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Lifetime Care in Peasant Families in the Final Period before Enfranchisement in the Kingdom of Poland, Based on Notarial Deeds

Opieka dożywotnia w rodzinach chłopskich w ostatnim okresie przed uwłaszczeniem w Królestwie Polskim na podstawie aktów notarialnych

ABSTRACT

The article presents an analysis of lifetime care contracts in peasant families in the Kingdom of Poland during the final period before enfranchisement (1857–1862), when the land lords still had power over the peasant population. It presents various survival strategies of seniors in rural communities, indicating the place of lifetime care among them. It discusses the legal regulations according to which such provisions were made. The analysis included lifetime care contracts concluded in three poviats of the Kingdom of Poland located in the west (Konin powiat), in the centre (Grójec powiat) and in the south of the country (Stopnica powiat), which allowed for presenting the regional differences within the analyzed institution. The criterion for selecting individual poviats was

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the advancement of rental reforms occurring in their territory. A preliminary comparison was also made of the situation in this respect in the same poviats at the turn of the first and second decade of the 19th century. The article is based on notarial deeds prepared by offices operating in the abovementioned administrative units. The concluded agreements were subjected to a detailed analysis, with an emphasis on the standard of living that elders could achieve thanks to them. Additionally, the methods of dividing property and the wealth owned by peasant families were examined, because the signing of lifetime care agreements accompanied donations of real estate along with its value estimation. The analysis concerns primarily peasant families with rental farms, because they were the ones who made such records in notary offices.

Key words: lifetime care, old age, peasants, rent, notary, Kingdom of Poland

STRESZCZENIE

Artykuł przedstawia analizę umów dożywotniej opieki w rodzinach chłopskich w Królestwie Polskim w ostatnim okresie przed uwłaszczeniem (1857–1862), kiedy to właściciele ziemscy nadal sprawowali władzę nad ludnością chłopską. Przedstawia różne strategie przetrwania osób starszych w społecznościach wiejskich, wskazując wśród nich miejsce dożywotniej opieki wśród nich. Omawia przepisy prawne, zgodnie z którymi zawierano takie umowy. Analiza objęła umowy dożywotniej opieki zawarte w trzech powiatach Królestwa Polskiego położonych na zachodzie (powiat koniński), w centrum (powiat grójecki) i na południu kraju (powiat stopnicki), co pozwoliło na przedstawienie różnic regionalnych w ramach analizowanej instytucji. Kryterium wyboru poszczególnych powiatów był stopień zaawansowania reform czynszowych zachodzących na ich terenie. Dokonano również wstępnego porównania sytuacji w tym zakresie w tych samych powiatach na przełomie pierwszej i drugiej dekady XIX w. Artykuł opiera się na aktach notarialnych sporządzonych przez kancelarie działające w wyżej wymienionych jednostkach administracyjnych. Zawarte umowy poddano szczegółowej analizie, kładąc nacisk na standard życia, jaki starsi ludzie mogli dzięki nim osiągnąć. Dodatkowo przeanalizowano sposoby podziału majątku i bogactwa posiadanego przez rodziny chłopskie, ponieważ podpisanie umów dożywotniej opieki wiązało się z darowizną nieruchomości wraz z wyceną jej wartości. Analiza dotyczy przede wszystkim rodzin chłopskich posiadających gospodarstwa czynszowe, ponieważ to głównie one sporządzały takie dokumenty w kancelariach notarialnych.

Słowa kluczowe: dożywotnia opieka, starość, chłopci, czynsz, notariusz, Królestwo Polskie

Old age is the last stage of human life. It has always accompanied us and is a multidimensional issue. Old age should be viewed primarily as a problem closely related to the ethical system in force in a given cultural formation. The attitude towards the weaker, and the elderly should be considered such, says a lot about the set of values functioning in a given community.

