 (1993): 42–46; Lesiński, Kupno, 178.

¹⁶ Franciszek Piekosiński, ed. *Codex diplomaticus civitatis Cracoviensis 1257–1506 (CDCC)*. Vol. 4. Monumenta Medii Aevi Historica res gestas Poloniae illustrantia 7. Wydawnictwa Komisji Historycznej Akademii Umiejętności w Krakowie 24. (Cracow: Drukarnia "Czasu"), 1882. No. 534: 670–671, No. 537: 672–673, No. 557: 683, No. 560: 684, No. 561: 685, No. 564: 686, No. 565: 686–687, No. 566: 685, No. 588: 699–700, No. 597: 704.

¹⁷ On the contrary, Silesian Cistercians did not hesitate to apply rent contracts; Stanisław Rybandt, *Średniowieczne opactwo cysterskie w Rudach* (The medieval Cistercian abbey in Rudy), *Prace Wrocławskiego Towarzystwa Naukowego A.195* (Wrocław: Zakład Narodowy im. Ossolińskich, 1977), 35.

¹⁸ Eugeniusz Janota, ed. *Diplomata monasterii Clarae Tumbae prope Cracoviam (DMCT)*. (Cracow: Nakładem C.K. Towarzystwa Naukowego Krakowskiego, Drukarnia C.K. Uniwersytetu Jagiellońskiego), 1865, No. 143: 141–142, Seredyński, 78.



Grzegorz Żabiński

(Koprzywnica), they could not balance the general decrease. The level of indebtedness of Koprzywnica decreased, too; as did that of Szczyrzyc, while Mogiła was not present at all as a debtor. In general, the Cistercians' indebtedness fell almost five times, which confirms the thesis about the order's withdrawal from the credit market.

The next issue is the relation between the level of credit given and/or taken and estimated monastic annual revenues. In order to estimate these revenues, fourteenth century papal estimations were applied—however, they were made on a quite approximate basis and the actual revenues could be three or even more times higher.¹⁹ As can be seen, there is a direct proportion between the amount of credit given and the income of a given monastery.

Table 1. Volume of credit given and/or taken by particular Cistercian monasteries against their revenues, until 1400

Monastery	Total Volume of Credit Given in <i>trophes</i>	Total Volume of Credit Taken in <i>trophes</i>	Estimated Income in Marks, 1325–1327 (in parentheses: multiplied by 3)	Estimated Income (multiplied) in <i>trophes</i>
Mogiła	114 699	2 881	145 marks (435) 1325–1327	245 775
Jędrzejów	63 182	–	100 marks (300) 1325–1327	169 500
Koprzywnica	36 154	12 805	90 marks (270) 1325–1327	152 250
Wąchock	14 446	20 956	85 marks (255) 1325–1327	144 075
Sulejów	Unknown		–	–
Szczyrzyc	–	11 186	41 marks (123) 1325–1327	69 495

Source: for monastic loans and debts—as in the tables in the Appendix; for the taxation: Dudziak, Płatnicy, 58; id. *Dziesięcina papieska w Polsce średniowiecznej* (Papal tithes in medieval Poland), *Rozprawy Wydziału Teologiczno-Kanonicznego* 31, (Lublin: Towarzystwo Naukowe Katolickiego Uniwersytetu Lubelskiego, 1974), 191.

¹⁹ Marek Daniel Kowalski, *Uposażenie krakowskiej kapituły katedralnej w średniowieczu* (The Cracow cathedral chapter benefices in the Middle Ages), (Cracow: Societas Vistulana, 2000), 158; also Jan Dudziak, "Płatnicy i płatności annat papieskich w Polsce" (Payers and payments of papal annates in Poland), *Roczniki Teologiczno-Kanoniczne* 9.1 (1962): 58–60. It is impossible to calculate monastic revenues from *Liber Beneficiorum Dioecesis Cracoviensis* by Jan Długosz (in: *Joanni Długosz Opera Omnia* 9, Tomus III *Monasteria*, ed. Aleksander Przeździecki, Cracoviae: Kirchmaier, 1864), as it is incomplete with regard to monasteries.



Mogiła—Credit Activity of a Cistercian Monastery

Detailed Analysis of Mogiła's Credit Activity

The first case reveals the political background of a credit arrangement. It concerns the loan of 150 marks silver to Henry IV Probus, Duke of Silesia, Cracow, and Sandomierz between 1288 and 1290. Its details are obscure, known from the charter of 22 December 1291 of Wenceslas II, King of Bohemia, Duke of Cracow and Sandomierz. Wenceslas states that he was reminded by Abbot Theodoric of Mogiła of the obligation for this sum due from Henry. The king declares that in order to reimburse Henry's debt (called *carissimus consanguineus noster*), and for the salvation of his own soul, he grants the monks 50 hides of land, to be held on the same terms as other monastic estates.²⁰

The loan to Henry and the assumption of his debt by Wenceslas are to be seen against the background of the struggle for the Cracow throne in the thirteenth century, in which dukes of Silesia played a considerable role. Their claims were taken over by Wenceslas after the death of Henry (1290). It has been remarked in previous scholarship that the loan to Henry may be seen as support for his claims and an attempt to gain his favour; the fact that Wenceslas assumed his debt can be interpreted as an attempt to obtain monastic support.

Firstly, several grants by Silesian dukes to Mogiła are known—they were issued when these dukes were also Dukes of Cracow; thus, one may infer that they considered Mogiła (founded from the Silesian motherhouse Leubus) a natural ally to support their claims.²¹ This assumption is also supported by the

²⁰ *DMCT*, No. 40: 32; Seredyński, 76.

²¹ A tax liberation of the monastic village Prandocin in 1235 by Henry the Bearded, Duke of Silesia and Cracow, is known, *DMCT*, No. 13:11; *Schlesisches Urkundenbuch (SU)* 2. ed. Winfried Irgang. (Vienna, Cologne and Graz: Böhlau, 1977), No. 106: 72–73; Konstanty Górski, "Ród Odrowążów w wiekach średnich" (The Odrowąż kin group in the Middle Ages). *Rocznik Polskiego Towarzystwa Heraldycznego we Lwowie* 8 (1926–27): 21; There is a mention that the church in Prandocin was fortified during the war for Cracow of Henryk against Konrad Duke of Masovia, *Kronika Boguchwała i Godysława Paska* (Chronicle of Boguchwał). In: *MPH* 2. ed. August Bielowski. (Cracow: Nakładem Akademii Umiejętności, 1872), 556—it is inferred that the fortification was done by Henryk in 1231 (although it cannot be excluded that it was done by Konrad in 1234), see Benedykt Zientara, *Henryk Brodaty i jego czasy* (Henryk the Bearded and his times) (2nd ed. Warsaw: TRIO, 1997), 263, 268. Another grant of Henry is known from 1238, *DMCT*, No. 15: 12; *SU* 2, No. 145: 94; Seredyński, 76; a confirmation charter from 1239, *DMCT*, No.17:13; *SU* 2, No. 168: 108–109; Seredyński, 76; Wenceslas was also generous to Mogiła: on 24 December 1291 he confirmed a forged charter of Leszek the White, Duke of Cracow, concerning liberations for Mogiła, *DMCT*, No. 4: 4–5; and in 1291 he granted Mogiła with the German law for some monastic villages, *DMCT*, No.



Grzegorz Żabiński

contacts between Mogiła and John Muskata, bishop of Cracow, one of the chief partisans of Wenceslas (the captain of Cracow on his behalf) and the zealous enemy of Duke Władisław Łokietek (later the King of Poland).²² Muskata, imprisoned by Łokietek for a period of time, died on 7 February 1320 and was buried in Mogiła. The burial of the king's chief opponent, although Muskata and Łokietek were reconciled before Muskata's death, can be seen as a clear demonstration of Mogiła's political sympathy.²³

The next case may be seen as an example of using mortgage contracts to extend monastic estates. On 20 July 1323, a knight Mikołaj, son of Henryk Borusz, *scoltetus* (village mayor) of the monastic village Prandocin, borrowed 42 marks *grossorum Pragensium* from Mogiła. The loan was secured on six free hides of Mikołaj in Prandocin, his meadow in Kacice (close to Prandocin and a part

42: 33–34, No. 43: 34; *SU* 6. ed Winfried Irgang. (Cologne, Weimar and Vienna: Böhlau, 1998), No. 173: 139–140; Sereżyński, 76.

²² In 1300 the bishop granted tithes to Mogiła, *DMCT*, No. 44: 34–35; Sereżyński, 77 (with an erroneous date).

²³ *Kalendarz katedry krakowskiej* (The calendar of the Cracow cathedral). In: *MPH* 2, 912; the new edition in *MPH* seria nova. *Pomniki dziejowe Polski* 5. ed. Zofia Kozłowska-Budkowa. (Warsaw: PWN, 1978), 122; *Katalogi biskupów krakowskich* (Catalogues of the bishops of Cracow). In: *MPH* 3. ed. Wojciech Kętrzyński. (Lwów: w Komisie Księgarni Gubrynowicza i Schmidta, 1878), 366; the new edition in *MPH* seria nova. *Pomniki dziejowe Polski* 10.2. ed. Józef Szymański. (Warsaw: PWN, 1973), 65, 101, 114, 185. No charter of Łokietek for Mogiła is known—but in 1308 he issued privilege charters for the Cistercians of Jędrzejów, Koprzywnica, Wąchock, Szczyrzyc and Sulejów, Franciszek Piekosiński, ed., *Codex Diplomaticus Poloniae Minoris (CDPM)*. Vol. 1 (*Monumenta Mediae Aevi Historica res gestas Poloniae illustrantia* 3. Wydawnictwa Komisji Historycznej Akademii Umiejętności w Krakowie 9. (Cracow: Drukarnia Leona Paszkowskiego, 1878), No. 545: 212–213, No. 546: 213–215, *Codex diplomaticus Poloniae ... ab antiquissimis inde temporibus usque ad a. 1506 (CDP)*. Vol. 3, eds. Antoni Muczkowski and Leon Ryszczewski. (Warsaw: Drukarnia pod firmą "Gazety Codziennej", 1858), No. 74: 171–174. Thus, Mogiła was the only Cistercian monastery in the diocese that was granted no privileges by this duke. This speaks for itself. Moreover, I have not found to date any charters of Silesian dukes or Wenceslas issued for any other Cistercian monastery in the diocese than Mogiła during the time of their rule in Cracow. For a general overview of the monastery's political orientation in this period and for an extensive list of references see a recent work of Maciej Zdanek, "Proces implantacji opactwa cystersów w Mogile" (The process of implanting the Cistercian abbey in Mogiła), *Nasza Przyszłość* 96 (2001): 515–549: contacts with Henry the Bearded, 518–519, loan to Henry the Pious, relations to Wenceslas and Jan Muskata, 533, 537–541. Of interest is the remark about an absence of the abbot of Mogiła on the coronation of Łokietek in 1320, 543 (note 126); and on the lack of donations of this ruler for this monastery, 543–544.



