# Commoners' Ownership in Medieval Cities: Real-Estate Trading of Split's Craftsmen in the Mid-Fifteenth Century

# Tonija Andrić

#### Sources

This study is based on the analysis of archived documents on real estate trading among Split's craftsmen in the period from 1443-1449. These records have remained preserved in a notarial volume assembled by Domnik de Manfredis during his service in Split, and are kept today at the State Archives in Zadar, in the Old Split Archive collection. The volume comprises 16 notebooks referring to the period from 1441-1449, but for the purposes of this analysis, only notebooks 3-16 have been taken into account, as the first two are very badly damaged and that makes reconstruction of a significant part of the text impossible.

These notarial notebooks contain 63 contracts documenting several types of real-estate transactions involving craftsmen from Split. Most of these are, of course, purchase contracts (*venditio*, *emptio*), as many as 41, which is 65.07% of all the records preserved from that period. Among them, there are also 9 cession (*cessio*) contracts (14.28%), 5 concession (*concessio*) contracts (7.93%), 2 lease (*locatio*) contracts (3.17%), and 2 property exchange (*permutatio*) contracts (3.17%), and one donation (*donatio*) contract (1.58%). Apart from these contracts, this analysis also takes into consideration those documents that confirm the repayments of debts accumulated with the purchases of real estate that were on the market in the period from 1443-1449. The selected notarial notebooks contain records of 3 such confirmations (*quetatio*), which amounts to 4.76% of all contracts related to real-estate trading among Split's craftsmen in the mid-15<sup>th</sup> century.<sup>1</sup> It should be noted that one of these

<sup>&</sup>lt;sup>1</sup> The analyzed notarial notebooks also contain 8 *quietatio* receipts attesting repayment of debts resulting from real-estate purchase. However, some of these properties were acquired before the period analyzed here or the preserved records do not show when they were offered on the market. – State Archive Zadar (hereafter: SAZ), Old Split Archive (hereafter: OSA), box 8, vol. 23, nb. 3, fol. 105'; nb. 4, fol. 182'-183; nb. 5, fol. 197', 242-242'; nb. 6, fol. 253, 253', 284'; nb. 8, fol. 384. Therefore we have included in this analysis only those documents for which we were sure that they recorded real-estate transaction in the period from 1443-1449.

debt repayment confirmations is the only evidence of a real-estate transaction, as the purchase contract has not been preserved. This research has therefore been conducted on a single notarial notebook from the Split archive, related to the period from 1443-1449. Had more material remained from that time, the research would surely have yielded somewhat different results, but they would not alter the resulting overall image of real-estate trading among Split's craftsmen in the mid-15<sup>th</sup> century. The following chart clearly indicates the structure of the analyzed records:

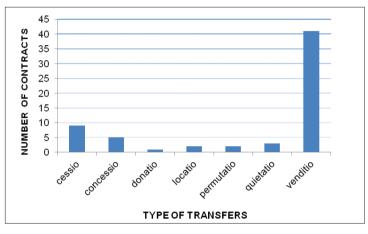


Chart 1: Structure of the analyzed documents from 1443-1449

## Types of Real Estate

According to the analyzed records, Split's craftsmen seem to have been involved in trading with three types of real estate in the late Middle Ages. These included primarily housing facilities, followed by business venues and land plots with or without edifices. Medieval notaries, as it seems, were well acquainted with the categorization of urban real estate, as they used the appropriate legal terminology.

Based on the records, Split's craftsmen traded mostly with houses, which the notaries marked with the simplest term – *domus*. This type of real estate is mentioned in 32 contracts, slightly more than a half of all the preserved contracts concerning real-estate trading. The term *domus* refers primarily to the facility's purpose, which is obviously residential, but does not describe it in detail. Historians have already established that the term *domus* does not necessarily refer to a stone house, especially if it was located in the suburbs.<sup>2</sup> However, considering the fact that Split's *burgus* had

<sup>&</sup>lt;sup>2</sup> Mladen Andreis, Irena Benyovsky Latin, and Ana Plosnić Škarić, "Socijalna topografija Trogira u

already been enclosed within the city walls by the 15<sup>th</sup> century, it is highly likely that these houses were indeed made of stone.<sup>3</sup> Nevertheless, for statistical reasons one should say that in 31.25% of the cases the source does not describe the traded real estate in detail, and in 22 documents, which is as much as 68.75%, the notary precisely indicated the type of house, since its price, logically, depended on its quality as well.

According to the records, Split's craftsmen seem to have been mostly involved in trading with stone houses.<sup>4</sup> Namely, almost 68.18% of the houses which are described in detail are defined as *domus de muro*. For instance, on May 30, 1447, Ms Dobrica, wife of the late Mikša Meljakvić from Split, sold *vnam suam domum de muro to* Mihovil, son of Alegreti, furrier and a citizen of Split.<sup>5</sup> Similarly, on July 1, 1448 master carver Ivan, son of Budislav, a citizen of Trogir, sold *vnam domum de muro et cuppis copertam* to furrier Radan Milatović.<sup>6</sup>

However, there were many wooden houses at that time in Split, same as in other Mediterranean communes, and they were mostly owned by the commoners with weaker purchasing power.<sup>7</sup> Still, it seems that Split's craftsmen of the late Middle Ages were not too interested in purchasing wooden houses, since only 18.18% of the urban houses they traded in were built out of wood. Nevertheless, some craftsmen had to purchase such houses, as they could not afford a stone house. Thus, on October 5,

<sup>14.</sup> st." [Social topography of Trogir in the 14<sup>th</sup> c.], *Povijesni prilozi* 33 (2007), 119; Irena Benyovsky Latin, *Srednjovjekovni Trogir* [Medieval Trogir] (Zagreb: Hrvatski institute za povijest, 2009), 112.

<sup>&</sup>lt;sup>3</sup> More on the appearance of housing facilities of Split's commoners in the Middle Ages can be found in Cvito Fisković, "Romaničke kuće u Splitu i u Trogiru" [Romanesque houses in Split and Trogir], *Starohrvatska prosvjeta* 2 (1952), 129-178; Tomislav Marasović, "Razvoj stambene kuće u Splitu od ranog srednjeg vijeka do danas" [Evolution of houses in Split from the early Middle Ages to the present], *Zbornik Društva inžinjera i tehničara u Splitu* (1958), 97-110; Igor Fisković, "Srednjovjekovna izgradnja i identitet grada Splita" [Medieval urban growth and the identity of Split], *Kulturna baština* 19 (1989), 28-50; Viki Jakaša, "Barokna stambena arhitektura u Splitu" [Baroque housing architecture in Split], *Radovi Instituta za povijest umjetnosti* 26 (2002), 57-68.

<sup>&</sup>lt;sup>4</sup> The situation was similar in other medieval Dalmatian cities, e.g. in Trogir. Cf. Benyovsky Latin, *Srednjovjekovni Trogir* (as in n. 2), 112.

<sup>&</sup>lt;sup>5</sup> SAZ, OSA, box 9, vol. 23, nb. 11, fol. 79'-80.

<sup>&</sup>lt;sup>6</sup> SAZ, OSA, box 9, vol. 23, nb. 13, fol. 202'-203.

<sup>&</sup>lt;sup>7</sup> Fisković, "Romaničke kuće" (as in n. 3), 162; Tomislav Raukar, *Studije o Dalmaciji u srednjem vijeku* [Studies on Dalmatia in the Middle Ages] (Split: Književni krug, 2007), 22, esp. n. 38. Nevertheless, the communal authorities tried to reduce the number of wooden houses by means of special regulations, and a statutory decree stated that a stone house should be preferred to a wooden one, and all derelict houses that could not be repaired and strengthened by stone (*aptare et murare*) had to be demolished. The advantages of stone as compared to wood are also emphasized in a statutory regulation from the 14<sup>th</sup> century, which decreed that wooden fences between neighbouring or adjoining houses should be replaced by stone walls. Cf. *Statut grada Splita. Splitsko srednjovjekovno pravo* [Statute of the city of Split: Medieval law of Split], series ed. Ivo Frangeš (Split: Književni krug, 1998), 547-549 and 769.