In traditional culture, and this is what the culture of the Kingdom of Poland's villages should be considered as in the period before

enfranchisement (and also in the following decades)¹, the attitude towards seniors² was not clear and was characterized by ambivalence. It was a culture based on intergenerational oral transmission, which resulted in a special role assigned to the elderly. They were the depositaries of the tradition that constructed the folk world. They recreated it, preserved it and passed it on. With a wide memory of associations, they constituted the memory of the group. With a pool of knowledge and experience, including professional experience, accumulated over the years, they often took on the role of authorities. On the other hand, due to the loss of physical strength and the need to provide them with care, seniors were not treated as full members of the community, which often resulted in reluctance on the part of their relatives or the entire group³. Elderly people were commonly placed in the same row as children, lowering their socio-economic status⁴. Like children, they also lost their gender identity to some extent⁵. There is one more aspect to note. Elderly people were seen as inhabiting the temporal and social fringes, which is why they were treated as people who were to some extent extraordinary. As a result, they were given respect that also stemmed from the fear of a possible supernatural intervention in their case. It is no coincidence that in folk culture, the figure of an old man was seen as a potential incarnation of Jesus, who was wandering the earthly vale. By approaching the supernatural reality, elders often

¹ It can be assumed that elements of tradition determined the shape of peasant culture in Polish lands until the outbreak of World War II. The later times will be called contemporary. U. Lehr, *Od dożywocia do emerytury. Społeczno-kulturowe uwarunkowania strategii przetrwania*, in: *Ludzie starzy i starość na ziemiach polskich od XVIII do XXI wieku (na tle porównawczym)*, vol. 2, eds. A. Janiak-Jasińska, K. Sierakowska, A. Szwarc, Warszawa 2016, p. 125; W. Mędrzecki, *Uwagi o starości na wsi polskiej w XIX wieku*, in: *Ludzie starzy i starość na ziemiach polskich od XVIII do XXI wieku (na tle porównawczym)*, vol. 1, eds. A. Janiak-Jasińska, K. Sierakowska, A. Szwarc, Warszawa 2016, p. 76. In this work I will use the term: pre-modern period/epoch, to some extent identical with the period of dominance of traditional culture. There is no doubt that enfranchisement, constituting a very important caesura in the life of peasant communities, did not yet mean the end of the pre-modern era. Within the pre-modern era, one can distinguish the pre-enfranchisement period.

² In this work, I have adopted the terms seniors or elderly people to refer to people who have crossed the old age threshold.

³ T. Kalniuk, *Mocarstwo słabych. O wartości starców w kulturze ludowej*, "Poznańskie Studia Slawistyczne" 2013, 5, pp. 132–135; U. Lehr, *op. cit.*, p. 126.

⁴ B. Gapiński, *Życie ludzi starych na wsi polskiej przełomu XIX i XX wieku oraz w dwudziestoleciu międzywojennym*, in: *Ludzie*, vol. 2, pp. 112–113.

⁵ Idem, *Starość wiejska z terenów pogranicza kujawsko-wielkopolskiego. Interpretacja międzywojennych świadectw notarialnych gwarantujących „dożywocie”*, "Przegląd Archiwalno-Historyczny" 2021, 8, p. 195.

gained authority associated with the sacred. This was manifested in their special role in the cult of ancestors or initiation and funeral rites⁶.

The period in which old age began in the pre-modern era is defined in two ways by contemporary historiography. In the case of research in the field of historical demography, attention is paid primarily to the age that a given individual reached. It must be remembered that for 19th century Europe we can encounter legal clarification of age primarily for the initial period of a person's life. This was related to the formal possibility of entering into marriage, or possibly obtaining voting rights, which were granted to subsequent social groups over the decades. Retirement age began to be specified in regulations only at the end of the 19th century and this did not apply to residents of the Kingdom of Poland. However, as we know, the formally defined retirement age does not have to be tantamount to exceeding the old age threshold, as evidenced by, for example, contemporary regulations on pensions for uniformed services. The most commonly accepted old age limit in the pre-modern era was 60 to 65 years. This is confirmed by some contemporary statements, such as the words of the Krakow court clerk Bartłomiej Groicki, who in his work from 1605 entitled *Obrona wdów i sierot* defined the years after 60 as the years of old age. It must be remembered that people at that time most often knew their age only approximately, rounding it to various values. Thus, for the period under analysis, the old age threshold defined precisely in years is largely conventional⁷. We can also see a breakdown of the age ranges defining the achievement of old age by women and men. Women were previously considered old, reaching this limit in the range of 45–54 years, while men crossed the age of 55–64, i.e. about a decade later⁸. Another criterion could be: for women, entering menopause, and for both sexes, the birth of the first and subsequent grandchildren or widowhood. The share of seniors in the population was: 4.2% of sixty-five-year-olds and older in 1810 in the Duchy of Warsaw and 3.4% of sixty-five-year-olds and older in 1848 in the Kingdom of Poland, and as far as the latter is concerned, it was clearly lower than in Western European countries⁹. These are of course approximate data and may have different deviations depending on the region.

⁶ T. Kalniuk, *op. cit.*, p. 135.