Mogila—Credit Activity of a Cistercian Monastery

of the estate), and a sixth denar of judicial fines, i.e., on a part of Mikołaj's benefices as mayor. Mikołaj conceded the profits from the lien voluntarily to Mogiła *suae volens providere salutem, in suae animae remedium suorumque progenitorum*, which may be considered as securing the arrangement against possible accusations of usury. Mikołaj had the right to freely redeem the lien.²⁴ As regards the aims of this arrangement, on 12 October 1334 King Casimir confirmed the sale of the mayor's office in Prandocin by Mikołaj to Mogiła for 410 Marks. The office's benefices were 13 free hides, a mill, and taverns. According to the agreement, Mikołaj was to keep the use of two hides for two years; at that time the abbot was to pay that price and Mikołaj was to redeem other estates pledged by him (he was probably still unable to redeem the pledge from 1323). On the same day, the king issued a privilege charter for Mogiła, liberating it from the duty of participating in wars that was part of the mayor's office in Prandocin.²⁵ These data enable one to draw conclusions on the previous arrangement: if the value of 13 hides (plus a mill and taverns) was 410 marks, the value of six hides (plus the meadow and judicial fines) would be about 189 marks. Of course, this calculation is tentative, as a mill and taverns were definitely valuable properties. Comparing the sum of credit (42 marks) to the value of the pledge stated above, even in case of a lien the sum of credit would be lower than the actual value of the pledge. Considering possible differences in the value of currency (in the other agreement it was referred to only as mark *grossorum*), it seems that the monastery made a good agreement, or, in other words, Mikołaj had serious financial trouble and had to accept unfavourable conditions. This leads to a question as to whether the actual aim of the monastery was to acquire the pledge, in this case a rich enterprise of the mayor's office, which would additionally enable the monastery to consolidate the income from the entire estate. Although it is not possible to give a decisive answer, it may be inferred that Mikołaj's inability to repay the debt could have created favourable circumstances for the monastery to take over his office.²⁶

²⁴ *DMCT*, No. 51: 40; Mikołaj was the son of Henryk, burgher of Cracow and mayor of Prandocin, known from the charter of Engelbert, abbot of Mogiła, of 1283 for the mayors of Prandocin. Their benefices included: hereditary office, one third denar of judicial fines, 2 hides of forest, a sixth free hide in the village, two free taverns, one quarter of the vineyard and one half of the mill incomes, half of the free meadow in Kacice, two butcher's stalls in Prandocin, two fishponds and a smithy, *DMCT*, No. 35: 28–29; see also Jan Ptaśnik, "Study nad patrycyatem krakowskim wieków średnich (Studies on Cracow patriciate of the Middle Ages)," *Rocznik Krakowski* 15 (1913): 27, 31–32.

²⁵ *DMCT*, No. 59–60: 46–48, see also Seredyński, 77.

²⁶ This agreement is mentioned by Zdanek, 547. See also the entire contribution for information on Mogiła's property concentration and consolidation; Zbigniew Pećkowski,



Grzegorz Żabiński

The next two transactions may be seen (apart from purely 'business' aims) as an example of maintaining good relations with a noble entourage by means of credit contracts. On 18 January 1375 Abbot Mikołaj Mogiła confirmed a loan of 50 marks *grossorum latorum* to Imbram, son of Zawisza, castellane of Wojnicz, and his wife Anka, daughter of Lenard, heir of Piaszów, to be secured on six fishermen on the embankment in Piaszów (presently the suburb of Cracow close to the monastic site) and incomes from acorns in the forest there. The debtors were free to redeem the lien at any time.²⁷ Data about the circumstances are scarce—Mogiła obtained a fishpond in Piaszów after 1324;²⁸ therefore it can be said that lending money against a lien there was aimed at concentrating income from fisheries in Piaszów. It is not known exactly when the debt was repaid—in 1424 Jakub of Piaszów sold a village Pleszowski/Piaszowski Brzeg (i.e., "embankment in Piaszów") with three fishponds to Mikołaj Wierzynek of Śledziejowice for 400 Marks.²⁹ This could testify to the fact that at that time the debt had already been repaid. Anyway, the lien did not spoil the relations between Mogiła and the debtor, as in 1401 Mogiła sold the village of Domaszów to Imbram, heir of Piaszów, for 150 marks.³⁰

The next record concerns a debt of a noblewoman, Małgorzata of Nieswojowice,³¹ widow of Jan, and her sons. On 12 May 1400 two knights, Dobiesław of Zębocin and Mikołaj of Jełowice, promised to repay Małgorzata's debt of 50 marks *pecunie communis*; it was to be repaid by them within five years in annual instalments of 10 marks. In case of non-repayment they were obliged

Ziemia miechowska. Zarys dziejów osadnictwa do końca XVIII wieku (Land of Miechów. A sketch of settlement to the end of the eighteenth century) (Cracow: "Secesja", 1992), 95.

²⁷ *DMCT*, No. 88: 72, see also Seredyński, 77.

²⁸ *DMCT*, No. 54: 41–42, Seredyński, 77; *DMCT*, 42, Stanisław Kuraś, ed., *Zbiór dokumentów małopolskich* (A collection of documents from Little Poland) (*ZDM*), 8 vols. (Wrocław and Warsaw: Ossolineum and Wydawnictwo Polskiej Akademii Nauk, 1962–1975), Vol. 1, No. 231: 287–289.

²⁹ *DMCT*, 72.

³⁰ *DMCT*, 68; *ZDM* 5, No. 1155: 7; Seredyński, 78. Domaszów (not existent today) was situated between Mogiła and Pleszów, see Kazimierz Rymut, *Nazwy miejscowe północnej części dawnego województwa krakowskiego* (Local names of the Northern part of the old Voievodship of Cracow), Komitet Językoznawstwa Polskiej Akademii Nauk, *Prace Onomastyczne* 8 (Wrocław: Ossolineum, 1967), 45–46; the agreement is also mentioned in *Słownik historyczno-geograficzny województwa krakowskiego w średniowieczu* (A historical-geographical dictionary of the Voievodship of Cracow in the Middle Ages). Polska Akademia Nauk. Instytut Historii. 1.3 (Wrocław: Ossolineum, PAN, 1985): 595.

³¹ District Proszowice, Rymut, 114.



Mogila—Credit Activity of a Cistercian Monastery

to pledge twenty oxen to the monastery for each instalment—a similar obligation of reimbursement was given to them by Małgorzata.³²

It seems surprising that such a considerable sum of money was lent without any pledge—that is probably why the guarantors secured it. However, the lack of a profitable pledge would mean the lack of additional income for the monks; therefore, one can suspect that favourable relations existed between the monastery and the debtor's family.

The next case is an example of a credit arrangement as a part of monastic activity in the urban market. On 16 June 1410 the town council of Bochnia stated that Mikołaj Ungirfynt, magister of the local hospital, conferred perpetually two butcher's stalls in the town to Mogila, due to the debt of 60 *lapidum sepi* (stones of tallow). The two stalls were pledged to the monastery *nomine censum*,³³ which can be interpreted as securing the debt with rent from the stalls. The contract probably contained an item that in the case of non-repayment the stalls would be taken by the monastery. In the next year the monastery gave the stalls to Mikołaj Parsczko and his wife Anna—they were to possess the stalls in a hereditary manner, with the right of alienating them, against a yearly rent of 10 stones of tallow from each stall.³⁴ This agreement can be seen against the background of monastic involvement in the urban economy.³⁵ It illustrates that such a credit arrangement was by no means an isolated case, but part of monastic activity in the urban market.³⁶

³² Boleslaus Ulanowski, ed., *Antiquissimi libri iudicales terrae Cracoviensis 1374–1390; 1394–1400*. *Starodawne Prawa Polskiego Pomniki (SPPP)* 8.1–2. (Cracow: Nakładem Akademii Umiejętności, Drukiem Wł. Anczyca i Spółki, 1884–1886), *SPPP* 8.2, No. 10161: 861.

³³ *DMCT*, No. 114: 97; Seredyński, 78.

³⁴ *DMCT*, No. 115: 97.

³⁵ In the foundation charter of 1222, Iwo Odrowąż, Bishop of Cracow, donated a source of salt, *DMCT*, No. 2: 2–3; Seredyński, 75. Iwo was also said to have donated two butcher's stalls in Cracow; see a confirmation charter of Prandota of Białaczew (also of the Odrowąż kin group), Bishop of Cracow, of 1244, *DMCT*, No. 20: 15–16 and of Boleslaus Duke of Cracow and Sandomierz of 1273, *DMCT*, No. 32: 25–26, Seredyński, 76. In the same year the monastery acquired another source of salt in Wieliczka close to Cracow, *DMCT*, No. 21: 16; Seredyński, 76; Before 1299 the monastery possessed a court (*curia*) in Cracow, see Stanisław Estreicher, ed. *Antiquum registrum privilegiorum et statutorum civitatis Cracoviensis*, Wydawnictwa Komisji Historycznej PAU 82 (Cracow: PAU, 1936), No. 1; in 1313 a stone house of the monastery in Cracow is testified to, Franciszek Piekosiński, Józef Szujski, eds., *Libri antiquissimi Civitatis Cracoviensis 1300–1400 (LACC)*, Monumenta Medii Aevi Historica res gestas Poloniae illustrantia 4, Wydawnictwa Komisji Historycznej Akademii Umiejętności w Krakowie 5



Grzegorz Żabiński

The agreement from 13 May 1413 is similar, both from the point of view of monastic involvement in urban economy and salt mining. Mogiła bought an eternal rent of 8 *Grossi* weekly (i.e., 8.666 mark annually) from the salt mines called Wojewodzia and Szewcza for 80 marks *Grossorum Pragensium numeri Polonialis* from Urban, son of Piotr Penak, a Bochnia burgher. Together with the rent, Urban conceded the charter of his father, stating the purchase of the income by him in 1397.³⁷ In this case, the interest rate was 10.825 per cent, which is quite high, more like repurchase rent.³⁸ In the case of a rent purchase, a higher interest rate was a higher gain for the debtor, but it would render a potential repurchase of the rent more onerous. This could support the idea that

(Cracow: Drukarnia "Czasu", 1878), No. 273, in 1324 Mikołaj *tabernator et molendinator* of the monastery acquired a half of a court in Cracow, *LACC.*, No. 707, in 1341 the monks sold a house with a lot in Cracow to a certain burgher, *LACC.*, No. 1417. Another acquisition in this town was four butcher's stalls (1312), *DMCT*, No. 47: 37; Seredyński, 76. Possession of five butcher's stalls was confirmed by Casimir King of Poland in 1334, *DMCT*, No. 58: 46; Seredyński, 77. In 1362 Mogiła acquired a house in Cracow, *DMCT*, No. 78: 65–66; Seredyński, 77. In 1364 the monastery acquired two other butcher's stalls in Bochnia. This charter also confirms the possession of four stalls together in Bochnia by Mogiła, *DMCT*, No. 79: 66; Seredyński, 77. This would suggest that the monastery alienated three of the stalls confirmed by Casimir in 1334. In 1369 King Casimir granted the houses and lots of Mogiła in Cracow with liberations, *DMCT*, No. 84: 70. In 1370 the monastery acquired another lot in Cracow, *DMCT*, No. 85: 70–71. In 1371 Mogiła was granted a yearly rent of 6 *latos grossos* from a house in Wieliczka, *DMCT*, No. 86: 71. In 1373 the town council of Bochnia sold a butcher's stall in the town to Mogiła, *DMCT*, No. 87: 71–72; Seredyński, 77, erroneously refers this record to Cracow. In 1378 in exchange for two monastic courts in Bochnia, the town council freed five monastic butcher's stalls in the town from the taxes, *DMCT*, No. 91: 74–75; Seredyński, 77. In 1375 the land court of Cracow confirmed monastic rights to a house and a lot in this town, *CDPM* 1, No. 327: 390–391. Another urban possession of Mogiła was a rent from a butcher's stall in Cracow, mentioned in the charter of 1382, *DMCT*, No. 95: 78–79; Seredyński, 77.