1448, furrier Juraj Vukosalić bought *vnam domum de lignamine* from Ivan Berčalić from Split,<sup>8</sup> and the same type of house was bought by furrier Matej Gleić from another furrier, Nilola Valdečić, on September 3, 1449.<sup>9</sup> Only 13.63% of the houses that Split's craftsmen traded in during the period from 1443-1449 were built partly of stone, and partly of wood. For instance, on March 28, 1446, furrier Radan Milatović purchased *vnam domum partim de muro et partim de lignamine* from Damjan, son of Damjan de Rubino, a resident of Šibenik and a former resident of Split.<sup>10</sup> It is likely that this was a wooden house built on stone foundations.

Besides numerous stone and wooden houses, Split's real-estate market in the 15<sup>th</sup> century also offered cheaper, small single-storey houses or cottages, built solely out of wood. The notaries usually described them with the terms *camarada* or *domuncula*.<sup>11</sup> In the analyzed notarial notebooks there are eleven such houses or a total of 18.33% of all real estate that Split's craftsmen traded in at the time. Thus, for example, the last will executors of the late Tikoslava sold *vnam domunculam seu camardam* to furrier Marin Brajanović on December 15, 1444,<sup>12</sup> and cobbler Marko Vukanović called Sepa sold *vnam camardam* to cobbler Ivan Kostadinović, likewise a citizen of Split, which he shared with his mother-in-law, Dragoslava, wife of the late cobbler Blaž (*quam habet pro in diuiso pro Margarita, vxor sua, cum Dragoslaua, vxor condam Blasii calçolarii et ipsius Margarite mater*).<sup>13</sup>

In some cases, therefore, one could own only a half of the house, or even a smaller part. For example, the last will executors of the late Ivan Jubinović sold a *terciam partem unius domus* to Mihovil, son of Filip, from Šolta, on August 29, 1445.<sup>14</sup> Unfortunately, the source does not mention the owner/owners of the remaining two thirds of the house, nor does it specify the manner in which the house had been divided; however, in such cases, houses were usually divided vertically, so that the lower part of the house

<sup>&</sup>lt;sup>8</sup> SAZ, OSA, box 9, vol. 23, nb. 13, fol. 228'.

<sup>&</sup>lt;sup>9</sup> SAZ, OSA, box 9, vol. 23, nb. 15, fol. 343-343'.

<sup>&</sup>lt;sup>10</sup> SAZ, OSA, box 9, vol. 23, nb. 9, fol. 407-407'.

<sup>&</sup>lt;sup>11</sup> Fisković, "Romaničke kuće" (as in n. 3), 134.; Andreis, Benyovski Latin, and Plosnić Škarić, "Socijalna topografija Trogira u 14. st." (as in n. 2), 118.; Raukar, *Studije o Dalmaciji* (as in n. 7), 22.

<sup>&</sup>lt;sup>12</sup> SAZ, OSA, box 8, vol. 23, nb. 5, fol. 234-234'.

<sup>&</sup>lt;sup>13</sup> SAZ, OSA, box 9, vol. 23, nb. 10, fol. 28. Owning a house *pro in diuiso* was not unusual in other Dalmatian communes at the same time. Such a division usually resulted from the common inheritance of family properties. Cf. Benyovsky Latin, *Srednjovjekovni Trogir* (as in n. 2), 109. Property relations in such houses were regulated by the commune's statute. See esp. the regulations "On the appointment of a divisor who will divide common inheritance" and "On those who own a house or tower in common": *Statut grada Splita* (as in n. 7), 551 and 627.

<sup>&</sup>lt;sup>14</sup> SAZ, OSA, box 8, vol. 23, nb. 7, fol. 325'.

belonged to one owner and the upper part, or a particular storey, to another.<sup>15</sup> Thus, on December 30, 1446, furrier Marin Brajanović from Split ceded *vnum pauimentum siue solarium* situated between the storey of the late Slava (*in medio pauimentorum olim Slaue*) to Franjo de Platentia and Ivan, son of Augustini from Camerino.<sup>16</sup> This is the only contract in the analyzed notebook that refers to the purchase of a single storey in a house. One may say that, faced with the lack of money, Split's craftsmen preferred to purchase smaller wooden houses rather than a single storey in a better, stone house.

Apart from houses of various size and quality, Split's market in the mid-15<sup>th</sup> century also offered larger stone structures categorized in purchase contracts by the public notaries as *muralia*. The analyzed notarial notebooks contain records of six such cases at confirmed locations,<sup>17</sup> and one at an unknown location.<sup>18</sup> There are only three cases in which the transactions took place without the corresponding land plot, whereas in four cases the contract mentions both the structure and the plot upon which it was built. Thus, for instance, on February 4, 1449, master Jakov, blacksmith from Trogir and a resident of Split, purchased a *medietatem in una muralia* from *ser* Nikola, son of Alberti, while the other part of the building and the land plot itself remained the property of *ser* Nikola.<sup>19</sup> On the other hand, on August 8, 1447, goldsmith Marko Vukasinić from Split sold a *locum cum muralia* to furrier Marko Sanković,<sup>20</sup> which indicates that the furrier did not purchase only the house, but also the land plot underneath. Therefore, one could trade with residential or business facilities with or without the pertaining land plot, which was not uncommon in other Dalmatian communes either at the time.<sup>21</sup>

There were, however, opposite instances as well: empty land plots within the city walls could be bought and sold as well, although they seem to have been rather rare. Namely, in the period analyzed here, only four empty plots (*locus uacuum*) are not-ed within the city,<sup>22</sup> which indicates the density of the city core and narrow living space.<sup>23</sup> On August 18, 1444, fabric dyer Mihovil, son of Marko Milunić from Split

<sup>&</sup>lt;sup>15</sup> Andreis, Benyovsky Latin, and Plosnić Škarić, "Socijalna topografija Trogira u 14. st." (as in n. 2), 113.

<sup>&</sup>lt;sup>16</sup> SAZ, OSA, box 9, vol. 23, nb. 10, fol. 35-35'.

<sup>&</sup>lt;sup>17</sup> SAZ, OSA, box 8, vol. 23, nb. 6, 271-271'; box 9, vol. 23, nb. 11, fol. 99'-100; nb. 12, fol. 175-175', 196-196'; nb. 13, fol. 239-239'; nb. 14, fol. 277'.

<sup>&</sup>lt;sup>18</sup> SAZ, OSA, box 8, vol. 23, nb. 6, fol. 272'-273.

<sup>&</sup>lt;sup>19</sup> SAZ, OSA, box 9, vol. 23, nb. 14, fol. 277'.

<sup>&</sup>lt;sup>20</sup> SAZ, OSA, box 9, vol. 23, nb. 9, fol. 99'-100.

<sup>&</sup>lt;sup>21</sup> Benyovsky Latin, Srednjovjekovni Trogir (as in n. 2), 118.

<sup>&</sup>lt;sup>22</sup> SAZ, OSA, box 8, vol. 23, nb. 3, fol. 141'; nb. 4, fol. 162-162'; box 9, vol. 23, nb. 10, fol. 22; nb. 16, fol. 372'.