⁷ C. Kukło, *Starość i ludzie starzy w badaniach polskiej demografii historycznej*, in: *Dzieciństwo i starość w ujęciu historyków*, eds. A. Obara-Pawłowska, M. Kołacz-Chmiel, Lublin 2016, pp. 17–18.

⁸ M. Kopczyński, *Studia nad rodziną chłopską w Koronie w XVII–XVIII wieku*, Warszawa 1998, pp. 150–151; W. Mędrzecki, *op. cit.*, p. 75.

⁹ In France in 1850, the share of people aged sixty or over in the population was 10.2%. C. Kukło, *op. cit.*, pp. 18–19.

The second criterion defining the threshold of reaching old age, used more often by historians of society, economy and culture, is the psycho-social or socio-economic criterion. It made crossing the aforementioned threshold dependent on the function performed in the community and household and remaining in a specific relationship to ownership (primarily land ownership). These factors translated into the position in the hierarchy of prestige. This was inextricably linked to performing (or not) the function of a farmer managing an agricultural property and leading the family associated with it. Of course, in the pre-enfranchisement period, the concept of ownership and being the manager of a given farm depended on local conditions within the manor-serf system. According to this criterion, old age began with the transfer of the farm to a successor. Most often, such a decision was postponed as long as strength and health far allowed¹⁰. Hence, especially among men, the old age threshold was crossed a few or even a dozen or so years after reaching the age of 60¹¹. This was associated with the loss of the position they had previously held, which was experienced particularly painfully by men¹².

In this paper, the executed subject of the analysis will be the institution of lifetime care, i.e. one of the forms of securing the existence and care for people exceeding the threshold of old age in peasant families in the 19th century before the January Uprising (in the final period before enfranchisement) in the territory of the Kingdom of Poland. First of all, it concerns peasants who had rental farms¹³. Notarial deeds served as the source basis.

The attitude towards people considered old and the elderly people themselves towards their future fate and the fate of their property had a wide and varied range of forms depending on the place and time of occurrence. It can be considered in three main planes: religious, socio-cultural and economic¹⁴. In this text I will focus primarily on the second and third of the mentioned aspects.

¹⁰ T. Wiślicz, *Starość i inne okresy życia w konceptualizacjach historyków epoki przednowoczesnej*, in: *Ludzie*, vol. 1, p. 49; M. Kopczyński, *op. cit.*, p. 149.

¹¹ M. Kopczyński, *op. cit.*, p. 149, Tabela nr 43; D. Markowska, *Z problematyki zmian struktury rodziny (rodzina wielopokoleniowa a ludzie starzy)*, in: *Zmiany kultury chłopskiej. Problematyka i metody prac etnograficznych*, ed. A. Kutrzeba-Pojanrowa, Wrocław-Warszawa-Kraków 1973, pp. 154-159.

¹² U. Lehr, *op. cit.*, p. 126.

¹³ In 1859, at the threshold of enfranchisement in the Kingdom of Poland, out of 325 023 peasant farms, from the smallest ones with an area of less than 3 morgas to those exceeding 21 morgas, there were: 139 550 serf farms (43%), 34 927 rental-serf farms (11%) and 150 546 rental farms (46%). H. Brodowska, *Historia społeczno-gospodarcza chłopów polskich w zaborze rosyjskim*, in: *Historia chłopów polskich*, vol. 2, ed. S. Inglot, Warszawa 1972, p. 356.

¹⁴ U. Lehr, *op. cit.*, p. 127.

Researchers indicate four basic forms that shaped the further lives of peasants when, mainly for physical reasons, they were no longer able to fully carry out their previous duties in the community and family farm. They could function as bailiffs with extended family or completely stranger peasants; spend their days in the so-called hospital, i.e. a city, church or village care facility organized by the city administrators, the village lord, the parish community, monastery or other unit of a religious organization; enter into a lifetime care contract transferring the land to successors (usually one of the children) or selling it to unrelated people and continue to function on their previous farm¹⁵ or lead the life of beggars. It should be remembered that in the pre-modern village conditions there were many peasants who did not have land (bailiffs, day laborers) or had small plots of land (crofters, some cottagers). Such a situation made it much more difficult to implement some forms of spending old age, primarily ending life on a lifetime care, which was first achieved by transferring an area of land sufficient to provide subsistence for all household members. The frequency of occurrence of a given survival strategy depended on various factors, including the dominant family model in a given region. In the second half of the 18th century, at the end of the Polish-Lithuanian Commonwealth, the nuclear family model prevailed in its western regions, which, as it moved eastward, was replaced by the extended family model, until the complex, multi-generational family model prevailed in its eastern part¹⁶. The model from the western regions resembled the one dominant in the western part of the European continent¹⁷. The general conclusions regarding the survival strategies of seniors indicate that in regions where the extended model, and especially the complex one, prevailed, they had a greater chance of spending the last period of their lives in their previous place of residence and work than in regions where the nuclear family model prevailed¹⁸. However, this is a general conclusion. Individual research-