³⁶ For the relations of the monastery with the towns see Zdaneck, 533–536, 540–542, 545–546.

³⁷ *DMCT*, No. 116: 97–98, the charter of 1397 *DMCT*, 98. The deal was confirmed in 1433 by King Władysław Jagiełło, *DMCT*, 98; Seredyński, 78; Ptaśnik, 65.

³⁸ At the end of the fourteenth century, a usual interest rate for the repurchase rents in Cracow was ca. 10%. Eternal rents were usually cheaper (5–8%). In the fifteenth century, the usual interest rate for eternal rents was about 3–4%. In Cracow, repurchase rents at the beginning of the fifteenth century were usually sold at approximately 10%, which decreased, then 5–7%; eternal rents in the period 1412–1415 were sold at 5%: Lesiński, Kupno, 62–63, 148, 182–187, 193–194; Lesiński, "Les rentes comme instrument de crédit dans la Pologne médiévale," *Studia Historiae Oeconomicae* 3 (1968), 54.



Mogiła—Credit Activity of a Cistercian Monastery

the purchase of this income was quite important for Mogiła and the monks were prepared to pay a higher price.

The last case of credit given by Mogiła reveals a complexity of economic and spiritual features. On 22 August 1467 Jan Odrowąż, butler of Sandomierz and captain of Sambor, confirmed the testament grant of his brother Andrzej, palatine of Lwów and general captain of Rus', of 400 marks *communis monete currentis*. According to his will, this sum, donated *in remissionem nostrorum peccaminum et in remedium salutis nostrorum progenitorum, in augmentumque et incrementum cultus divini in monasterio Claraetumbe*, was to be used for the purchase of a rent from the estates of the Odrowąż family. As Jan was not able to concede the sum to Mogiła, he decided to sell part of the village of Sprowa (Voievodship Cracow, county of Sarnów) to the monastery for 400 marks with the right of repurchase—a property that had already been donated to the monks by Andrzej for his lifetime.³⁹ As can be seen, in order to avoid the payment of 400 marks to the monastery, Jan sold a property for this sum; in this way the testament of his brother was executed and Mogiła obtained a profitable property. On the other hand, the family was able to keep the money. Of course, one cannot neglect the spiritual benefits for Andrzej, whose soul acquired the necessary prayers.

On one hand, one can see this agreement against the background of the relations between the monastery and the family of its founders,⁴⁰ as the charter clearly refers to the monastery as *nostra fundatio*. However, as K. Górski has pointed out, the contacts of the Odrowąż kin with the monastery were rather loose, and Mogiła was, "always a foundation only."⁴¹ It is useful to trace the fate of the possession sold on account of the testament of Andrzej—it was probably not redeemed by the members of the family, as the agreement from 1467 was confirmed by King Sigismund I of Poland in 1527.⁴² This charter also confirms another arrangement, a 1476 exchange between the monastery and Jan Pieniążek of Iwanowice of the Odrowąż kin group, in which Mogiła acquired

³⁹ *DMCT*, No. 143: 131–132; Seredyński, 78.

⁴⁰ Revelant charters may be found in *DMCT*; they are too numerous to list here.

⁴¹ Górski, 86. Mogiła had been founded by Bishop Iwo and his brother Wisław, but the members of the kin group were unwilling to accept it. After the death of Iwo, some of them tried to regain the estates granted to the monks, although later they finally accepted the foundation. Apart from donations in the mid-thirteenth century there were no new grants up to the second half of the fourteenth century. At that time, a series of donations were made by, among others, Jan of Sprowa, judge of Sandomierz, Piotr of Sprowa palatine of Rus' (the father of Jan and Andrzej mentioned in the charter of 1467), Górski, 84–86, a genealogical table, 97.

⁴² *DMCT*, 132.



Grzegorz Żabiński

another property in exchange for the one in Sprowa.⁴³ As regards both Jan and Andrzej who were mentioned in 1467, they were recorded in the monastic *Liber Mortuorum*: Jan, who died on 21 March 1485, as *benefactor* and Andrzej, who died on 1 May 1465, as *fundator* (he was buried in the monastery of Mogiła).⁴⁴ Moreover, it is of interest that Andrzej was present among the members of the Odrowąż kin group issuing a charter in 1462 to the monastery of Mogiła. At that time the group confirmed the renunciation of family estates by their ancestors Bishop Iwo and Wisław, the founders of Mogiła monastery.⁴⁵

The only known case of Mogiła's debt concerns an agreement of 28 December 1357 with Knight Herman, a royal procurator of Cracow and Sandomierz.⁴⁶ In the case of this contract, it was necessary for the monastery to assume the obligation of a third party in order to acquire the entire property of a certain estate. In the charter, Herman states that Abbot Mikołaj, as rightful heir of Zesławice/Zdziesławice (at present Zesławice close to Cracow-Nowa Huta) reimbursed him with the sum of 12 marks *monete usualis* for a meadow in Zesławice, held by Herman in pledge. The abbot paid the money and Herman gave him the meadow. This agreement can be seen against the background of the monastery's acquisition of Zesławice in its entirety, which was a long process because the village was in hands of numerous owners.⁴⁷ On 6 July 1351

⁴³ *DMCT*, No. 146: 132–133, confirmed in 1477, *DMCT*, No. 147: 134. It may be supposed that the part of Sprowa sold by Jan to Mogiła in 1467 was identical with the part of Sprowa sold in 1438 by Jan of Sprowa, the judge of Sandomierz for 400 marks to Piotr Odrowąż of Sprowa palatine of Rus' (father of Jan and Andrzej), *DMCT* No. 129: 116, as this arrangement was also confirmed in the charter of Zygmunt from 1527. See also Górski, 86.

⁴⁴ *Excerpta e Libro Mortuorum Monasterii Mogilensis Ordinis Cisterciensis*. ed. Wojciech Kętrzyński (*MPH* 5, Lwów: w Komisie Księgarni Gubrynowicza i Schmidta, 1888), 808–809. Biographies of both noblemen by Feliks Kiryk can be found in *Polski Słownik Biograficzny* (Polish Biographical Dictionary) (*PSB*) 23: 541–549 (Wrocław: Ossolineum, 1978).

⁴⁵ *DMCT*, No. 140: 128–129. This charter, issued on 22 November 1462 during the diet in Piotrków, can be interpreted as a manifestation of the family's power. For Andrzej, the testament donation for Mogiła can be also seen as an act of expiation for his rather violent proceedings in Rus', which provoked royal intervention in 1465, see Górski, 81, 86.

⁴⁶ See his biography by Zofia Leszczyńska in *PSB* 9: 460–461 (Wrocław: Ossolineum, 1960–1961).

⁴⁷ In 1348 Mogiła acquired a part of Zesławice from Włodzimierz of Zesławice for 100 marks—Herman the general procurator was one of the witnesses, *DMCT*, No. 66: 54–55; Seredyński, 77. The presence of a high official as the witness of a royal charter is not surprising; however, in this way Herman became acquainted with Mogiła's actions



Mogila—Credit Activity of a Cistercian Monastery

King Casimir confirmed another agreement in which Mogila purchased a part of Zesławice from Mikołaj, heir of Zesławice, and his nephew for 100 marks *grossorum Pragensium usualis monete*. This agreement is of crucial importance here, as it states that a part of the property was a meadow held in pledge by the royal procurator Herman.⁴⁸ Therefore, it can be inferred that the payment of 12 marks to Herman by Mogila resulted from the assumption of the obligation of a third party and was necessary for the acquisition of full property rights in the village.⁴⁹

Analogies and Parallels

Mogila's agreements can be grouped into categories by their aims for the monastery: political (1288 to 1290); land acquisition (1323, 1357);⁵⁰ urban economic involvement (1410, 1413); friendly relations with their social environment (1467). Naturally, all of them had a purely "economic"

concerning the village, which could have facilitated further contacts. Herman also witnessed a charter of King Casimir of 1348 with a royal donation of the village of Dąbie to Mogila, *DMCT*, No. 67: 58, and another royal charter of 1350 with a donation of a meadow in Januszowice, *DMCT*, No. 68: 58–59. On 15 June 1350, Casimir confirmed the acquisition by Mogila of another part of Zesławice from Czadro of Zesławice, for 100 marks, *ZDM* 1, No. 60: 79–80; *DMCT*, 55; Seredyński, 77.

⁴⁸ *ZDM* 1, No. 63: 81–82; *DMCT*, 56.

⁴⁹ The evidence may be found in *ZDM* 1, No. 64: 83–84, No. 70: 91–92, No. 71: 92–93, No. 72: 93–94, No. 73: 95, No. 74: 96–97, No. 99: 128–129; *DMCT*, 55–57, No. 70: 59–60; Zbigniew Perzanowski, ed., *Dokumenty sądu ziemskiego krakowskiego* (Documents of the land court of Cracow) (*DSZK*) (Polska Akademia Nauk Oddział Kraków. Materiały Komisji Nauk Historycznych 20. Wrocław and Warsaw: Zakład Narodowy im. Ossolińskich, 1971), No. 6: 8. See also Seredyński, 77. It is worth noticing that agreements with a royal procurator and the issue of confirmation charters by Casimir took place in the period when the relations of Mogila with the Crown, rather cold during the reign of Władysław Łokietek, were quite good, Zdanek, 544. See also numerous examples of confirmation charters by Casimir for Mogila noted above.

⁵⁰ Liens as a means of land acquisition are dealt with by: Sackur, 169–170; Allix and Géneštal, 618, 623–630; Tadeusz Przybysz, "Z dziejów wielkiej własności ziemskiej w XIII i XIV w. Spór klasztoru cystersów w Łeknie z rodem Pałuków" (On the history of great land estate in the thirteenth and fourteenth century: a litigation of the Cistercian monastery in Łekno with the Pałuki kin group). *Zeszyty Naukowe Uniwersytetu im. Adama Mickiewicza* 63. *Historia* 7 (1963), 196–202, deals with an example of taking over the estates of the family of the founder by the monastery in Łekno in Great Poland; Berman, 255–266, claims that mortgage contracts of the monastery of Berdoues (southern France) were predominantly applied for land acquisition.



Grzegorz Żabiński

component, i.e., profit, broadly understood. Moreover, other agreements (1375, 1400) could also be classified into the category of “friendly relations.”