<sup>&</sup>lt;sup>23</sup> Lack of empty land plots in the area included within the city walls is a problem encountered by all Dalmatian communes with a smaller surface area, such as Trogir. Thus, the notarial records of

sold *unum locum uacuum* to Nikola, son of the late *ser* Mihovil Bilšić from Split, for the price of 20 golden ducats payable in two instalments.<sup>24</sup> Similarly, on November 8, 1446, master Radivoj, shipbuilder from Split, rented *unum locum uacuum ad fabricandum et murandum* from Marin de Bilsa, archdeacon of Split.<sup>25</sup> This case illustrates very well the legal relations between the owners of certain parts of real estate. In our case, the Church of Split remained the owner of the land plot rented by Radivoj, but the structure built there would be owned by Radivoj himself.<sup>26</sup> In case of a dispute, the commune would protect the owner of the house built on a rented plot.<sup>27</sup>

Besides the term *locus*, noted in eight contracts in total, which amounts to 13.33% of the cases, a single lease contract (1.85%) mentions the term *territorium*. This document confirms that the most reverend Ms Betica, nun at the monastery of St Benedict *extra muros ciutatis Spaleti*, leased *unium territorii* to black-smith Vučić for a period of one year.<sup>28</sup> Even though both terms basically refer to the same type of property, a land plot, the etymological meaning indicates a difference in location. While the term *locus* could refer to any kind of locality or space, *territorium* indicated a land or an area in the city's surroundings.<sup>29</sup> Indeed, whilst describing the location of the aforementioned territory, the public notary explicitly stated that it was situated *in suburbio Spaleti*, that is, outside the city walls. On the other hand, all eight plots defined as *locus* were situated within the city walls, seven of them even in the old part,<sup>30</sup> within the perimeter of the former Diocletian's Palace, and only one within the *burgus*, the new part of the city.<sup>31</sup>

Finally, Split's craftsmen traded in business venues as well. Even though there are

Trogir also mention only several empty plots within the city. Cf. Benyovsky Latin, *Srednjovjekovni Trogir* (as in n. 2), 111.

<sup>&</sup>lt;sup>24</sup> SAZ, OSA, box 8, vol. 23, nb. 4, fol. 162-162'.

<sup>&</sup>lt;sup>25</sup> SAZ, OSA, box 9, vol. 23, nb. 10, fol. 22.

<sup>&</sup>lt;sup>26</sup> Apparently, this structure of property relations was present in other Dalmatian communes as well. In Trogir, for example, owners of houses likewise did not necessarily own the land plot on which it stood. Cf. Benyovsky Latin, *Srednjovjekovni Trogir* (as in n. 2), 107.

<sup>&</sup>lt;sup>27</sup> The statutory regulations, namely, decreed that the land owner cannot cancel the rent contract or increase the rent. The exception was only if the owner wanted to construct his own house there, but in that case he had to offer some satisfaction to the tenant. Cf. *Statut grada Splita* (as in n. 7), 769.

<sup>&</sup>lt;sup>28</sup> SAZ, OSA, box 9, vol. 23, nb. 12, fol. 187'.

<sup>&</sup>lt;sup>29</sup> Cf. Milan Žepić, *Latinsko-hrvatski rječnik* [Latin-Croatian dictionary] (Zagreb: Školska knjiga, 1995), 149; Vladimir Anić and Ivo Goldstein, *Rječnik stranih riječi* [Dictionary of loanwords] (Zagreb: Novi liber, 2000), 1305.

<sup>&</sup>lt;sup>30</sup> SAZ, OSA, box 8, vol. 23, nb. 3, fol. 141'; nb. 4, fol. 162-162'; nb. 6, fol. 271-271'; box 9, nb. 10, fol. 22; nb. 11, fol. 99'-100; nb. 12, fol. 175-175', 196-196'.

<sup>&</sup>lt;sup>31</sup> SAZ, OSA, box 9, vol. 23, nb. 16, fol. 372'.

only four contracts (6.66%) in the notarial notebooks in which Split's craftsmen rented their shops or workshops (*statio, magaçenus*),<sup>32</sup> this still shows that trading in business venues was common, too. Thus, for example, master Miladin, barber from Split, rented *unam sauam stationem seu magaçenum* from Ms Nikolota, wife of *ser* Zanino de Papalis, for a period of four years.<sup>33</sup> Similarly, on December 3, 1443, the testament executor of the late dyer Matej, son of Dominik, from Zadar gave in lease all ownership rights over a fabric dying workshop (*omnis ius et actions in unius tinctoria*) to Mihovil, son of Marko, fabric dyer from Split, for an annual sum of 80 Libras of small denars.<sup>34</sup> It is interesting that all four documents recording the transactions involving business venues are actually lease contracts, which leads to the conclusion that a significant part of craft shops in late medieval Split was, in fact, not privately owned, but merely rented by Split's craftsmen.<sup>35</sup> The following chart clearly demonstrates the types of real estate offered on Split's market at the time:

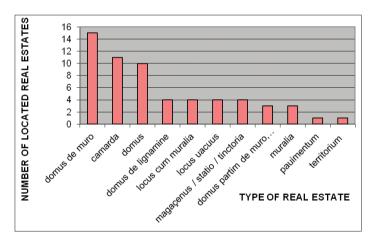


Chart 2: Types of real estate offered on Split's market in the period from 1443-1449

<sup>&</sup>lt;sup>32</sup> Business venues such as shops or taverns were usually located on the ground floor for easy access from the street. It is believed that they were present in most houses, even those which are called *domus* in the sources without specifying their parts. Cf. Benyovsky Latin, *Srednjovjekovni Trogir* (as in n. 2), 107; Fisković, "Romaničke kuće" (as in n. 3), 152; Josip Lučić, *Obrti i usluge u Dubrovniku do početka 14. stoljeća* [Crafts and services in Dubrovnik before the 14<sup>th</sup> century] (Zagreb: Sveučilište u Zagrebu, Institut za hrvatsku povijest, 1979), 180.

<sup>&</sup>lt;sup>33</sup> SAZ, OSA, box 9, vol. 23, nb. 11, fol. 59.

<sup>&</sup>lt;sup>34</sup> SAZ, OSA, box 8, vol. 23, nb. 3, fol. 108'-109.

<sup>&</sup>lt;sup>35</sup> The situation was similar in other Dalmatian communes. In Trogir, for example, most taverns or shops were rented by persons who did not own the storeys above them. It is for this reason that the rooms in the first floor were often separated from the ground floor, with its own external staircase. Cf. Fisković, "Romaničke kuće" (as in n. 3), 152; Irena Benyovsky, "Gospodarska topografija Trogira u srednjem vijeku" [Economic topography of Trogir in the Middle Ages], *Povijesni prilozi* 28 (2005), 32.

#### Location of Real Estate

It has been said above that the analyzed notarial notebook contains 63 contracts referring to real-estate transactions between Split's craftsmen in the period from 1443-1449. However, a further analysis of these documents made it possible to locate only 54 properties involved in these transactions. Since three of the properties changed owners several times over the period in question,<sup>36</sup> the total number of properties is smaller than the number of contracts. Moreover, there is no mention of the location of five properties in the records, which makes it impossible to determine whether they had already been mentioned in other transactions.<sup>37</sup> Furthermore, in one case the exact locality could not be identified due to the damaged document.<sup>38</sup> Therefore, only 54 properties with exact locations have been taken into account for further analysis, as it was possible to establish that they changed owners only once during this period.

According to the preserved records, Split's craftsmen purchased or rented properties equally in the old and the new parts of the city.<sup>39</sup> However, they owned somewhat fewer properties in the old town (*in ciutate ueteri*), where they were more expensive, than in the new part of the city (*in ciutate nuoa*), where they were somewhat more affordable. In fact, 42.59% of real estate owned by craftsmen in the given period were situated in the old town, that is, within the perimeter of the former Diocletian's Palace, while 55.55% were located in the *burgus*, which was joined to the city as a part of Split after being included within the city walls in the 14<sup>th</sup> century.<sup>40</sup> Only a single contract (1.85%) confirms leasing a land plot in one of Split's suburbs (*in suburbio Spaleti*).<sup>41</sup> Nevertheless, this does not mean that Split's craftsmen did not live in the suburbs as well. On the contrary, the preserved records of Split's notaries indicate a large number of craftsmen living there, such as cobbler Dragić Otolović *de suburbio* 

<sup>&</sup>lt;sup>36</sup> SAZ, OSA, box 8, vol. 23, nb. 6, fol. 258-258', 262', 355'-356.