¹⁵ M. Kopczyński, *Starość nie radość? Ludzie starzy na wsi kujawskiej schyłku XVIII stulecia*, "Zapiski Historyczne" 1996, 61, 4, p. 54.

¹⁶ M. Szołtysek, *Mikrodemografia rodziny staropolskiej: kategorie współmieszkania a rodzinne sytuacje opiekuńcze ludzi starych*, in: *Ludzie*, vol. 1, pp. 110–114.

¹⁷ *Ibidem*, p. 100.

¹⁸ *Ibidem*, pp. 129–131.

ers point to large differences in this respect also within smaller regions of both the Republic of Poland¹⁹ and Europe in general²⁰.

There is no doubt that despite all the inconveniences, the preferred form of care for seniors was lifetime care. Most often, there was a fundamental qualitative difference in favor of this form of functioning in old age compared to functioning as a bailiff among people in various relationships with elderly people²¹, or in shelters such as the so-called hospitals. The least encouraging version of spending old age was considered to be the life of a beggar, which was a consequence of being removed from the family home by the closest relatives. Opinions published in the 19th century stigmatized this way of treating seniors²². Functioning as a beggar took on different variants depending on the region or even in the case of individual families. Oskar Kolberg drew attention to this in his works. A comparison of his accounts from three regions of the former First Polish Republic describing different forms of this phenomenon provides certain conclusions. About Kujawy, O. Kolberg wrote that:

The young have great respect for their elders. Even a married farm-hand will uncover his head before the elder and bow to his feet, which, however, does not prevent the younger generation from sending the useless old men to beg, who are only able to take care of their grandchildren, because they do not want to feed them for free; however, this is considered the normal course of events and does not offend any party²³.

The researcher described the situation in the Chełm region as follows:

Old peasants, after giving up their farms to their adult and married children, when they themselves can no longer work hard, live temporarily with each of their children, if they have several, more willingly with their daughters than with their sons. Such old people work at home as best they can, or go out to work or beg, and the money they earn is given to their children to share their food with them. Old and patched clothes should be enough for them, unless they are still able to earn for new ones. In that case, they give their children a part of this earnings, and the main resource 'składujut sobi na sukman'. Each old peasant of both sexes also always has a whole and clean shirt

¹⁹ M. Kopczyński points out that the form of spending old age in the bosom of the family dominated in various regions of Greater Poland or in the Wieluń Region and was clearly more frequent than, for example, in Kujawy. M. Kopczyński, *Studia*, pp. 156–157.

²⁰ J.-P. Bois, *Historia starości. Od Montaigne'a do pierwszych emerytur*, transl. K. Marczevska, Warszawa 1996, pp. 169–171.

²¹ M. Szoltysek, *op. cit.*, pp. 122–123.

²² "Wiśła" 1900, no. 3, p. 244.

²³ O. Kolberg, *Dzieła wszystkie*, vol. 3, *Kujawy część I*, Wrocław–Poznań 1962, p. 51.

and other underwear lying ready in a chest 'na smert'. Thus, a son or daughter whose parents lived with them, for whom they worked and served or brought them beggar's bread, is obliged, when the parents close their eyes, to give them a decent funeral²⁴.

Finally, a report by O. Kolberg from the Grand Duchy of Poznań:

Old, overworked peasants usually live in the room with their sons or sons-in-law, where they secure a peaceful existence and rarely become beggars; and even less often they are today abused by their sons and driven out for bread when sons know that the old ones, taught by the experience of past generations, were careful and did not give them all their capital, but hide part of it in a safe place. Therefore feeling well that the old ones do not sit with them on unconditional mercy, they must deal with them humanely. After all, the young peasants show a general respect for their parents, as it is today almost everywhere in our country, based more on forms than on deeds. Hence it is no wonder that there are (although not often) also ungrateful sons who, driven by avarice or greed, refuse to give their fathers the agreed amount of 'littyng', or 'wymiar'²⁵ (in food and maintenance), or even to provide them with shelter, thus forcing the lamenting old men to look for bread outside the house as a beggars. It must be admitted, however, that thanks to the growing wealth of the peasants in general and the more vigorously than before enforced police regulations, the troop of beggars has already decreased significantly. The largest number of them still wanders around in the south-eastern counties of the Grand Duchy. In the past, they constituted a kind of corporation in parishes (as was once the custom throughout Europe), which were mainly looked after by monasteries and numerous pious brotherhoods, appointing separate people from among themselves to supervise them and distribute alms²⁶.