This is paralleled in the activity of other diocesan monasteries. For the first category, no other credit agreements with rulers are known, which would make Mogiła a special case. However, some agreements of other monasteries are known that were probably aimed at maintaining good relations with local officials.

On 22 April 1399 the land court of Cracow recorded a warranty for a loan of 30 marks by Jędrzejów to Dobiesław of Koszyce, vice-judge of Cracow.⁵¹ Dobiesław probably also contracted another loan from Jędrzejów—on 11 May 1400 the land court of Cracow recorded the warranty of two noblemen for the repayment of his debt of 20 marks *pecunie communis sive quartensium*.⁵² It was Dobiesław who judged (as a vice-judge) some cases of litigation between Jędrzejów and the family of Skroniów (1372),⁵³ ending with a verdict favourable for the monastery.⁵⁴ Although they were later than the above credit arrangements, one can wonder whether lending money to a local official on favourable terms was done on purpose—facing trials with men claiming the right to monastic possessions, the monks probably wanted to make local officials favourable towards their case.

Koprzywnica made a similar arrangement on 4 March 1421. Piotr of Falków, land judge of Sandomierz,⁵⁵ pledged half of the village of Czyżemin (Voievodship of Sandomierz, exact location unknown) for 60 marks *mediorum grossorum*. This estate was already pledged by a third party to Piotr for 60 marks. It was to be held with its incomes until redeemed by persons having the right of proximity to it.⁵⁶ In all probability, Piotr, needing money, was not able to wait till the income from the village compensated for the loan and he decided to pledge it to the monks. The monastery was probably prepared to wait longer for the

⁵¹ *SPPP* 8.2, No. 8615: 692. The loan was to be repaid to the next feast of St Nicholas (6 December).

⁵² *SPPP* 8.2, No. 10130, 10132: 858.

⁵³ *CDPM* 1, No. 309: 373.

⁵⁴ The case of 1404 with Sędzisz of Skroniów (*CDPM* 4, Monumenta Medii Aevi Historica res gestas Poloniae illustrantia 17. Wydawnictwa Komisji Historycznej Akademii Umiejętności w Krakowie 62. Cracow: Drukarnia Uniwersytetu Jagiellońskiego, 1905, No. 1083: 92–93) was judged by Tomasz judge and Dobiesław vice-judge; the case of 1409 with Sędzisz (*CDPM* 4, No. 1114: 119) by Jan of Oleśnica judge and Dobiesław vice-judge.

⁵⁵ See his biography by Feliks Kiryk in *PSB* 26: 397–398 (Wrocław: Ossolineum, 1981).

⁵⁶ *CDPM* 4, No. 1198: 189.



Mogila—Credit Activity of a Cistercian Monastery

property to be redeemed. Piotr was probably not going to redeem the village, as such an option is not stated in the charter—it was the person who pledged the property to Piotr who was entitled to do so. The monastery probably did not intend to acquire the village, considering the arrangement only as a profitable investment. Another issue is whether other circumstances could have influenced this contract. In 1416 Piotr of Falków (as a vice-judge) confirmed the credit conceded by Koprzywnica to Piotr of Kozłów.⁵⁷ Moreover, as the vice-judge, he took part in issuing other favourable decisions for the monastery.⁵⁸ Thus, it can be inferred that because of these relations both parties knew each other and could consider each other reliable business partners.

Evidence is plentiful as regards the other category, i.e., land acquisition. Particularly noticeable is the fact that the property acquired by monasteries by means of credit contracts was usually situated either close to monastic sites or to existing estates. On 3 February 1372 the land court of Cracow decided the litigation between Niemsta, heir to Skroniów (a monastic neighbourhood), and Jędrzejów concerning part of Skroniów. According to Niemsta, the part called *Świętosławi*, part of his wife's dowry, was pledged to the abbot for 200 marks. However, the monastery presented the charter of the Cracow land court that had previously adjudicated the possession in question to the monks, therefore the court eventually gave Jędrzejów the right to the property.⁵⁹

One could infer that Niemsta in fact pledged the property to Jędrzejów, probably with the condition that in case of non-repayment by the deadline the pledge would become monastic property. There is evidence concerning monastic "expansion" in Skroniów.⁶⁰ In 1363 it came to a trial between the monastery, the same Niemsta and Mikołaj, sons of Andrzej, heirs of Skroniów, for one-third of the heredity in Skroniów. A monastic procurator presented a charter of King Casimir confirming the monastery's purchase of a part of Skroniów. Therefore, the land court of Cracow awarded the right to the monastery of Jędrzejów.⁶¹ It is possible that the monks presented the charter of

⁵⁷ *CDPM* 4, No. 1157: 158.

⁵⁸ *ZDM* 1, No. 272: 345, No. 274: 347–348; *CDPM* 4, No. 1116: 120, No. 1142: 144–145; *ZDM* 5, No. 1235: 114–115.

⁵⁹ *CDPM* 1, No. 309: 373. For the location of Skroniów see the map of the estates of Jędrzejów by Waldemar Bukowski in *Cystersi w Polsce. W 850-lecie fundacji opactwa jędrzejowskiego* (The Cistercians in Poland: at the 850th anniversary of the foundation of the Jędrzejów abbey), ed. Daniel Olszewski, fig. 9 (Kielce: Jedność, 1990).

⁶⁰ *CDPM* 1, No. 240: 284–285, No. 268: 317–318.

⁶¹ *CDPM* 1, No. 270: 319–320; in 1364 it came to another litigation of Niemsta and Mikołaj with Jędrzejów, also lost by the brothers, *CDPM* 1, No. 273: 322–323.



Grzegorz Żabiński

Casimir from 1355, referring to another part of Skroniów, in order to justify their claims.⁶²

Thus, it can be inferred that in the trial of 1372 the monastery presented a charter of 1364—however, in 1364 the rights of Jędrzejów were confirmed by the charter of 1363. Moreover, the confirmation of monastic rights to the part of Skroniów in question was made according to the royal charter of 1355, which referred to another part of the village. The claim to the part of Skroniów, first mentioned in the agreement of 1372 and raised in 1364, was raised by the heirs of Świętosław. In that trial, however, the monastery presented different evidence, probably the charter of 1363. Therefore, it can be inferred that as early as 1364 the heirs of Świętosław raised a claim to part of Skroniów. Thus, it can be said that the property was pledged to Jędrzejów before 1364. After Niemsta married Pechna he raised the claims again, also without success.⁶³ In summary, the first claim was raised by the heirs of Świętosław, including Pechna. After Pechna married Niemsta, he raised the claim again (i.e., in 1372), but in this trial the monks presented another charter (of 1363), which concerned another part of the village.

Another example is the loan by Koprzywnica on 7 January 1370 to Mikołaj and Wojciech of Gnieszowice (Voievodship Sandomierz, parish Koprzywnica), who pledged part of their property there for 54 marks *grossorum Pragensium*. No

⁶² In 1364, Czader, Andrzej, and Pechna, children of Świętosław, heir of Modlnica, raised a claim against Jędrzejów, over a part of Skroniów. However, their claim was denied, *CDPM* 1, No. 274: 324–325; Marcin Sepiał, “Krań rodzinny Andrzeja herbu Jastrzębiec biskupa Wilna 1388–1398 (The family circle of Andrzej of the coat-of-arms Jastrzębiec, Bishop of Wilno 1388–1398)”, *Zeszyty Naukowe Uniwersytetu Jagiellońskiego* 1248 (2001), *Prace Historyczne* (128): 71–78. The brothers Niemsta and Mikołaj, sons of Andrzej, were members of the Jastrzębiec clan and the Skroniów family. Pechna, daughter of Świętosław of Modlnica, was in all probability the wife of Niemsta, mentioned (but without stating her name) in the charter of 1372.

⁶³ For other litigations of heirs of Skroniów with Jędrzejów see: *ZDM* 4, No. 1119: 286–288; *CDPM* 1, No. 321: 385–386; *CDPM* 4, No. 1083: 92–93, No. 1114: 119. Proof of good relations between at least some members of the family of Skroniów and the monastery can be seen in the fact that Jan Kula, son of Stanisław Niemsta and grandson of Niemsta of Skroniów (mentioned in 1372), died as a monk in Jędrzejów in 1459. Another son of Stanisław Niemsta, Krzysztof Kula, died in 1454 as a monastic *confrater*. Another member of this family mentioned there was *Stachna de Skroniów confratrix* who could be identified either with the third wife of Stanisław Niemsta or the daughter of Niemsta of Skroniów, Sepiał, 75, 77; *Liber Mortuorum monasterii Andreoviensis ordinis Cisterciensis*. ed. Wojciech Kętrzyński (*MPH* 5), 774–775, 783.



Mogila—Credit Activity of a Cistercian Monastery

deadline is stated in the agreement,⁶⁴ therefore the arrangement was not unfavourable for the debtor, because forfeiture of the pledge in case of non-repayment is not stated. As regards the further fate of the pledge, on 7 January 1374 Wojciech and Mikołaj sold their village of Gnieszowice to Koprzywnica for 500 marks.⁶⁵ This makes one wonder whether the sale was forced by the monks—as the contract did not contain a mention about the forfeiture, it can be inferred that the sale took place through the free will of the debtors.⁶⁶ Thus, although it cannot be proven that the monks intended to acquire the property, they did not hesitate to do so when the opportunity arose.

The next case was also probably aimed at acquiring property. On 11 June 1395, a nobleman, Jakusz Ventris, the heir of Krzcin, donated in his testament 33 marks and 8 *scotis grossorum Pragensium numeri Polonialis* to Koprzywnica for the salvation of his soul and the souls of his ancestors, to be secured on his three hides in Krzcin (Voievodship Sandomierz, parish Koprzywnica). They were to be held by the monks until the sum was repaid by Jakusz's relatives.⁶⁷ Although this agreement took the form of a donation, it was in fact a sort of credit. As in the case of a "standard" credit arrangement, the money was to be repaid to the monastery and the payment was secured by a pledge.⁶⁸

As the pledge was close to the monastic site, the question arises to what extent this arrangement was a part of the monastic tendency to extend

⁶⁴ *CDPM* 3 (Monumenta Medii Aevi Historica res gestas Poloniae illustrantia 10. Wydawnictwa Komisji Historycznej Akademii Umiejętności w Krakowie 37. Drukarnia "Czasu" Fr. Kulczyckiego i S-ki, 1887), No. 832: 242–242.

⁶⁵ *CDPM* 3, No. 832: 241–242.

⁶⁶ The debtors were probably in such financial hardship that they considered the sale the only solution. See Kozłowska-Budkowa and Szczur, 49–50. The acquisition of this village was a part of a broader phenomenon of taking over the property of the founder's family, the clan of Bogoria.

⁶⁷ *CDPM* 4, No. 1034: 51. This arrangement was approved by several noblemen, probably the relatives of Jakusz. Kozłowska-Budkowa and Szczur, 51, maintain that it was in fact a sale of the property—Jakusz was unable to sell it openly due to possible resistance from his relatives on account of *ius proximitatis*. Additionally, they quote Jan Długosz and his *Liber Beneficiorum*, 389, according to which this property was simply sold to the monastery.