<sup>&</sup>lt;sup>37</sup> SAZ, OSA, box 8, vol. 23, nb. 3, fol. 108'-109; nb. 6, fol. 272'-273; box 9, vol. 23, nb. 10, fol. 28; nb. 11, fol. 59; nb. 13, fol. 203-203'.

<sup>&</sup>lt;sup>38</sup> SAZ, OSA, box 9, vol. 23, nb. 9, fol. 414-414'.

<sup>&</sup>lt;sup>39</sup> The situation was similar elsewhere. In Dubrovnik, for example, craftsmen lived all over the city, from the oldest part, called the *sexterium* of Kaštel, to the new one – the *burgus*. In Trogir, several houses in the old part of the city are documented as owned by craftsmen, even though they mostly lived in Prigrade. Cf. Lučić, *Obrti i usluge u Dubrovniku* (as in n. 32), 212; Benyovsky Latin, *Srednjovjekovni Trogir* (as in n. 2), 168-179.

<sup>&</sup>lt;sup>40</sup> Željko Rapanić, Od carske palače do srednjovjekovne općine [From an imperial palace to a medieval commune] (Split: Književni krug, 2007), 192; Fisković, "Romaničke kuće" (as in n. 3), 151; Raukar, Studije o Dalmaciji (as in n. 7), 12-14.

<sup>&</sup>lt;sup>41</sup> SAZ, OSA, box 9, vol. 23, nb. 12, fol. 187'.

*Spaleti*,<sup>42</sup> tailor Radoslav Srnilović, also a resident of the *burgus*,<sup>43</sup> or another cobbler, Juraj Vranijević, *habitor in suburbio*.<sup>44</sup> However, none of them was involved in transactions concerning real estate and they are mentioned in different contexts.<sup>45</sup> The records, logically, do not mention a larger number of purchases in the suburbs since the area encompassed by the city walls was much more attractive for security reasons.

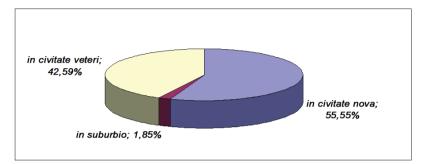


Chart 3: Location of real estate in Split purchased during the period from 1443-1449

It has been established that Split's craftsmen owned properties both in the old and in the new part of the city. Medieval notaries were acquainted with this division of urban space, listing each individual property in their records as either *in ciuitate ueteri Spaleti* or *in ciuitate noua Spaleti*. Besides, each property was defined spatially by indicating the owners of the surrounding properties.<sup>46</sup> For instance, a purchase contract from May 17, 1446 contains an exact location of the wooden cottage in question. It was situated *super loco monasterii Sancte Marie de Taurello, proppe domum Iohannis intagliatoris, proppe domum Grubani pelliparii, proppe uiam publicam et proppe domum olim Pribili.*<sup>47</sup> In some cases, the notary even listed the exact arrangement of the neighbouring plots, according to the cardinal directions. Thus, master furrier Petar, son of Nikola, a citizen and resident of Split, purchased a house of the late Cvitan

<sup>&</sup>lt;sup>42</sup> SAZ, OSA, box 8, vol. 23, nb. 4, fol. 155'.

<sup>&</sup>lt;sup>43</sup> SAZ, OSA, box 8, vol. 23, nb. 8, fol. 346'.

<sup>&</sup>lt;sup>44</sup> SAZ, OSA, box 8, vol. 23, nb. 8, fol. 365.

<sup>&</sup>lt;sup>45</sup> Besides, the suburbs of Split mostly contained wooden houses and thus the potential buyer of a stone house had to look for his purchase within the city. Cf. Fisković, "Romaničke kuće" (as in n. 3), 151. More on the commoners' houses in Split's suburbs in Anita Ercegović, *Pučka arhitektura starih splitskih predgrađa* [Commoners' architecture in the old suburbs of Split] (Split: Književni krug, 2002).

<sup>&</sup>lt;sup>46</sup> In other Dalmatian communes, such as the nearby Trogir, the compilers of documents described land plots in the same way. Cf. Benyovsky Latin, *Srednjovjekovni Trogir* (as in n. 2), 104-105.

<sup>&</sup>lt;sup>47</sup> SAZ, OSA, box 9, vol. 23, nb. 9, fol. 420.

situated *in ciuitate noua Spaleti, super loco et territorio ecclesie Sancti Cipriani, proppe domum olim Marci calegarii a meridie, proppe uiam publicam per quam itur ad Portas Pistorii ab orriente, ab occidente proppe uiam uicinalem et proppe alios suos plures et confines.*<sup>48</sup> Although in some Dalmatian communes it was common to define the location of a property according to the cardinal directions,<sup>49</sup> in Split it was apparently not the case. Namely, out of 54 properties in the city area that could be located, only 3 (5.55%) were more closely defined by means of the cardinal directions.<sup>50</sup> It is not known why the notary chose to do it in these particular cases, as the contracts do not differ from all the others used in administrative procedures at the time.

Therefore, since properties were not more closely defined by the cardinal directions, the available data does not allow us to draw conclusions on whether Split's craftsmen grouped their business venues and houses in a particular part of the city, or even if craftsmen from the same line of crafts resided in the same part of the city or even in the same street.<sup>51</sup> Nevertheless, the lack of data does not mean that it was not

<sup>&</sup>lt;sup>48</sup> SAZ, OSA, box 8, vol. 23, nb. 8, fol. 352'.

<sup>&</sup>lt;sup>49</sup> For example, in Zadar or Trogir. Cf. Ivo Petriciolli, "O položaju kuće kralja Ludovika Anžuvinca i crkve sv. Silvestra u Zadru" [On the situation of the house of King Louis of Anjou and the church of St Silvester in Zadar], *Starohrvatska prosvjeta* 15 (1985), 119; Andreis, Benyovski Latin, and Plosnić Škarić, "Socijalna topografija Trogira u 14. st." (as in n. 2), 106; Benyovsky Latin, *Srednjovjekovni Trogir* (as in n. 2), 119.

<sup>&</sup>lt;sup>50</sup> SAZ, OSA, box 8, vol. 23, nb. 8, fol. 352'; box 9, nb. 9, fol. 414-414'; nb. 13, fol. 202'-203.

<sup>51</sup> One should say that more than fifty years ago, C. Fisković concluded that in the 15th-century Split goldsmiths largely grouped in the street that came to be called Zlatarska (Goldsmiths') Streets after them, but it is not sure where he found this information and he did not locate this street. Cf. Cvito Fisković, "Umjetnički obrt 15.-16. st. u Splitu" [Artisan crafts in Split during the 15th and 16th centuries], in Zbornik u proslavu petstogodišnjice rođenja Marka Marulića (1450.-1950.), ed. Josip Badalić and Nikola Majnarić (Zagreb: JAZU, 1950), 150-151. Similarly, N. Klaić and I. Petricioli have stated that there was a ruga peliciariorum or contrata pilipariorum in Split, but in the records of Split's notaries from the mid-15th century I have not been able to find any information that would confirm it. Cf. Nada Klaić and Ivo Petricioli, Zadar u srednjem vijeku do 1409. [Zadar in the Middle Ages (until 1409)] (Zadar: Filozofski fakultet u Zadru, 1976), 505. Nevertheless, I have not excluded the possibility that there was a zone where craftsmen of the same trade were grouped, as that is what the social topography of other medieval commune shows. Thus, the millers of Trogir, for example, were grouped next to the gate leading into the city, in the vicinity of St Mary de burgo, and the tanners of Šibenik below the monastery of St Francis, in a place called "Žudika". Cf. Benyovsky Latin, Srednjovjekovni Trogir (as in n. 2), 189; Josip Kolanović, Šibenik u kasnome srednjem vijeku [Šibenik in the late Middle Ages] (Zagreb: Školska knjiga, 1995), 27. In Venice, the apartments of the caulkers were located next to the Arsenal, and the glassmakers lived on the island of Murano, where they were moved by the Venetian authorities after a fire they caused in the city centre. Apparently, it was common at the time to move those facilities which produced noise or pollution, or increased the threat of fire, outside of the city walls. Cf. Frederic C. Lane, Venice. A Maritime Republic (Baltimore and London: The Johns Hopkins University Press, 1973), 158 and 164; Alan Vince, Medieval Towns (London: Equinox, 1994), 53. Thus, some craftsmen of the same line were grouped in Split outside of the city, as visible from a document of June 16, 1447, where the Doge of Venice ordered the furriers,