The cited reports show, that functioning as a beggar in old age could take on various variants, from ultimately taking this path to treating begging as a supplementary way to obtain means of subsistence. They also illustrate the difficulties and challenges faced by seniors in the countryside in the pre-modern period. These people, even having often been provided with care by their own children to some extent, tried to continue to be productive, to work, even if this work took such an extreme

²⁴ Idem, *Dziela wszystkie*, vol. 33, *Chełmskie część I*, Wrocław-Poznań 1964, p. 33.

²⁵ 'Littyng' and 'wymiar' these are regional terms for lifetime care.

²⁶ O. Kolberg, *Dziela wszystkie*, vol. 9, *Wielkie Księstwo Poznańskie część I*, Wrocław-Poznań 1982, pp. 53–54.

form as asking for donations. Without a doubt, the aim was to reduce any potential tension between seniors and their care providers, the main basis of which were material issues, issues of subsistence.

Life contracts were part of various contracts concluded between parents or a parent (widow, widower) and successors taking over the farm. Previous owners could transfer the farm with a full transfer of ownership rights; make a partial transfer, leaving a certain part of the land for themselves, or give the estate to successors only for use, retaining the title to ownership²⁷. Such agreements took the form of a notarial record, a written contract concluded in another office or privately, or an oral agreement, the so-called codicil²⁸, often undertaken in the presence of neighbors who were witnesses and guarantors of such an arrangement. Contracts for the transfer of property and the agreement on the terms of lifetime care could be concluded at different moments in the lives of parents and children or those selling and buying a farm, together with the obligation to take care of the previous owners.

The scope of the occurrence of various forms of securing the existence of seniors in the Polish countryside in the pre-modern period was undoubtedly significantly influenced by the enfranchisement reforms that took place from the 1820s to the 1860s, depending on which partition we take into account. The acquisition by all peasants of full ownership of the land they used resulted in independence from the decisions of the land lords, among others, in the matter of staffing a given farm. This significantly increased the possibilities of individual families to decide about their fate after crossing the old age threshold and made the conclusion of lifetime care contracts more common²⁹. However, it must be remembered that the legal status of peasant farms in the pre-enfranchisement period was a very complex mosaic that changed depending on the time and place of occurrence of a given case. In the long period of functioning, in full bloom, of the manor-serf economy (16th century – first half of the 19th century), we can observe both forms

²⁷ U. Lehr, *op. cit.*, p. 131.

²⁸ *Ibidem*, p. 130.

²⁹ The issue of the change in the peasant family's situation caused by enfranchisement has of course found its echo in the literature on the subject. Individual authors have drawn a more or less distinct contrast differentiating these two periods. M. Kopczyński, *Starość*, pp. 47, 63; Compare A. Woźniak, *Kultura mazowieckiej wsi pańszczyźnianej XVIII i początku XIX wieku*, Wrocław–Warszawa–Kraków–Gdańsk–Łódź 1987, pp. 110–114; In this context, let us remember the complexity of the whole phenomenon. In ethnographic literature from the second half of the 19th century, one can find accounts showing a satisfactory standard of living of seniors before enfranchisement in serf villages, supervised by the manorial superiors. "Wisła" 1889, no. 2, p. 374.

of subordinate land ownership, giving those who had such property broad possibilities of making decisions of a different nature, and open-ended leases, typical of serf settlements, whose owners were dependent on the decisions of the land lords in key matters³⁰.

More extensive descriptions of lifetime care contracts can be found already in 16th century rural court books, surviving mainly for the area of southern Poland (Lesser Poland and Red Ruthenia)³¹. Similar evidence also survived in the sparse 17th-century collections of rural office documents from Greater Poland³². The above-mentioned facts indicate a complex mechanism of the emergence and dissemination of a written form of lifetime care contract for persons reaching the threshold of old age in Poland³³.