⁶⁸ Royal inscriptions of similar form are known from Poland from the end of the fourteenth and the fifteenth centuries. See Marcin Sepiał "Zastaw na dobrach ziemskich i dochodach królewskich w okresie panowania Władysława III Warneńczyka na Węgrzech (1440–1444) (Liens on royal estates and revenues during the reign of King Władysław III of Poland in Hungary)", *Zeszyty Naukowe Uniwersytetu Jagiellońskiego* 1219 (1998), *Prace Historyczne* (125): 35–49.



Grzegorz Żabiński

possessions; source data state that the monastery was acquiring property there.⁶⁹ Kozłowska-Budkowa and Szczur interpret the matter as a planned action to acquire the entire property in Krzcin.⁷⁰ Whether this agreement was a conscious action to acquire part of the village or not, it seems that it was skilfully used by the monks for this purpose.

Another example of using credit to acquire property is the agreement of Koprzywnica from 4 March 1420: a nobleman, Mikołaj of Skotniki (about 5 km from Koprzywnica), pledged his village of Bóbrka (between Jasło and Krosno, about 9 km southwestwards from the latter) for 200 marks *monete numeri et ponderis Polonialis*. If Mikołaj neglected to redeem the village within three years, it was to become a possession of the monastery.⁷¹

As is known, Koprzywnica possessed estates around Jasło. Its holdings were concentrated chiefly north-eastwards from it,⁷² and Bóbrka is located south-eastwards from the town. Until the end of the fourteenth century, there is no evidence of monastic advance in that direction. As far as previous contacts of the Skotniki heirs with Koprzywnica, some agreements are known, but they do not reveal any special features.⁷³ As for the agreement of 1420, the debt was not repaid and the property was taken over by the monastery.⁷⁴

Another example of this kind is an agreement from 1258, when Wąchock conceded a loan of 33 marks silver to Mściwniew of the Awdaniec clan, son of Pakosław Starszy, secured on a pledge of the village Pękosławice (Voievodeship Sandomierz, district Opatów, about 50 km from Wąchock). The debt was to be repaid within three years or the pledge was to become a monastic property. After three years the abbot demanded that the village be redeemed, but

⁶⁹ See Kozłowska-Budkowa and Szczur, 13, 55–56; *CDPM* 3, No. 654: 28; *CDPM* 4, No. 1049: 64–65, No. 1091: 99–100, No. 1096: 102–104, No. 1184: 177–179, No. 1197: 188–189. See also: Jan Wroniszewski, *Szlachta ziemi sandomierskiej w średniowieczu. Zagadnienia społeczne i gospodarcze* (The nobility of the land of Sandomierz in the Middle Ages: social and economic issues). *Badania z Dziejów Społecznych i Gospodarczych*, vol. 60, ed. Marek Górny (Poznań–Wrocław: Wydawnictwo Historyczne, 2001), 167–168.

⁷⁰ Kozłowska-Budkowa and Szczur, 54.

⁷¹ *CDPM* 4, No. 1188: 184.

⁷² Kozłowska-Budkowa and Szczur, 16 ff.

⁷³ *CDPM* 3, No. 885: 300–301, No. 895: 313–314; *CDPM* 4, No. 1012: 34–35, No. 1013: 35, 1391; see also Kozłowska-Budkowa and Szczur, 48–50. Thus, one can see the arrangement as a part of the interaction between the monastery with the members of Bogoria clan, where the patron—client relation between the clan and the monastery tended to revert in favour of the monks.

⁷⁴ *Liber Beneficiorum*, 390–391. See also: *Słownik historyczno-geograficzny 1.1* (Wrocław: Ossolineum, PAN, 1980): 149.



Mogila—Credit Activity of a Cistercian Monastery

Mścigniew and his relatives were unable or unwilling to do so. Mścigniew requested that he pay the abbot an additional 13 marks; if the value of the village exceeded the sum of 46 marks (the sum of the credit plus 13 marks), Mścigniew would offer the surplus *pro remedio animarum patris et matris sue pro suaque salute*. The abbot agreed and Mścigniew resigned the village. The duke approved the agreement in 1274.⁷⁵ The monastery probably planned from the beginning to assume the village, which can be inferred from the short deadline and condition of forfeiture. This village was situated in the vicinity of existing monastic estates (Brzezie).⁷⁶ However, one can wonder why the abbot agreed to pay more if he already had the full right to assume the property. It was probably in order to avoid claims by members of Mścigniew's family—because the charter states that Mścigniew also resigned the property in the name of his successors.⁷⁷

The last case is an agreement of Sulejów recorded on 9 September 1251. In the presence of Casimir, Duke of Kujawy and Łęczycza, a nobleman, Myślībór, stated that his ancestors had pledged a heredity in Łęczzna (today Łęczno, 5 km from the monastic site), situated close to a monastic village, to the monastery and wanted to redeem it. However, the abbot stated that this property with its belongings was donated to the monastery by Duke Leszek and presented a charter to confirm it. As Myślībór was unable to present any counter-evidence, Duke Casimir awarded the property to the monastery.⁷⁸

⁷⁵ *CDPM 2* (Monumenta Medii Aevi Historica res gestas Poloniae illustrantia 9. Wydawnictwa Komisji Historycznej Akademii Umiejętności w Krakowie 33. Drukarnia "Czasu" Fr. Kulczyckiego i S-ki, 1886), No. 480: 133–134. The agreement is known from a charter of Duke Boleslaus the Chaste from 8 May 1274 that contains the confirmation of a pact between the monastery and Mścigniew concerning this village.

⁷⁶ Niwiński, 58.

⁷⁷ Niwiński, 59–60, maintains that the generosity of Mścigniew towards the monks speaks for a close relation between the clan and Wąchock. Moreover, judging from later evidence he claims that the family got back part of Pękosławice, but in the times of Długosz the entire village already belonged to the monks.

⁷⁸ According to the charter presented by the abbot, the property had always belonged to the dukes and was donated by Leszek to a knight, Chociemir, for his merits. However, shortly thereafter the duke demanded it back and compensated the knight with 80 marks and 5 Erfurt denars, paid via the abbot of Sulejów. Finally, the duke granted the village to the monastery, *CDP 1*, ed. Julian Bartoszewicz. (Warsaw: Typis Stanisłai Strąbski, 1847), No. 37: 58–60. In all probability, the sons of Myślībór raised a claim to the property again, but it was denied as well, see the charter of Duke Władislaus Łokietek of Kujawy from 1291, where he denies the claims of the sons of Myślībór to a property of *Łaczynów*, raised against the monastery of Sulejów, see *CDP 1*, No. 75: 136–138.



Grzegorz Żabiński

As regards the charter of Leszek from 22 September 1224, it was claimed that the charter itself was forged, but it mentions authentic events, i.e., the sale of Łęczno to the monastery.⁷⁹ However, such an interpretation does not explain why the claim of Myślibórz was raised because of a credit contract and not, for example, proximity rights. Moreover, it is possible that the property presumably pledged by the ancestors of Myślibórz and the property sold by Chociemir were two different estates, although situated in the same village, Łęczno. This would additionally explain the monastic interest in obtaining a property situated close to already existing estates. Thus, this arrangement can probably (although not certainly) be seen as extending monastic estates by means of mortgage.

Koprzywnica provides an example of a monastery's involvement in urban economy. On 3 March 1395 the town council of Sandomierz stated that Kierstan Freigut, a local burgher, had restored two butcher's stalls to the monastery, pledged to him by the monks. Kierstan did so *ad remorsionem consciencie sue necnon in remedium anime sue*—however, he reserved the rent for himself.⁸⁰ It can be inferred that the contract was a lifetime mortgage, i.e., the creditor was allowed to hold the property with its income until his death. Such a contract could be considered an insurance policy for the creditor—for a certain sum of money he obtained a profitable property that guaranteed a regular income for his lifetime. It was probably also a pious intention that inclined Kierstan (who may have felt death approaching?) to resign earlier from the stalls and accept the repayment *in spiritualibus*.

Credit contracts, as was shown above, were a way of maintaining friendly relations in the social environment, as is seen in the examples of loans to local officials. On the other hand, sometimes the monasteries received loans on favourable terms—not only cases where a pious intention of the creditor is

⁷⁹ Józef Mitkowski, *Początki klasztoru cystersów w Sulejowie. Studia nad dokumentami, fundacją i rozwojem uposażenia do końca XIII w.* (The beginnings of the Cistercian monastery in Sulejów: studies on charters, the foundation and development of benefices to the end of the thirteenth century). Poznańskie Towarzystwo Przyjaciół Nauk. Wydział Historii i Nauk Społecznych. Prace Komisji Historycznej 15 (Poznań: Drukarnia Uniwersytetu Poznańskiego, 1949) 50–79. He states that both the charter of Leszek (*CDPM* 2, No. 389: 32–33), and a confirmation charter of Konrad Duke of Cracow and Masovia (3 May 1233, *CDPM* 2, No. 408: 53–54), were forged. The latter was forged before 1250, i.e., as the monks had to defend their rights to Łęczno. According to Mitkowski, the charter of Casimir of 9 September 1251 is genuine, 79–85. He claims that Łęczno was in fact sold by Chociemir to Sulejów, 206–207.

⁸⁰ *CDPM* 4, No. 1031: 49. See also Kozłowska-Budkowa and Szczur, 63. For other possessions of Koprzywnica in Sandomierz see *CDPM* 3, No. 804: 210, No. 808: 214, No. 841: 252; Kozłowska-Budkowa and Szczur, 60–61.



Mogila—Credit Activity of a Cistercian Monastery

stated directly, but also such cases where credit contracts were made on extraordinarily favourable terms for the monasteries.

On 26 December 1354, Castellane Lassota of Zadybie stated that he had lent 20 marks to Wąchock against the pledge of the village Jabłonnica (Voievodeship Sandomierz, district Szydłowiec, parish Borkowice, about 35 km from Wąchock) and its income. The pledge was to be held by Lassota for 13 years, during which time the income from the property (save the tithes that were due the monastery) was to extinguish the debt and Lassota was to return the village to the monastery.⁸¹ Thus, the conditions of this arrangement were convenient for the monastery, as the debt would repay itself. Therefore, the contract may be seen as an act of charity and it cannot be excluded that Lassota counted on repayment *in spiritualibus*. A special relation between Lassota or his family and the monks might also have existed.⁸²

On 16 April 1304, a nobleman, Bień, son of Wojsław called Wicsicz, heir of Łososina (Voievodeship Cracow, about 30 km from the monastic site) stated that he had restored the village of Kurdwanów (today a suburb of Cracow) to Szczyrzyc. The village with its income had been pledged to him by the monks for 33 marks *puri argenti*. When the monastery repaid the debt, Bień returned the village.⁸³ Although this loan was not as favourable for the debtor as the above

⁸¹ *CDPM* 3, No. 709: 102.