the case. Historians have established that the economically most active part of Split was the area around the city harbour and St Laurence Square, where most businesses agreements were made.<sup>52</sup> This is confirmed by the notarial notebook analyzed here. Namely, the small streets around the square used to have a whole line of workshops and craft shops,<sup>53</sup> which is why some craftsmen purchased their residential houses there as well, probably with the intent of opening their own workshops and shops on the ground floor. Thus, in only three years Split's craftsmen traded in real estate four times within the area around the church Sancta Maria de Taurello. The first instance was cobbler Novel Cvitanović, who purchased a small house on May 8, 1445, which was, among other things, situated super loco monasterii Sancte Marie de Taurello.<sup>54</sup> The second case is a small house purchased on May 17, 1446, also super loco monasterii Sancte Marie de Taurello,<sup>55</sup> although it is evident from the boundary description that it was not situated next to the land plot of cobbler Novel. Another house was sold next to the monastery and the church Sancte Marie de Taurelo on June 22, 1447,56 and one more on October 24, 1448.<sup>57</sup> In this last case, it is interesting that furrier Juraj Vukosalić sold the house to another furrier, Luka Pribanić, which was located near furrier Gruban. There must have been valid business reasons for such proximity of craftsmen from the same line. In addition, the description of the boundaries lists two neighbours of the abovementioned cobbler Novel Cvitanović. Even though purchasing real estate near other craftsmen may have been a pure coincidence, the frequency of purchases in the area around the church Sancta Maria de Taurello, that is, along

<sup>56</sup> SAZ, OSA, box 9, vol. 23, nb. 11, fol. 87-87'.

tanners, and tailors of Split to participate in the works on the city walls, which they refused as they lived on the other side of the Pistura Gate (*extra portam Pistorii*). The source, unfortunately, does not tell us where it was exactly. Cf. *Zlatna knjiga grada Splita* [The golden book of Split], series ed. Ivo Frangeš (Split: Književni krug, 1996), 209. Judging from that, craftsmen of the same trade should have also been grouped within the city.

<sup>&</sup>lt;sup>52</sup> Raukar, *Studije o Dalmaciji* (as in n. 7), 17-18. The city harbour and the main city square were the business centre of all medieval towns. Cf. Tomislav Raukar, *Zadar u 15. stoljeću: društveni razvoj i ekonomski odnosi* [Zadar in the 15<sup>th</sup> century: Social development and economic relations] (Zagreb: Sveučilište u Zagrebu, Institut za hrvatsku povijest, 1977), 21; Benyovsky, "Gospodarska topografija" (as in n. 35), 23-44; Lučić, *Obrti i usluge u Dubrovniku* (as in n. 32), 181; Sabine Florence Fabijanec, "Od tržnice do luke. Trgovačka svakodnevica srednjovjekovnog grada" [From the market to the harbour: Everyday trading life in a medieval town], <u>http://www.matica.hr/kolo/kolo2006\_4nsf/AllWebDocs/Od\_trznice\_do\_luke</u>.

<sup>&</sup>lt;sup>53</sup> See e.g. SAZ, OSA, box 6, vol. 21, nb. 1, fol. 24-24'; box 8, vol. 23, nb. 4, fol. 170; k. 8, vol. 23, nb. 5, fol. 222; box 9, vol. 23, nb. 12, fol. 187'-188, etc.

<sup>&</sup>lt;sup>54</sup> SAZ, OSA, box 8, vol. 23, nb. 6, fol. 291.

<sup>&</sup>lt;sup>55</sup> SAZ, OSA, box 9, vol. 23, nb. 9, fol. 420.

<sup>&</sup>lt;sup>57</sup> SAZ, OSA, box 9, vol. 23, nb. 13, fol. 236-236'.

the western part of St Laurence Square, indicates that this part of the city was a rather attractive area for Split's craftsmen due to its economic vivacity.

## Property values

A quick glance at the preserved records on real-estate trading indicates that prices in Split were rather uneven in the mid-15<sup>th</sup> century. The reasons were many, and they mostly had to do with the size, quality, and purpose of the property, as well as its location. In our analysis of the prices of real estate in Split, all purchase and lease contracts have been taken into account. Prices have been converted to Venetian Libras, according to the average currency rate of the mid-15<sup>th</sup> century: 6 Libras for 1 ducat.<sup>58</sup>

The widest range of prices is evident in wooden cottages, from merely 18 to as many as 180 Libras. However, two contracts with such prices are actually exceptions and do not reflect the average price range. Other records show that wooden cottages in the new part of the city could be bought for an average of 50 small Libras.<sup>59</sup> The price of 180 Libras can really be considered an exception, probably overblown by the seller due to the buyer's wealth. The cottage was, namely, purchased by one of the most prominent and wealthiest citizens of Split, *ser* Ivan from Gubbio.<sup>60</sup> On the other hand, the sum of 18 Libras, which Pavica, wife of Petar the shipmaker, paid for her property<sup>61</sup> was definitely below the average, which may indicate that the house was derelict and needed additional investment. Interestingly, both houses were situated in the same area, Dobrić, between the city harbour and St Laurence Square, which leads to the conclusion that the location of real estate was not the key factor in determining its value.

The prices of larger houses also demonstrate disproportion, mainly due to the building material. The most expensive ones were, naturally, stone houses, offered for

<sup>&</sup>lt;sup>58</sup> In a document from February 14, 1455, the exchange rate of the Venetian ducat is given with regard to the pound: *librarum sex, solidorum quatuor pro singulo ducato*. Cf. SAZ, OSA, box 11, vol. 25, nb. 4, fol. 139'. Allowing for minor discrepancies with regard to some years earlier, and also for the sake of easier calculaton, we have rounded up the exchange rate here to 1:6. Cf. Raukar, *Zadar u 15. st.* (as in n. 52), 299. More on the monetary system of medieval Dalmatian communes can be found in Zlatko Herkov, *Građa za financijsko-pravni riječnik feudalne epohe Hrvatske* [Sources for a financiallegal dictionary of the feudal epoch in Croatia], 2 vols. (Zagreb: JAZU, 1956); idem, *Mjere hrvatskog primorja* [Measurements in the Croatian Littoral] (Rijeka: Historijski arhiv, 1971).

<sup>&</sup>lt;sup>59</sup> See e.g. SAZ, OSA, box 8, vol. 23, nb. 4, fol. 189-189'; box 9, vol. 23, nb. 12, fol. 179; nb. 16, fol. 386', etc.

<sup>&</sup>lt;sup>60</sup> SAZ, OSA, box 9, vol. 23, nb. 15, fol. 328'. More on the private life and business activity of Ivan of Gubbio can be found in: Tomislav Raukar, "Ser Baptista de Augubio, civis Spaleti," *Mogućnosti* 1 (1979), 108-118. (reprint in: *Studije o Dalmaciji* [as in n. 7], 285-296).