In the southern areas, such agreements were referred to as 'wymowa'³⁴. Other names used for lifetime care contracts depending on the region include: 'starkowizna' (Kashubia), 'wymiar', 'wyderek', 'liftyng', 'wydbank' (Greater Poland), 'deputat' (Dobrzyń Land), 'wycug' (part of Greater Poland and Silesia), 'wymink' (Cieszyn Silesia)³⁵. The analyzed materials from the Stopnica powiat include descriptive phrases or terms

³⁰ J. Rutkowski, *Poddaństwo włościan w XVIII wieku w Polsce i niektórych innych krajach Europy*, in: idem, *Wieś europejska późnego feudalizmu (XVI–XVIII w.)*, Warszawa 1986, pp. 132–135; H. Grynwaser, *Kwestia agrarna i ruch włościan w Królestwie Polskim w pierwszej połowie XIX wieku (1807–1860)*, in: idem, *Pisma*, vol. 2, Wrocław 1951, pp. 12–30. It should also be remembered that in relation to real estate, the concepts of property law: 'ownership' and 'possession' do not have to be identical. In the case of being an owner, one has the full spectrum of authoritative rights in relation to the thing. In the case of 'possession', a situation is possible when we only have the thing at a specific moment, e.g. by cultivating a given piece of land and then drawing benefits from it, but at the same time cannot fully dispose of it, e.g. by selling it to another person. In the literature, one can come across the view that peasant land ownership in feudalism was a form of possession that enjoyed only certain guarantees from the superior owner. J. Rutkowski, *op. cit.*, pp. 68, 132.

³¹ A. Wyczański, *Opieka nad ludźmi starymi na wsi polskiej w XVI w.*, in: *Biedni i bogaci. Studia z dziejów społeczeństwa i kultury ofiarowane Bronisławowi Geremkowi w sześćdziesiątą rocznicę urodzin*, ed. M. Aymard et al., Warszawa 1992, pp. 65–69.

³² *Księga Ławnicza Wsi Kargowej w Powiecie Kościańskim 1617–1837*, eds. A. and A. Walawenderowie, "Studia z Dziejów Gospodarstwa Wiejskiego" 1960, 3, 3, pp. IX–XXVI, 199, 226. This source contains information on lifetime care contracts in at least 65 documents written in Polish and 9 in German. A broader examination of these records in terms of the problem of securing the existence of seniors in Greater Poland from the 17th century to the early 19th century seems justified.

³³ Compare B. Gapiński, *Starość*, p. 206.

³⁴ A. Wyczański, *op. cit.*, p. 66.

³⁵ "Wiśła" 1888, no. 3, pp. 616–619.

such as: 'wymowa'³⁶, or simply: lifetime care³⁷. In Grójec powiat, the most common form was the descriptive one. One of the contracts explicitly used the term: lifetime care³⁸. In Konin powiat, a separate name for the lifetime care institution was also most often not used. In one of the contracts, it was called: tribute³⁹ and once alimony⁴⁰.

The institution of lifetime care continued to function for over a century after the final implementation of the enfranchisement reforms, becoming the dominant form of securing the existence of the elderly in the Polish countryside. The process of transitioning to a state pension or retirement pension was initiated in the Polish People's Republic period by the Act of 28 June 1962. However, it was not until the Act of 27 October 1977, which made it possible to obtain a state benefit after transferring land (with a minimum area of 0.5 ha) to the state or a successor, that this phenomenon became mass. Of course, specific conditions had to be met, such as reaching the appropriate age, 60 years (women), 65 years (men). Earlier legal acts only provided for the transfer of land to the state. The minimum area transferred was also larger (at least 2 ha)⁴¹.

The individual forms of the continued existence of the elderly in the Polish countryside before enfranchisement were of course subject to different legal norms. In the pre-partition period, such regulations fell within the scope of peasant inheritance law. Its basis was the acts issued by the land lords, based on German law, the practice of village courts and custom. It was a state law characterized by particularism⁴². From 1807, in the central Polish lands that formed the Duchy of Warsaw and later the Kingdom of Poland, the source of civil law, part of which were regulations on inheritance, donations, etc., was the Napoleonic

³⁶ Archiwum Państwowe w Kielcach [hereinafter: APK], Akta Notariusza Karola Mikułowskiego w Stopnicy [hereinafter: ANKMwS], ref. no. 12, p. 944; ref. no. 13, p. 274.

³⁷ APK, ANKMwS, ref. no. 12, p. 1627.