⁸² Jabłonnica was already a monastic property in the thirteenth century, see Niwiński, 58. It can be assumed that the property was returned to the monastery by Lassota, as in 1374 it was handed over to Burzuj of Ninków by the monks for his lifetime *ad meliorandum*, Niwiński 144, *CDPM* 3, No. 865: 278. The fact that the property was alienated twice by the monastery can be related to the isolated location of the village. Thus, it can be inferred that its alienation was not too detrimental to the monastic economy, Niwiński, 137.

⁸³ *ZDM* 1, No. 15: 21–22. It was not the entire village Kurdwanów that was pledged to Bień, as in 1302 Raclaw, canon of Cracow cathedral chapter, purchased a village of Kurdwanów from two burghers of Cracow, *DSZK*, No. 1: 3–4. In 1303 he donated it for the altar of the Holy Virgin in the cathedral church, Piekosiński, Franciszek, ed. *Codex diplomaticus cathedralis ad s. Venceslaum ecclesiae Cracoviensis (CDC)*. Vol. 1. Monumenta Medii Aevi Historica res gestas Poloniae illustrantia 1 (Wydawnictwa Komisji Historycznej Akademii Umiejętności w Krakowie 4. Cracow: Drukarnia Leona Paszkowskiego, 1874), No. 106: 141–142. The part of Kurdwanów that belonged to Szczyrzyc was probably purchased in 1252 from Premonstratensian monasteries in Brzesko (monks) and Zwierzyniec (nuns) for 33 marks *puri argenti*. It is of interest that the sum of purchase equalled the sum of credit conceded by Bień to Szczyrzyc, secured on the village. *CDPM* 1, No. 39: 43–44; Stanisław Zakrzewski, "Najdawniejsze dzieje klasztoru cystersów w Szczyrzycu (1238–1382). Przyczynek do dziejów osadnictwa na Podhalu" (The oldest history of the Cistercian monastery in Szczyrzyc (1238–1382): a



Grzegorz Żabiński

example, it was still much more convenient than many loans conceded by the monasteries. As no deadline was stated, the debtor did not risk losing the property.

It can be inferred that the relations between the family of Bień and Szczyrzyc were of some duration—in 1252 Duke Boleslaus of Cracow and Sandomierz had confirmed the sale of a village by two noblemen to the monastery. Among the witnesses was a certain Wojsław, son of Bronisz, in all probability the father of Bień.⁸⁴

Although such agreements are not present among Mogiła credit contracts, other examples of Cistercian credit arrangements can be seen as insurance contacts.⁸⁵ As in the case of the arrangement of Kierstan Freigut with Koprzywnica (1395), they reveal complex economic, social, and spiritual features.

On 27 April 1397 a noblewoman, Jarosława, widow of Maczko of Chroberz (probably Chobrzany, near Koprzywnica)⁸⁶ donated 50 marks *grossorum latorum Pragensium numeri Polonialis* to Koprzywnica *pro salute anime sue et predecessorum suorum nec non pro bono et utilitate ecclesiae et monasterii predicti*. In exchange, the abbot donated a monastic village Dobrocice (district Sandomierz, parish Malice) to be held for her lifetime with its gains and with an opportunity of amelioration (which might have been an additional gain for the monastery). After the death of Jarosława, the village was to return to the monastery,⁸⁷ which in fact occurred.⁸⁸ The insurance nature of the contract is visible: a widow grants the monastery a sum of money and (apart from spiritual gains) she obtains a property that provides her with a steady income.

The other agreement, struck on 13 July 1400, is similar. A nobleman, Warsz of Kosowice (unknown) and his wife Spytka, granted the monastery 40

contribution to the history of settlement in Podhale). *Rozprawy Wydziału Historyczno-Filozoficznego Akademii Umiejętności* 41: 36. (Cracow: Akademia Umiejętności, 1902); Beata Kwiatkowska-Kopka, "Najstarsze dzieje klasztoru oo. Cystersów w Szczyrzycu (The oldest history of the Cistercian monastery in Szczyrzyc." *Teki Krakowskie* 8 (1998): 29; *Słownik historyczno-geograficzny* 3.2 (Cracow: Secesja, 1997) 359.

⁸⁴ *CDPM* 1, No. 38: 43, 14 May 1252. Bień himself appears on 16 April 1304 (i.e., on the same day that he restituted the pledge to Szczyrzyc), as he and his brothers Stanisław and Jan sell a lot in Cracow to Raclaw, a canon of cathedral chapter, *CDPM* 1, No. 134: 163. As both deals were struck in Cracow, one can assume that they were done jointly.

⁸⁵ For the general European context see: Sackur, 170–172; Allix and Génestal, 630–636.

⁸⁶ See Maria Kamińska, *Nazwy miejscowe dawnego województwa sandomierskiego* (Local names of the old Voievodship of Sandomierz) 1 (Komitet Językoznawstwa Polskiej Akademii Nauk, Prace Onomastyczne 6) (Wrocław: Ossolineum, 1964–65), 45.

⁸⁷ *CDPM* 4, No. 1041: 57. See also Kozłowska-Budkowa and Szczur, 63.

⁸⁸ *Liber Beneficiorum*, 387.



Mogila—Credit Activity of a Cistercian Monastery

marks *monetae communis* and obtained in exchange a monastic possession in the village Krobielice (district Sandomierz, parish Goźlice, vicinity of Koprzywnica) to be held for their lifetime with its income. As in the previous arrangement, the pledge was to return to the monastery,⁸⁹ which in fact happened.⁹⁰ From differences between the credit conceded by Warsz and the prices of particular parts of this village, it can be inferred that the monks did not pledge the entire village to Warsz. Further, it can be inferred that Warsz and his wife were quite elderly when this arrangement was made with the monastery and it was their short life expectancy that decided both the low sum of credit and the small part of the village received in exchange.

Conclusions

As can be seen from the above discussion, the credit involvement of the monastery of Mogila reveals the complexity of economic, social and spiritual issues. Although several traits of the activity of this monastery are quite particular, general features of its agreements are paralleled in credit contracts of other monasteries in the diocese, and this fits well into a general European pattern. This includes using credit as a means of maintaining friendly relations, as a part of monastic involvement in the urban economy, as a way of acquiring new estates, and so on. In this last case it is of particular interest that property acquired by the monks was usually situated either in the vicinity of the monastery or in proximity to already existing estates. Similarly, the majority of monastic credit partners came from places situated near the monastery, which poses a question concerning the range of monasteries' influence. Monastic credit partners (who in most cases came from the monastic neighbourhood) were also related in other ways to the monasteries, in either a positive or negative manner. This means that credit agreements were not isolated cases of monastic activity, but they were usually a part of broader Cistercian interaction with their social environment.

⁸⁹ *CDPM* 4, No. 1058: 73. See also Kozłowska-Budkowa and Szczur, 63. Other evidence about this village can be found in: *CDP* 3, eds. Antoni Muczkowski and Leon Ryszczewski (Warsaw: Drukarnia pod firmą "Gazety Codziennej", 1858), No. 157: 316–317; *CDPM* 3, No. 899, 900: 316–317, No. 926: 343–344, No. 947: 364–365; *CDPM* 4, No. 976: 9, No. 1081: 91, No. 1100: 107; *ZDM* 1, No. 182: 234, No. 187: 239–240, see also Kozłowska-Budkowa and Szczur, 51, 61–62, 67.

⁹⁰ *Liber Beneficiorum*, 380.



Grzegorz Żabiński

APPENDIX

Table 2. Monastic Creditors, 1251–1399⁹¹

Creditor	The <i>Trophe</i>	Debtor	Type of Credit	Year	Sum Currency	%	Means of Securing	Deadline
Miechów, God's Grave, Male, Rural	237 978	6 cases of loans to: nobility (2 cases: 1251—131 333 <i>trophes</i> ; 1398—41 <i>Ń</i>); Cracow burgher (1 case: 1386—90 313 <i>Ń</i>); collegiate church of St Florian in Cracow/Kazimierz (2 cases: bef. 1287—11 820 <i>Ń</i> ; 1387—4 471 <i>Ń</i>); 1 case unknown						
Mogila, Cistercian, Male, Rural	59 100	Henry Duke of Silesia, Cracow, Sandomierz	Unknown	1288–1290	150 Mark Ag	?	Unknown	Unknown
Total 114 669	31 839	Nobility, (Couple)	Lien Mortgage	1375	50 Mark <i>Grossorum Latorum</i>	?	Rent, Village	Not Stated
	23 730	Nobility, Male	Lien Mortgage	1323	42 marks <i>Grossorum Pragensium</i>	?	Rent, Land	Not Stated
	47 690	Nobility, Male	Lien Mortgage with Deadline for Forfeiture?	Before 1372	200 marks unknown	?	Village	Unknown
Total 63 182	5 334	Nobility, Male	Simple Loan?	1398	33 marks <i>Grossorum</i>	?	Unknown	Less Than 1 Year
	4 846	Nobility, Male	Simple Loan?	1399	30 marks <i>Grossorum</i>	?	Guarantor	Less Than 1 Year
	3 841	Nobility, Male	Simple Loan?	1398	15 marks <i>Grossorum Latorum</i>	?	Unknown	Less Than 1 Year
	1 471	Nobility, Male	Simple Loan?	1399	10 marks <i>Quartensium</i>	?	Guarantor	Less Than 1 Year
	Total 36 154	27 617	Nobility, Male, Group	Lien Mortgage	1370	54 marks <i>Grossorum Pragensium</i>	?	Land (Hides)
8 537		Nobility, Male	Lien Inscription	1395	33,33 marks <i>Grossorum Pragensium</i>	?	Land	Not Stated
Wąchock, Cistercian, Male, Rural	14 446	Nobility, Male	Lien Mortgage with Deadline for Forfeiture?	1258	33 marks Ag	?	Village	3 Years

⁹¹ All currencies were converted into *trophes*, i.e., the value of a man's daily nutrition in grams of silver, see: Zbigniew Żabiński, *Systemy pieniężne na ziemiach polskich* (Currency systems in Polish territories), Polska Akademia Nauk–Oddział w Krakowie, Prace Komisji Archeologicznej 20 (Wrocław: Zakład Narodowy im. Ossolińskich, Wydawnictwo Polskiej Akademii Nauk, 1981), 8–15; 37–39, graph 1; 54–55, graph 2; 240, table 146; 242, table 148.