<sup>&</sup>lt;sup>61</sup> SAZ, OSA, box 9, vol. 23, nb. 9, fol. 398.

an average of 300 small Libras.<sup>62</sup> The largest sum recorded in the analyzed notarial notebook is 650 small Libras, paid by furrier Mihovil, son of Alegreti, from Split for only a *medietatem unius sue domus*, but *cum tribus suis pauimentis, vna canipa et apoteca*.<sup>63</sup> Nevertheless, depending on the features, houses were available for purchase at significantly lower prices. Thus, barber Antun, son of Petar, from Split managed to purchase a stone house with a canopy in the old part of the city for only 50 small Libras.<sup>64</sup> Wooden houses were somewhat cheaper and available for purchase at 70 Libras on the average, depending on the location.<sup>65</sup> Whereas the prices of wooden houses were quite even, the prices of houses built partly of stone and partly of wood again demonstrate a wide price range. There was only one such house, however, available for 26 Libras,<sup>66</sup> while others sold for much more, regularly over 100 Libras.<sup>67</sup>

The prices of land plots depended mainly on the location, but also on structures built on them. The analyzed notarial notebook records a sale of only one empty plot in the old part of the city for as much as 20 golden ducats or 120 Libras.<sup>68</sup> However, empty plots could be rented for a lot less, from a few solids to 80 Libras, again depending on the location.<sup>69</sup> Such plots could serve for building a house or a business venue, as one of the contracts explicitly states *ad fabricandum et murandum*.<sup>70</sup> A plot with an already constructed edifice must have been more expensive also when renting, although no such contract has been preserved in the analyzed notarial notebook. Nevertheless, two lease contracts of *locus cum muralia* show discrepancies in value ranging up to five times the price. The reason must have been in the fact that in the one case only *unus locus cum muralia* was rented for 40 solids,<sup>71</sup> while in the other

<sup>&</sup>lt;sup>62</sup> See e.g. SAZ, OSA, box 8, vol. 23, nb. 4, fol. 177'-178; box 9, vol. 23, nb. 13, fol. 202'-203; nb. 14, fol. 282', etc. The prices of real estate in Split were apparently similar to those in other Dalmatian communes of the time. In Trogir, for example, a stone house in Novi grad could be bought in the 15<sup>th</sup> century for 200-300 Libras, while the tavern as such cost about 200 Libras. A land plot could be bought for about 40 Libras, and a tower rented for some 50 Libras per year. Cf. Benyovsky Latin, *Srednjovjekovni Trogir* (as in n. 2), 186-191. As we shall see, the prices were very similar in Split.

<sup>63</sup> SAZ, OSA, box 9, vol. 23, nb. 14, fol. 287'.

<sup>&</sup>lt;sup>64</sup> SAZ, OSA, box 8, vol. 23, nb. 8, fol. 368'-369.

<sup>&</sup>lt;sup>65</sup> See e.g. SAZ, OSA, box 8, vol. 23, nb. 7, fol. 299'; box 9, vol. 23, nb. 13, fol. 228'; nb. 15, fol. 343-343', etc.

<sup>&</sup>lt;sup>66</sup> SAZ, OSA, box 9, vol. 23, nb. 9, fol. 407-407'.

<sup>&</sup>lt;sup>67</sup> See e.g. SAZ, OSA, box 8, vol. 23, nb. 6, fol. 249'; nb. 8, fol. 366.

<sup>68</sup> SAZ, OSA, box 8, vol. 23, nb. 4, fol. 162-162'.

<sup>&</sup>lt;sup>69</sup> See e.g. SAZ, OSA, box 8, vol. 23, nb. 3, fol. 141'; box 9. vol. 23, nb. 16, fol. 372'.

<sup>&</sup>lt;sup>70</sup> SAZ, OSA, box 9, vol. 23, nb. 10. fol. 22.

<sup>&</sup>lt;sup>71</sup> SAZ, OSA, box 9, vol. 23, nb. 12, fol. 196-196'.

it was *unus locus cum muralia et domo super eo* for 220 small Libras.<sup>72</sup> The landlord obtained a very good price here, as houses without land plots in this part of the city were normally given in lease for about 100 Libras.<sup>73</sup> Plots beyond the city walls were significantly cheaper, the proof of which is a contract indicating the annual rent of only 6 small Libras.<sup>74</sup>

Besides land plots with or without edifices, one could rent the facility alone, without the corresponding plot. These were mainly larger stone structures that the notaries defined as *muralia*. Property relations between the owner and the tenant were regulated by the commune, and in most cases it protected the rights of the tenant.<sup>75</sup> Prices of the rented properties varied depending on the location, size, and quality. Thus, *ser* Andrija Markov sublet *omnes suos iures, actiones et rationes in una muralia empta* to a Split citizen and resident, blacksmith Jakov, son of Nikola from Trogir,<sup>76</sup> while *ser* Zanac, son of Nikola, and *ser* Nikola, son of Dominik de Papalis, sublet *unam muraliam uacuam et discopertam* to the same blacksmith for only 3 Libras a year, but for a period of ten years.<sup>77</sup> It is, therefore, likely that the rent also depended on the length of the contract. Concerning the prices of such properties in case of purchase, there is a record of only one such contract, in which blacksmith Jakov, son of Nikola, purchased a half of the property for 66 Libras and 13 solids of small denars from *ser* Nikola, son of Alberti.<sup>78</sup>

Finally, the prices of business facilities should be mentioned as well. These depended mostly on the location, and the venues at more frequent localities in the city could reach an annual rent of several ducats. Thus, a barber from Split, master Miladin, paid as much as 5 golden ducats (60 Libras) annually for his business venue next to the Venetian Tower in Split's district of Dobrić, right next to the harbour.<sup>79</sup> If the business venue was equipped, the price could be even higher. For example, Mi-

<sup>&</sup>lt;sup>72</sup> SAZ, OSA, box 9, vol. 23, nb. 12, fol. 175-175'.

<sup>&</sup>lt;sup>73</sup> See e.g. SAZ, OSA, box 8, vol. 23, nb. 6, fol. 249' or SAZ, OSA, box 9, vol. 23, nb. 11, fol. 87-87'.

<sup>&</sup>lt;sup>74</sup> SAZ, OSA, box 9, vol. 23, nb. 12, fol. 187'.

<sup>&</sup>lt;sup>75</sup> The Statute decreed that the owner of a building could not evict a tenant before the agreed term. He could do it only in exceptional cases, e.g. if the tenant failed to pay the rent in time or if the edifice was in need of repair because of damage resulting from subletting it. If the owner wanted to evict the tenant because he wanted to use the property himself, he could do it only if he was not able to find another house to live in. Cf. *Statut grada Splita* (as in n. 7), 769.

<sup>&</sup>lt;sup>76</sup> SAZ, OSA, box 8, vol. 23, nb. 6, fol. 272'-273.

<sup>&</sup>lt;sup>77</sup> SAZ, OSA, box 9, vol. 23, nb. 13, fol. 239-239'.

<sup>&</sup>lt;sup>78</sup> SAZ, OSA, box 9, vol. 23, nb. 14, fol. 277'.

<sup>&</sup>lt;sup>79</sup> SAZ, OSA, box 9, vol. 23, nb. 11, fol. 59.

hovil, son of Marko, a fabric dyer from Split, paid an annual rent of 80 small Libras for his workshop.<sup>80</sup> The average values of Split's real estate in the mid-15<sup>th</sup> century are shown in the following charts:

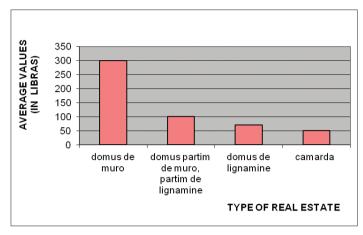


Chart 4: Average prices of real estate for purchase in the period from 1443-1449

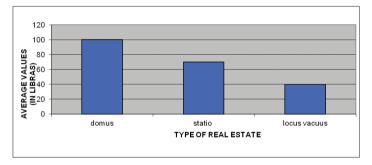


Chart 5: Average prices of real estate for rent in the period from 1443-1449

## Payment methods

The payment methods in case of purchase or rent depended, exclusively it would seem, on the arrangement between the buyer/tenant and the seller/owner. In case of rent, payment would normally be arranged annually, with the contract for a period up to several years. The payment terms were also determined by the contract or, exceptionally, by common law.<sup>81</sup> Thus, on December 3, 1443, the abovementioned

<sup>&</sup>lt;sup>80</sup> SAZ, OSA, box 8, vol. 23, nb. 3, fol. 108'-109.