³⁸ Archiwum Państwowe w Warszawie Oddział w Grodzisku Mazowieckim [hereinafter: APWOGM], Kancelaria Józefa Bełkowskiego Notariusza w Grójcu [hereinafter: KJBWwG], ref. no. 7, p. 314.

³⁹ Archiwum Państwowe w Poznaniu Oddział w Koninie [hereinafter: APPOK], Akta Notariusza Kwiryna Franciszkowskiego w Koninie [hereinafter: ANKFwK], ref. no. 9, pp. 849–850; In the Konin powiat at the beginning of the 19th century, the terms 'dożywocie' and 'wymawiać sobie' were used in relation to the contracts in question. APPOK, Sąd Pokoju Powiatu Konińskiego [hereinafter: SPPK], ref. no. 75, pp. 102, 105, 208.

⁴⁰ APPOK, ANKFwK, ref. no. 9, p. 140.

⁴¹ D. Jarosz, *Od dożywocia do emerytury. Ewolucja systemu zabezpieczenia starości na wsi polskiej w latach 1945–1989 i jej echa w korespondencji chłopskiej*, "Polska 1944/45–1989. Studia i Materiały" 2020, 18, pp. 27–33.

⁴² J. Rafacz, *Włościańskie prawo spadkowe w Polsce nowożytnej*, Warszawa 1929, pp. 6–8.

Code. From 1 January 1826, the Civil Code of the Kingdom of Poland also came into force, being a slightly amended version of some of the provisions of the Napoleonic Code. In other areas of civil law, the Napoleonic Code was in force in its unchanged form. These regulations applied to the entire population of the state without distinction of their social status. In some of the analyzed acts, notaries directly referred to the provisions of the Civil Code of the Kingdom of Poland⁴³. It should be added, however, that the place of the lifetime care institution within civil law sparked discussions among specialists even in the mid-20th century, when the end of the functioning of such provisions was approaching⁴⁴. The details of the lifetime care conditions were already based on customary law still in force in certain areas of life⁴⁵.

The growing interest of historians in old age and ways of dealing with the problems it caused began in the second half of the 20th century. This was connected both with the development of social and cultural history taking place in this century and with important demographic phenomena, i.e. a significant increase in the share of people considered seniors in the populations of Euro-Atlantic culture countries. The classic work of this period can be mentioned by G. Minois⁴⁶ and its continuation, which was the work of the aforementioned author's student⁴⁷. These issues, as already mentioned, are the domain of the work of historical demographers and historians of culture, society and economy. Polish historiography, not yet having such a wide list of achievements concerning this aspect of the past as its Western counterparts, is gradually increasing its achievements. However, a review of the works of Polish authors should begin with publications created in the second half of the 19th century, published primarily in the "Miesięcznik Geograficzno-Etnograficzny Wiśła"⁴⁸.

⁴³ APPOK, ANKFwK, ref. no. 9, pp. 51–52.

⁴⁴ A. Stelmachowski, *Zagadnienie ciężarów realnych i dożywocia na tle prac kodyfikacyjnych*, "Nowe Prawo. Organ Ministerstwa Sprawiedliwości i Generalnej Prokuratury R. P." 1951, 7–8, pp. 51–53.

⁴⁵ U. Lehr, *op. cit.*, p. 124; W. Mędrzecki, *op. cit.*, p. 76.

⁴⁶ G. Minois, *Historia starości. Od antyku do renesansu*, transl. K. Marczevska, Warszawa 1995.

⁴⁷ J.-P. Bois, *op. cit.*

⁴⁸ "Wiśła" 1888, no. 3, pp. 616–619; 1889, no. 2, p. 374; 1900, no. 3, p. 244. The cited works concern the institution of lifetime care. The last of the mentioned articles tries to show the evolution of the phenomenon of care for the elderly in a multi-century and multi-cultural perspective, drawing attention to the civilization and humanization of customs in this regard. It outlines the change in attitudes towards the elderly, from killing them, through the so-called being 'kątnikiem', to establishing increasingly advanced forms preceding state pensions.