Mogila—Credit Activity of a Cistercian Monastery

Creditor	The <i>Trophe</i>	Debtor	Type of Credit	Year	Sum Currency	%	Means of Securing	Deadline
Sulejów, Cistercian, Male, Rural		Nobility, Male	Lien Mortgage?	Before 1251	Unknown		Village	Not Stated
Total Cistercian	228 451							
Tynec, Benedictine, Male, Rural	13 475	2 cases of loans to: the King of Poland (1 case: 1398—12 829 <i>ł</i>); nobility(?) (1397—646 <i>ł</i>)						
Mstów, Regular Canons	4 846	1 case of loan to: nobility (1392—4 846 <i>ł</i>)						
Stary Sącz, Clarisian, Urban	9 608	2 cases of loans to: nobility (1 case: 1395—8 820 <i>ł</i>); unknown secular (1 case: 1293—788 <i>ł</i>)						
Kazimierz, Monk of Hermits Augustians, Urban	2 881	1 case of loan to: Cracow burgher (bef. 1368—2 881 <i>ł</i>)						
Cracow, Nun, Unknown, Urban		1 case of loan to: Cracow burgher (1339—unknown)						
Kazimierz, Nun, Unknown, Urban		1 case of loan to: Kazimierz burgher (1369—unknown)						

Source: *CDP* 1, No. 37: 58–60; *CDPM* 1, No. 309: 373; *CDPM* 2, No. 434: 84–85, No. 480: 133–134, No. 509:169–170, No. 526: 194; *CDPM* 3, No. 832: 241–242; *CDPM* 4, No. 973: 5–6, No. 1034: 51; *DMCT*, No. 40: 32, No. 51: 40, No. 88: 72; *DSZK*, No. 28: 31–32; *ZDM* 1, No. 171: 218–219, No. 183: 234–236; *ZDM* 4, No. 1061: 215–216; *ZDM* 5, No. 1291: 190–196; *Codex diplomaticus monasterii Tynecensis (CDMT)*. 2 vols. Ed. Wojciech Kętrzyński, and Stanisław Smolka. (Lwów: Nakładem Zakładu Narodowego im. Ossolińskich, Drukarnia Zakładu Narodowego im. Ossolińskich, 1875), No. 127: 181–182; *SPPP* 8.1, No. 4735: 261; *SPPP* 8.2, No. 5323: 399, No. 6655: 485, No. 7268: 550, No. 7283: 551, No. 8615: 692, No. 8769: 708; *LACC*, No. 1318: 143; Chmiel, Adam, ed. *Acta Consularia Casimiriensia 1369–1381 et 1385–1402 (ACC)*. Wydawnictwa Archiwum Aktów Dawnych miasta Krakowa 2. (Cracow: Drukarnia Uniwersytetu Jagiellońskiego, 1932), 5; Krzyżanowski, Stanisław, ed. *Acta Scabinalia Cracoviensia 1365–1375 et 1390–1397 (ASC)*. Wydawnictwa Archiwów Aktów Dawnych miasta Krakowa 1. (Cracow: Drukarnia Uniwersytetu Jagiellońskiego, 1904), No. 320: 39.



Grzegorz Żabiński

Table 3. Monastic Debtors, 1251–1399

Debtor	The Trophe	Creditor	Type of Credit	Year	Sum Currency	%	Means of Securing	Deadline
Cracow, Clarisian, Urban	177 288	5 cases of debts to: the canon of Cracow cathedral chapter (2 cases from 1382, each 53 652 ł); nobility (3 cases: bef. 1351—27 842 ł, 1351—27 842 ł, 1351—14 300 ł)						
Tyniec, Benedictine, Male, Rural	140 263	6 cases of debts to: unknown (2 cases: bef. 1394—76 829 ł, 1376–1392—2 603 ł); nobility (3 cases: 1377—25 471 ł, 1398—20 488 ł, 1398—3 668 ł); rural parish priest (1 case: 1381—11 177 ł)						
Miechów, God's Grave, Rural	48 283	7 cases of debts to: nobility (3 cases: 1398—38 415 ł bef. 1387—3 929 ł bef. 1364—unknown); Słomniki burgher (1 case: bef. 1397—4 410); Jews (bef. 1364—unknown); unknown (2 cases: bef. 1388—1 529 ł bef. 1364—unknown)						
Wąchock, Cistercian, Male, Rural	16 156	Nobility?, Male	Lien?	Before 1398	100 marks unknown	?	Immovable	Unknown
	4 800	Nobility, Male	Lien Vif-gage with Deadline	1354	20 mark <i>Grossorum</i>	0	Village	13 Years
Total 20 956								
Koprzywnica, Cistercian, Male, Rural	12 805	Nobility, Female	Lien Mortgage for Lifetime	1397	50 marks <i>Grossorum Latorum Pragensium Numeri Polonialis</i>	?	Village	Lifetime
		Burgher, Sandomierz, Male	Lien Mortgage for Lifetime?	Before 1395	Unknown		Urban, Enterprise	Lifetime?
Szczyrzyc, Cistercian, Male, Rural	10 657	Nobility, Male	Lien Mortgage	Before 1304	33 marks Ag	?	Village	Not Stated
	529	Nobility, Female	Lien Mortgage	1392	4.5 marks unknown	?	Rural, Land	Not Stated
Total 11 186								
Mogita, Cistercian, Male, Rural	2 881	Nobility, Male	Lien Mortgage?/Interception	Before 1357	12 marks unknown	?	Rural, Land	Unknown
Total Cistercian	47 828							
Zwierzyniec, Premonstratensian, Female, Rural	34 864	4 cases of debts to: Cracow cathedral chapter (bef. 1263—14 146 ł); Jews (1396–1398—4 846 ł); unknown (2 cases: bef. 1252—13 133 ł bef. 1399(?)—2 439 ł)						

Source: *CDP* 3, No. 158: 317, No. 163: 324–325, No. 180: 354–356; *CDMT*, No. 102: 156, No. 119: 174–176, No. 134: 194–195; *CDPM* 1, No.39: 43–44, No. 233: 277–278, No. 233: 277–278, No. 363: 428–430, 364: 431–432; *CDPM* 3, No. 709: 102, No. 772: 176; *CDPM* 4, No. 1031: 49, No. 1041: 57; *CDC* 1, No. 64: 88–90; *DMCT*, No. 74: 62–63; *ZDM* 1, No. 15:21–22, No. 218: 274–275; Zygmunt Antoni, Helcel, ed. *Z ksiąg rękopiśmiennych dotąd nieużytych głównie zaś z ksiąg dawnych sądowych ziemskich i grodzkich ziemi krakowskiej wyciągnął i wydał Antoni Zygmunt Helcel* (From manuscript books not used so far, mainly from old land and castle court books of the land of Cracow, extracted and published by Zygmunt Antoni Helcel). *Starodawne Prawa Polskiego* Pomniki 2. (Cracow: Nakładem Ludwika Helcla, Czcionkami Zrazu Drukarni Katolickiej Wład.Jaworskiego, a w końcu Drukarni "Czasu", 1870), No. 179: 60; *SPPP* 8.1, No. 4371: 219, No. 4723: 259;



Mogila—Credit Activity of a Cistercian Monastery

SPPP 8.2, No. 6286: 443, No. 6559: 473–474, No. 6891: 508, No. 7295: 553, No. 7311: 554, No. 8185: 646; Abdon, Kłodziński, ed. *Najstarsza księga sądu najwyższego prawa niemieckiego na zamku krakowskim* (The oldest book of the supreme court of the German law in the castle of Cracow) (NKS^M). *Collectanea ex Archivo Iuridicii* 10. (Warsaw and Cracow: Nakładem Polskiej Akademii Umiejętności, 1936), No. 22: 3.

Table 4. Monastic Creditors, 1400–1497

Creditor	The Trophe	Debtor	Type of Credit	Year	Sum Currency	%	Means of Securing	Deadline
Kazimierz Hermits Augustians, Male, Urban	420 596	7 cases of loans to: nobility (3 cases: 1494—126 630 <i>t</i> ; 1468—29 951 <i>t</i> ; bef. 1425—16 815 <i>t</i>); Cracow town council (2 cases: 1463—98 100 <i>t</i> ; 1460—96 300 <i>t</i>); Kazimierz town council (2 cases bef. 1449—26 400 <i>t</i> each)						
Olkusz Hermits Augustians, Male, Urban	106 463	3 cases of loans to Cracow town council (1462—61 140 <i>t</i> ; 1463—2 cases: 39 240 <i>t</i> and 6 083 <i>t</i>)						
Total Hermits Augustians	527 059							
Stradom, Bernardines, Female, Urban	291 829	5 cases of loans to: the King of Poland (2 cases: 1474—102 625 <i>t</i> ; bef. 1465—14 937 <i>t</i>); Cracow town council (2 cases: 1475—59 000 <i>t</i> ; 1483—53 407 <i>t</i>); nobility (1 case: after 1492—61 860 <i>t</i>)						
Cracow, Franciscan, Male, Urban	120 200	2 cases of loans to Cracow town council (1441—72 200 <i>t</i> ; 1442—48 000 <i>t</i>)						
Cracow, Dominican, Male, Urban	75 834	4 cases of loans to: Cracow town council (2 cases: 1462—54 617 <i>t</i> ; 1446—unknown); nobility (2 cases: 1470—19 748 <i>t</i> ; bef. 1403—1 469 <i>t</i>)						
Cracow, Clarisian, Female, Urban	51 688	3 cases of loans to: nobility (1408—46 666 <i>t</i>); unknown (1431–1441—2 576 <i>t</i>); Skala town council (1472—2 466 <i>t</i>)						
Sącz, Clarisian, Female, Urban		1 case of loan to nobility (bef. 1427—unknown)						
Total Clarisian	51 688							
Kazimierz, Regular Canons, Male, Urban	47 016	3 cases of loans to: nobility (1442—38 800 <i>t</i>); Cracow burgher (bef. 1409—8 188 <i>t</i>); unknown (bef. 1436—98 <i>t</i>)						
Cracow, Monk, Unknown, Male, Urban	303	1 case of loan to: Jew (1476)						



Grzegorz Żabiński

Creditor	The <i>Trophe</i>	Debtor	Type of Credit	Year	Sum Currency	%	Means of Securing	Deadline
Mogila, Monastery, Cistercian, Male, Rural	59 903	Nobility, Male	<i>Wiederkauf</i>	1467	400 mark <i>Monetae Communis</i>		Rural, Village	Not Stated
	17 860	Bochnia, Burgher, Male	Rent Purchase Eternal	1413	80 marks <i>Grossorum Pragensium Numeri Polonicalis</i>	10.825	Urban, Rents, Enterprise	Eternal
	6 684	Nobility, Female, Male, Group	Simple Loan?	Before 1400?	50 marks <i>Pecuniae Communis</i>		Guarantor	5 Years
		Bochnia, Magister of Hospital, Male	Lien Mortgage with Deadline?	Before 1410	60 stones of tallow		Urban, Enterprise	Unknown
Total 84 447								
Koprzywnica, Monastery, Cistercian, Male, Rural	27 907	Nobility, Male	Lien Mortgage with Deadline for Forfeiture	1420	200 marks <i>Grossorum Monetae Numeri Polonicalis</i>		Rural, Village	3 Years
	9 070	Nobility, Male	Lien Mortgage	1416	65 marks <i>Grossorum Mediorum Polonicalium</i>		Rural, Land	Not Stated
	7 920	Nobility, Male	Lien Mortgage	1421	60 marks <i>Grossorum Mediorum Polonicalium</i>		Rural, Village	Not Stated
Total 44 897								
Jędrzejów, Monastery, Cistercian, Male, Rural	2 673	Nobility, Male	Simple Loan?	Before 1400?	20 marks <i>Pecuniae Communis</i>		Guarantor	Less Than 1 Year?
Total Cistercian	132 017							
Święty Krzyż on Łysa Góra, Benedictine, Male	121 839	3 cases of loans to: nobility (1438—117 073 <i>t</i> ; 1439—4 766 <i>t</i> ; bef. 1400—unknown)						
Beszowa, Pauline, Male, Rural	66 000	1 case of a loan to: nobility (1449—66 000 <i>t</i>)						
Mstów, Regular Canons, Male, Rural	23 333	1 case of a loan to: nobility (bef. 1406—23 333 <i>t</i>)						