<sup>&</sup>lt;sup>81</sup> The Statute of Split warns that the deadline for paying the rent for a house should be stated in the contract, and if not, then *debet attendi consuetudo ciuitatis Spaleti*. If such a custom did not exist, the

Mihovil, son of Marko, signed a two-year contract for renting his workshop with the testament executors of the late fabric dyer Matej, son of Dominik, from Zadar.<sup>82</sup> The arranged sum of 80 Libras of small denars was paid *omni anno* and *pro annis duobus*. A somewhat more favourable contract was drawn between master Jakov from Prato with the property managers of the monastery of St Francis *extra muros Spaleti*. He, namely, rented a shop in the old town *pro vno ducato auro in anno*, but *ad annos Nouem*.<sup>83</sup> Such cases seem to show that the length of the contract and the annual lease were inversely proportional.

Purchasing real estate presented a slightly different affair, in which the payment method was more favourable for the buyers. The required sum could, namely, be paid in instalments, which was not uncommon in the trading practice of Split. Namely, as much as 19.51% of real estate sold in 1443-1449 were paid in instalments, and if one adds several preserved receipts for the payment of the final instalment (pro resto et complemento soluere precii...), it leads to the conclusion that more than a quarter (26.82%) of the purchased real estate was paid in instalments. The loan repayment periods were not nearly as long as they are today, and they again depended largely on the arrangement between the buyer and the seller. The preserved contracts indicate that the price of the purchased real estate was mostly completely paid within a year, in 2-3 instalments, and the dates usually coincided with the religious feast days. On October 2, 1444, for instance, Mihovil, son of Filip from Solta, purchased two thirds of a stone house in the old part of the city from Mikan Jubinović from Dilat, and arranged to pay it in instalments. The first instalment was due at Christmas of the following year (hinc ad festum natiuitatis Domini proxime venturos), while the second followed a year after (vsque ad unum annum).<sup>84</sup> Apart from this option, a clever buyer could arrange delayed payment. Thus, furrier Mihovil Milošević from Split purchased a stone house and arranged with procurator of the property of noblemen ser Andrija and ser Antun de Grixogonis from Zadar to pay it in instalments starting with a five-month delay. Namely, according to the contract of January 21, 1449, a half of the sum of 400 small Libras was to be paid on the feast day of St Doimo, in May,

rent should be paid until the end of the year. Along with all these details, the commune settled other issues related to the lease of real estate, such as taking loans or subletting property. The conditions for renting other assets, such as boats or donkeys, was settled in a similar manner. Cf. *Statut grada Splita* (as in n. 7), 769-773.

<sup>&</sup>lt;sup>82</sup> SAZ, OSA, box 8, vol. 23, nb. 3, fol. 108'-109.

<sup>&</sup>lt;sup>83</sup> SAZ, OSA, box 9, vol. 23, nb. 12, fol. 172'.

<sup>&</sup>lt;sup>84</sup> SAZ, OSA, box 8, vol. 23, nb. 5, fol. 200.

and the rest on St Michael's in September (*medietatem in festo sancti Duymi proxime venturos de mensis Maii et aliam medietatem deinde in festo sancti Michaelis de mensis Septembris*).<sup>85</sup> A marginal note in the document confirms that the payment was made in due time.

Apart from purchasing a property for a particular price, the legal practice of the time allowed for property exchange,<sup>86</sup> which is evident from the first two contracts preserved in the analyzed notarial notebook. The first case refers to Nikolota, wife of Franjo, son of Gulian, who exchanged a land plot with a stone structure in the old part of the city for a house owned by goldsmith Vuk in the new part of the city (*Nicolota*, vxor Francisci Guliani ... permutauit Vucho aurifici ... vnum suum locum cum muralia ... pro vna domo dicti Vuchi).87 The newly acquired property of goldsmith Vuk was situated next to his other property, which demonstrates the tendency of vertical expansion within urban space. Considering the fact that medieval commoners did not purchase the neighbouring houses in order to create seats of extended families, as the nobility did,<sup>88</sup> we can rightfully assume that goldsmith Vuk intended the neighbouring property for a business venue. In the other case of property exchange, goldsmith Petar Krivosić exchanged his share in two houses for two parts of a land plot, the total size of two vreteno, with his brother, barber Ratko Krivosić (Petrus Criuosiich aurifex ... permutauit ... Ratcho Criuosiich barberio, eius fratri ... omnes suam ius et actionem quam habet in duabus domibus ... pro duabus partibus vnius terre, vretenorum quatuor).89 Petar and Ratko, as it seems, exchanged the inherited properties among themselves in order not to further fragment them in their own last wills. In this way, goldsmith Petar obtained a valuable family plot, while barber Ratko acquired two family houses.

<sup>&</sup>lt;sup>85</sup> SAZ, OSA, box 9, vol. 23, nb. 14, fol. 271'-272.

<sup>&</sup>lt;sup>86</sup> The practice of exchanging property was also known in Trogir. It was a special type of sale in which the seller "donated" the object and the buyer "returned" the gift. Cf. Benyovsky Latin, Srednjovjekovni Trogir (as in n. 2), 119. More on property exchange in Lujo Margetić, Hrvatsko srednjovjekovno obiteljsko i nasljedno pravo [Medieval Croatian family and inheritance law] (Zagreb: Narodne novine, 1996), especially 186-187.

<sup>&</sup>lt;sup>87</sup> SAZ, OSA, box 8, vol. 23, nb. 6, fol. 271-271'.

<sup>&</sup>lt;sup>88</sup> In the Middle Ages, the commoners were normally not interconnected vertically within urban space, in a series of generations starting with a single predecessor. Their concept of family life was not defined by family ties and was limited to a single household. Cf. Benyovsky, "Gospodarska topografija Trogira" (as in n. 35), 31.

<sup>&</sup>lt;sup>89</sup> SAZ, OSA, box 8, vol. 23, nb. 6, fol. 271-271'.

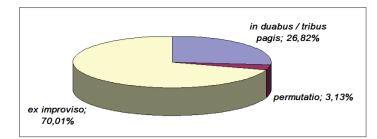


Chart 6: Payment methods in trading with real estate in Split in the period from 1443-1449

### Property owners

In the chosen notarial notebook, we have analyzed all the documents indicating transactions with real estate in Split during the period from 1443-1449, where the main protagonists were Split's craftsmen. However, let us now consider in detail the structure of the sellers/owners and buyers/tenants.

The role of the seller/owner in the recorded documents is attributed to a chemist, a barber, a caulker, a carver, a goldsmith, three carpenters, five cobblers, and 10 furriers. The same notebook lists as the buyers/tenants a goldsmith, a tile-maker, a crossbow-maker, two tailors, two carpenters, and two blacksmiths, three barbers and three tanners, seven cobblers, and twelve furriers. Considering the number and types of vocations mentioned in the real estate trading contracts, we can conclude that these actually reflect the structure of crafts in the late medieval Split.<sup>90</sup> The structure of craftsmen as owners of real estate according to specific crafts in the mid-15<sup>th</sup> century is shown in the following charts:

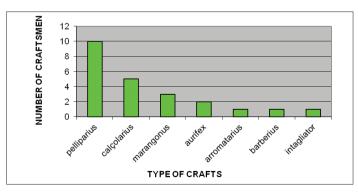


Chart 7: Structure of sellers and owners of real estate in the period from 1443-1449

<sup>&</sup>lt;sup>90</sup> According to the data published back in 1982 by T. Raukar, in the period from 1443-1449 it was the trade of cobblers and furriers that was the most numerous in the city, while the woodcarvers, tile-makers, and apothecaries were less present. Cf, Raukar, *Studije o Dalmaciji* (as in n. 7), 164.