Mogila—Credit Activity of a Cistercian Monastery

Creditor	The <i>Trophe</i>	Debtor	Type of Credit	Year	Sum Currency	%	Means of Securing	Deadline
Kłobuck , Regular, Canons, Male, Rural	3 330	6 cases of loans to: Kłobuck burgher (3 cases: 1485—1 287 <i>t</i> ; bef. 1481—1 067 <i>t</i> ; 1481—513 <i>ł</i>); Kłobuck unknown (1466—463 <i>ł</i>); peasant (1482—unknown); unknown (1482—unknown)						
Total Regular Canons Rural	26 663							
Miechów, God's Grave, Male, Rural	2 247	2 cases of loans to: nobility (1420—1 270 <i>t</i> ; 1420—977 <i>ł</i>)						
Brzesko, Premon- stratensian, Male, Rural		1 case of a loan to: unknown (1406—unknown)						

Source: *CDPM* 4, No. 1056: 72, No. 1157: 158, No. 1188: 184, No. 1198: 198, No. 1246: 236–237, No. 1344: 329–330, No. 135: 340, No. 1480: 452–453; *DMCT*, No. 114: 97, No. 116: 97–98, No. 143: 131–132; *ZDM* 1, No. 342: 436; *ZDM* 3, No. 632: 45–47; *ZDM* 6, No. 1696: 257–259; *DSZK*, No. 156: 167–168, No. 165: 176–177; *SPPP* 2, No. 1050: 155, No. 1176: 175, No. 2686: 424, No. 2989: 489–490, No. 3900: 738–740, No. 4018: 769–770; *SPPP* 8.2, No. 10132: 858, No. 10161: 861; *CDCC* 3, No. 432: 563–569, No. 461: 604; *CDCC* 4, No. 534: 670–671, No. 537: 672–673, No. 557: 683, No. 560: 684, No. 561: 685, No. 564: 686, No. 565: 686–687, No. 566: 685, No. 588: 699–700, No. 597: 704, *NKSN*, No. 1683: 178, No. 1720: 183; Zbigniew, Perzanowski, ed. "Spominki klasztoru kłobuckiego" (Memorials of the Kłobuck Monastery) ("SKK"). *Rocznik Muzeum Okręgowego w Częstochowie. Historia* 1 (1985): 95–118, No. 15, 17, 22, 25: 100–101, No. 101: 112, No. 109: 113, No. 118: 114; Teodor, Wierzbowski, ed. *Matricularium Regni Poloniae Summaria (MRPS)*. 2 vols. (Warsaw: Typis Officinae C. Kowalewski, 1905–1907), Vol. 1, No. 1145: 59, No. 1252: 64; *MRPS* 2, No. 40:3, No. 320: 20; Jan, Fijałek, ed. *Zbiór dokumentów zakonu OO. Paulinów w Polsce* (A collection of documents of the Pauline order in Poland) (*ZDP*). (Cracow: Nakładem OO Paulinów w Częstochowie, Drukarnia Uniwersytetu Jagiellońskiego, 1938), No. 132: 260–261; Bożena, Wyrozumka, ed. *Jews in Medieval Cracow. Selected Records from Cracow Municipal Books*. (Cracow: Polish Academy of Arts and Sciences, the Jagiellonian University in Cracow, the Israel Academy of Sciences and Humanities and the Hebrew University of Jerusalem, 1995), No. 541: 125; Bożena, Wyrozumka, ed. *Księga ławnicza Kazimierska 1407–1427* (Acta Scabinalia Casimiriensia 1407–1427). Towarzystwo Miłośników Historii i Zabytków Krakowa. *Fontes Cracovienses* 4. (Cracow: Wydawnictwo i Drukarnia "Drukrol S.C.", 1996), No. 862: 79; *Codex diplomaticus Universitatis Studii generalis Cracoviensis* (CDUC). 3 vols. [Edited by Żegota Pauli]. (Cracow: Sumptibus et Typis Universitatis, 1870–1880), Vol. 3, No. 232: 5–7.



Grzegorz Żabiński

Table 5. Monastic Debtors, 1400–1497

Debtor	The Trophe	Creditor	Type of Credit	Year	Sum Currency	%	Means of Securing	Deadline
Zwierzyniec, Premonstratensian, Female, Rural	270 274	9 cases of debts to: nobility (4 cases: bef. 1487—102 720 <i>t</i> ; 1442—24 025 <i>t</i> ; 1442—14 400 <i>t</i> ; 1432–1438—5 151 <i>ł</i>); Olkusz altaris (1490—106 413 <i>ł</i>); priest (1448—10 560 <i>ł</i>); unknown (bef. 1439—4 688 <i>t</i> ; bef. 1439—1 029 <i>ł</i>); Skała town council (1432–1438—1 288 <i>ł</i>)						
Kazimierz Lateran Canons, Male, Urban	76 186	2 cases of debts to: Cracow burgher (1413—38 093 <i>t</i> ; 1413—38 093 <i>ł</i>)						
Tyniec, Benedictine, Male, Rural	36 960	1 case of debt to: nobility (1496—36 960 <i>ł</i>)						
Sieciechów, Benedictine, Male, Rural	5 876	1 case of debt to: nobility (bef. 1403—5 876 <i>ł</i>)						
Total Benedictine	42 836							
Cracow, Clarisian, Female, Urban	27 847	3 cases of debts to: Kleparz collegiate church (2 cases: 1473—7 643 <i>t</i> ; 1474—7 078 <i>ł</i>); nobility (bef. 1468—13 126 <i>ł</i>)						
Miechów, God's Grave, Male, Rural	8 172	1 case of debt to: Sącz canon (1449—8 172 <i>ł</i>),						
Koprzywnica, Monastery, Cistercian, Male, Rural	5 349	Nobility, Male, Female, Group (Couple)	Lien Mortgage for Lifetime	1400	40 marks <i>Monetae Communis</i>		Rural, Village	Lifetime
Szczyrzyc, Monastery, Cistercian, Male, Rural	3 907	Nobility, Female	Unknown	Before 1412	16+12 marks <i>Grossorum Rent</i> marks unknown	75	Unknown	Unknown
Total Cistercian	9 256							
Kłobuck, Regular Canons, Male, Rural	1 678	1 case of debt to: unknown (1417—1 678 <i>ł</i>)						

Source: *CDPM* 4, No. 1058: 73; *CDC* 2, No. 542: 378–379, No. 543: 379–380; *ZDM* 1, No. 247: 308–309; *ZDM* 2, No. 530: 289–293; *ZDM* 3, No. 604: 22–23, No. 625: 49–50, No. 823: 307–308; *CDMT*, No. 288: 542–543; *SPPP* 2, No. 3939: 749; *NKSN*, No. 3003: 356, No. 3014: 358, No. 3044: 363, No. 3054: 364, No. 3074: 366; “SKK”, No. 50: 104; *MRPS* 1, No. 2149: 112; *CDUC* 2, No. 141: 84–86; *CDUC* 3, No. 239: 27–28, No. 246: 40–42, No. 280: 132–139.



Mogila—Credit Activity of a Cistercian Monastery

Table 6. Types of Credit

Type of Credit	Definition
Lien	In order to secure the loan, the debtor pledges property to the creditor. Appears in numerous variations: see below.
Lien Inscription	The sum of the loan is inscribed by the debtor for the creditor on a property; that is, the creditor receives the right to receive the income from the property. This may last until the amount of received income equals the sum of the loan (vif-gage) or until the repayment of the loan by the debtor (mortgage)—in such case the income from the property constitutes the creditor's interest.
Lien Royal Inscription	Similar to the form mentioned above; however, in the case of royal inscriptions they often do not constitute a means of securing the loan given to the king, but are either a form of royal award for merits from the Crown, or a form of settling royal debts originating from the king's obligations (salaries, pay, etc.) May appear either as mortgage or as vif-gage.
Lien Mortgage	The creditor reserves the right to receive the income from the property until the debtor repays the sum of the loan. The income from the property constitutes the creditor's interest.
Lien Mortgage for Lifetime	As above, but the repayment of the loan (and restitution of the pledged property) is possible only after the death of the creditor by his/her heirs (in certain cases, after the death of debtor by his/her heirs). However, there were cases when the restitution of pledged property was to be done automatically after the creditor's death, without the necessity of repaying the loan.
Lien Mortgage with Deadline	As Lien Mortgage, but a deadline is established before which the debtor is to repay the sum of the loan. In certain cases, the deadline is not a <i>terminus in quem</i> , but a <i>terminus post quem</i> the debtor is to repay the loan and redeem the pledge, as it could be profitable for the creditor to hold the pledge and receive the income from it for a relatively long period of time.
Lien Mortgage with Deadline for Forfeiture	As above, but in the case of not repaying the loan the pledge becomes the property of the creditor.
Lien Vif-gage	The creditor has the right to receive the income from the pledge, but only until it equals the sum of the loan; after that, the pledged property is to be restored to the debtor.
Lien Vif-gage with Deadline	As above, but it is stated that the income from the pledged property should equal the sum of the loan within a given period.
Rent Purchase	The creditor, giving a loan, buys a rent from a property of the debtor: the sum of purchase constitutes the loan and the rent constitutes the creditor's interest. May appear in various forms: see below.
Rent Purchase Eternal	The rent, bought by the creditor, is to be paid to him eternally.



Grzegorz Żabiński

Type of Credit	Definition
Rent Purchase for Lifetime	The rent, bought by the creditor, is to be paid to him either until his/her death, or until the death of the debtor.
Rent Purchase for Repurchase	The rent, purchased by the creditor may be freely repurchased by the debtor—the income from the rent, not extinguishing the sum of the loan, constitutes the creditor's interest.
Simple Loan	A simple concession of the sum of a loan by the creditor to the debtor.
<i>Wiederkauf</i>	The creditor buys a property belonging to the debtor, who reserves the right to repurchase it at any time—the sum of the purchase constitutes the loan and the income from the property constitutes the creditor's interest.

Remarks: The above terminology of liens is based to a great degree on the divisions proposed by Matuszewski and Rymaszewski with regard to Little Poland's credit market. However, for the sake of this contribution, I decided to modify them slightly, by adjusting them to the cases mentioned in my sources. Nevertheless, the principles of dividing the liens according to the obligations of creditor and debtor remain the same Jacek S. Matuszewski, *Zastaw nieruchomości w polskim prawie ziemskim do końca XV stulecia* (Liens of immovables in Polish land law to the end of the fifteenth century), *Acta Universitatis Lodziensis. Zeszyty Naukowe Uniwersytetu Łódzkiego. Nauki Humanistyczno-Społeczne. Folia Iuridica. Seria 1.53* (Łódź: Pracownia Poligraficzna Uniwersytetu Łódzkiego, 1979), 11–63; For the terminology concerning rents, see Lesiński, *Kupno renty*, 12–14.