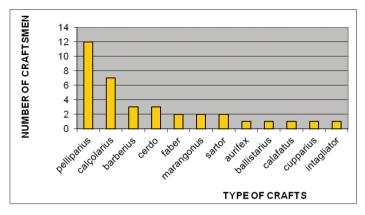


Chart 8: Structure of buyers and tenants of real estate in the period from 1443-1449

By analyzing the structure of craftsmen involved in real-estate trading in the mid-15th century, as well as the sums involved in certain financial transactions, we have tried to determine the purchasing power of Split's craftsmen and isolate those crafts that may have stood out from the rest, based on their financial position. It is known, namely, that certain crafts, mainly artistic or those that had reached a higher level of technological development in the medieval period would bring greater profit than the rudimentary crafts. Thus, painters, stone-carvers, builders, goldsmiths, caulkers, and fabric dyers stood out financially from the rest.<sup>91</sup> Nevertheless, looking at the structure of those craftsmen who were purchasing real estate within the city, we have noticed that all lines of craftsmen invested roughly equal sums in dealing with their housing matters.<sup>92</sup> In other words, although a part of craftsmen resided in Split's suburbs, where properties were undoubtedly cheaper, one cannot claim that one craft was more profitable than another based on the value of real estate they owned within the city walls. Quite the contrary: the three most expensive properties offered on Split's real-estate market during the period from 1443-1449 were purchased by craftsmen from the basic lines of crafts, usually considered less profitable and reputable. The most expensive of them – a half of a four-storey house in the new part of town, with a cottage and a shop (medietatem unius sue domus cum treibus suis pauimentis,

<sup>&</sup>lt;sup>91</sup> Ibid., 176.; Benyovsky Latin, Srednjovjekovni Trogir (as in n. 2), 170-171; Lučić, Obrti i usluge u Dubrovniku, 231.

<sup>&</sup>lt;sup>92</sup> J. Lučić also tried to determine the economic standard of certain trades according to the price of houses that certain craftsmen bought, but he came to the conclusion that the situation in Dubrovnik was more or less even in that respect. Only a few craftsmen stood out with the value of their real estate, members of textile and goldsmith trade. Cf. Lučić, *Obrti i usluge u Dubrovniku* (as in n. 32), 211 and 231.

vna canipa et vna apoteca) – was purchased by furrier Mihovil, son of Alegreti, on March 17, 1449 for as much as 650 small Libras.<sup>93</sup> In May of the same year, tailor Milivoj Pitiković and Radojko Draginović purchased a luxurious stone house (vnam domum de muro et cuppis copertam) from cobbler Petar, son of Juraj, in the old part of town for as much as 95 golden ducats, which amounts to 570 small Libras.<sup>94</sup> It should be noted that both Milivoj and Radojko were residents of Split at the time, which means that the purchased estate was not their first. Finally, on December 21, 1444, cobbler Marko Šoštarić from Split purchased a plated stone house (vnam domum de *muro*, *copertam*) in the new part of town as his second property for 85 golden ducats or 510 small Libras.<sup>95</sup> These sums were exceptional even for the citizens with greater purchasing power. For instance, the second property of ser Rajnerije, son of Lovro, was valued at the average 300 small Libras, and that of the wife of ser Petar from Split, Ms Stančica, at only 180 small Libras.<sup>96</sup> On the other hand, members of the most profitable crafts, such as goldsmiths or stone-carvers, did not stand out with the value of their estates properties, fitting into the average craftsmanship class instead. While craftsmen with less purchasing power often did have to live in cheaper houses in the Split suburbs, a part of them still managed to ensure a decent living within the city walls. Obviously, it was not a matter of profitability of a certain craft, but rather to the personal ability of each individual to ensure himself and his family a safe existential minimum.

## Conclusion

This study is based on an analysis of archival records on real-estate transactions among Split's craftsmen during the period from 1443-1449. This includes 63 documents of different purposes, most of which are contracts of purchase (65.07%), cession (14.28%), lease (7.93%), rent (3.17%), property exchange (3.17%), and donation (1.58%).

According to the analyzed data, it seems that Split's late medieval craftsmen acquired three types of real estate: housing facilities, business venues, and land plots

<sup>&</sup>lt;sup>93</sup> SAZ, OSA, box 9, vol. 23, nb. 14, fol. 287'. For the sake of comparison, one should mention here that in the first half of the 15<sup>th</sup> century, a storey of a house, together with the tavern and the external staircase, could be bought for a rather Objective price of 280 small Libras. Cf. Benyovsky, *Srednjovjekovni Trogir* (as in n. 2), 129, n. 840.

<sup>94</sup> SAZ, OSA, box 9, vol. 23, nb. 15, fol. 308-308'.

<sup>95</sup> SAZ, OSA, box 8, vol. 23, nb. 5, fol. 235'-236.

<sup>96</sup> SAZ, OSA, box 8, vol. 23, nb. 4, fol. 177'-178; k. 10, vol. 24, fol. 96-96'.

with or without edifices. Split's craftsmen were mainly interested in high-quality houses made out of stone (68.75%) and somewhat less in wooden houses (18.18%) or even those made partly of stone and partly of wood (13.63%). Apart from such houses, Split's real-estate market of the mid-15<sup>th</sup> century also offered smaller wooden houses and larger stone structures, usually sold with or without the pertaining land plot. Lack of money forced many to purchase only a single storey in a house or its smaller part, although such divisions were, as it seems, relatively uncommon, since the analyzed notarial notebook contains only a single record of renting a storey of a house. As far as business venues are concerned, Split's craftsmen of the mid-15<sup>th</sup> century mostly invested in shops, but they were usually rented rather than bought.

The location of properties indicates that Split's craftsmen purchased them both in the old part of the city, that is, within the walls of Diocletian's Palace, and in the suburbs which, having been enclosed within the walls in the 14<sup>th</sup> century, likewise belonged to the city. Namely, 55.55% of properties purchased in the period from 1443-1449 was situated in the new part of town, whereas 42.59% were located in the old. Only one of the preserved records (1.85%) attests a leasing contract of a land plot in a Split suburb. The source material does not indicate a larger number of real-estate purchases in the suburbs, since the area enclosed within the city walls was far more attractive to the buyers for security reasons. Nevertheless, according to the frequency of real-estate transactions in the western part of the city, especially in the area between the city harbour and St Laurence Square, it can be concluded that Split's craftsmen found this part highly interesting, due to its vivid economic activity.

Real-estate values were quite uneven and depended on the type of estate, its size and quality, and finally its location. For instance, stone houses were on the average six times more expensive than wooden ones, whereas the prices of plots with edifices were much higher than those of empty land plots. The records furthermore attest that properties could also be sold without the pertaining land plots, which would stay in the ownership of its initial owner. Property relations were regulated by the commune, by means of statutory decrees. Rents depended mainly on the location, with the highest ones usually in the most frequented areas.

Payment methods depended on the arrangement of the parties. Instalments were not uncommon and more than a quarter of properties (26.82%) sold in 1443-1449 were paid in instalments. The payment period was usually not longer than a year and the debt was payable in two or three instalments. A clever buyer could arrange for a payment delayed for a couple of months. Rent was paid annually, with the sum depending on the location and the contract length. Apart from purchase, estates could be acquired by means of exchange, where another estate served as the payment method.

By analyzing the structure of craftsmen involved in real-estate trading, as well as the sums involved in financial transactions, we have tried to determine the purchasing power of Split's craftsmen and isolate those crafts which may have been particularly profitable. However, an in-depth analysis has shown that all crafts invested approximately the same sums in their housing. While craftsmen with lesser purchasing power had to live in cheaper areas, a part of them still managed to obtain property within the city walls. The profitability of a craft was thereby obviously not an issue, but rather the personal ability of individuals to secure good living for his family.