Among the older texts by Polish historians written in the 20th century, which to some extent concern old age experienced by peasants, we can mention collective works that discuss the history and culture of this social group in more detail⁴⁹. Later publications, published mainly in the last two decades, include a two-volume collective work: *Ludzie starzy i starość na ziemiach polskich od XVIII do XXI wieku (na tle porównawczym)*⁵⁰. In this publication, an article by Andrzej Szwarc presents a review and comparison of the achievements of Polish historians and those from other European countries⁵¹. Both volumes contain texts referring to the experience of old age in rural conditions, including the institution of lifetime care⁵². In other publications, the authors also addressed issues related to old age, analyzing, among other things, different survival strategies in individual eras⁵³. Separately, it is worth mentioning the article by Bartłomiej Gapiński, which stands out from most of these works with its detailed discussion of lifetime care contracts, which allows for a comparative analysis⁵⁴.

In this article I will try to find answers to the following research questions:

– What legal actions accompanied the establishment of the terms of the lifetime care? From the question posed in this way, it follows that an additional effect of examining lifetime care agreements will also be a preliminary analysis of various actions aimed at transferring property, such as: inheritance or pre-marital agreements.

⁴⁹ J. Burszta, *Kultura wsi od końca XVIII do początków XX w.*, in: *Historia*, vol. 2; W. Sobiśiak, *Ludowe zwyczaje prawne*, in: *Kultura ludowa Wielkopolski*, vol. 3, ed. J. Burszta, Poznań 1967. On page 209 of the second of the mentioned publications, the author states that the lifetime care of a 'zagrodnik' constituted 25% of the richer peasant's lifetime care. This data refers to the entire period before the enfranchisement. The source basis for such reasoning is, however, narrow. Among other things, only one example of a lifetime agreement recorded in The Book of Jury Members of the Village of Kargowa was cited. *Księga*, p. 39. For conclusions regarding this source, see footnote 32; A. Woźniak, *op. cit.*; D. Markowska, *op. cit.*; In the post-enfranchisement period, the problems of peasant old age, are also discussed in the classic work of W. Thomas and F. Znaniecki. W. Thomas, F. Znaniecki, *Chłop polski w Europie i Ameryce*, vol. 1, Warszawa 1976.

⁵⁰ *Ludzie*, vols 1–2.

⁵¹ A. Szwarc, *Od Georges'a Minois do naszych dni. Refleksje wokół dyskursu historyków o starości w ostatnim ćwierćwieczu*, in: *Ludzie*, vol. 1.

⁵² W. Mędrzecki, *op. cit.*; M. Szoltysek, *op. cit.*; T. Wiślicz, *op. cit.*; B. Gapiński, *Życie*; U. Lehr, *op. cit.*

⁵³ C. Kukło, *op. cit.*; A. Wyczański, *op. cit.*; M. Kopczyński, *Studia*; idem, *Starość*; P. Guzowski, *Rodzina chłopska*, in: *Rodzina i jej gospodarstwo na ziemiach polskich w geografii europejskich struktur rodzinnych do połowy XX wieku*, eds. P. Guzowski, C. Kukło, Białystok 2019.

⁵⁴ B. Gapiński, *Starość*.

– What material and non-material conditions did the lifetime care recipients try to provide for themselves? In other words: what material standard of living could seniors in the countryside achieve when the time came to pass on the farm to their successors. By non-material aspects I mean the relations between those passing on the real estate and the people providing care. Conflicts often arose on this line resulting from actions such as: demanding additional fees, starting fights or expressing disrespect.

– The analysis concerns three poviats representing separate regions of the Kingdom of Poland, differing primarily in the scale of renting peasant farms. This raises another question: to what extent did the advancement of renting peasant farms (functioning based on good land rights) in a given region influence the frequency of confirming lifetime care terms with a contract concluded before a notary?

– The hypothesis I would like to propose regarding the final period before enfranchisement is: The greater the number of cases of peasant families confirming the terms of lifetime care (before notaries) in a given poviat, the more widespread was the phenomenon of detailed determination of such terms in the region (represented by the poviat) by the entire peasant community. Most likely, this practice was most widespread among peasants with rental farms, but it also covered serf farms. Thus, the ongoing process of rental reforms changed the frequency of occurrence of various survival strategies in old age and influenced the spread of lifetime care. Most likely, most such contracts were concluded outside notarial offices, in the offices of the village commune mayors or only privately, possibly in the presence of neighbors.

– The issues mentioned in the previous points lead to the general question about the influence of rental reforms on the shape of peasant culture.

– Details of contracts from individual poviats will be compared, which will help to look at the differentiation of this phenomenon in space.

– The basic goal of the analysis is the institution of lifetime care, but additionally questions should be asked about the method of dividing property, primarily real estate, which accompanied the establishment of care agreements and what, on the basis of the transferred property, we can say about the level of wealth of peasant families participating in such activities.

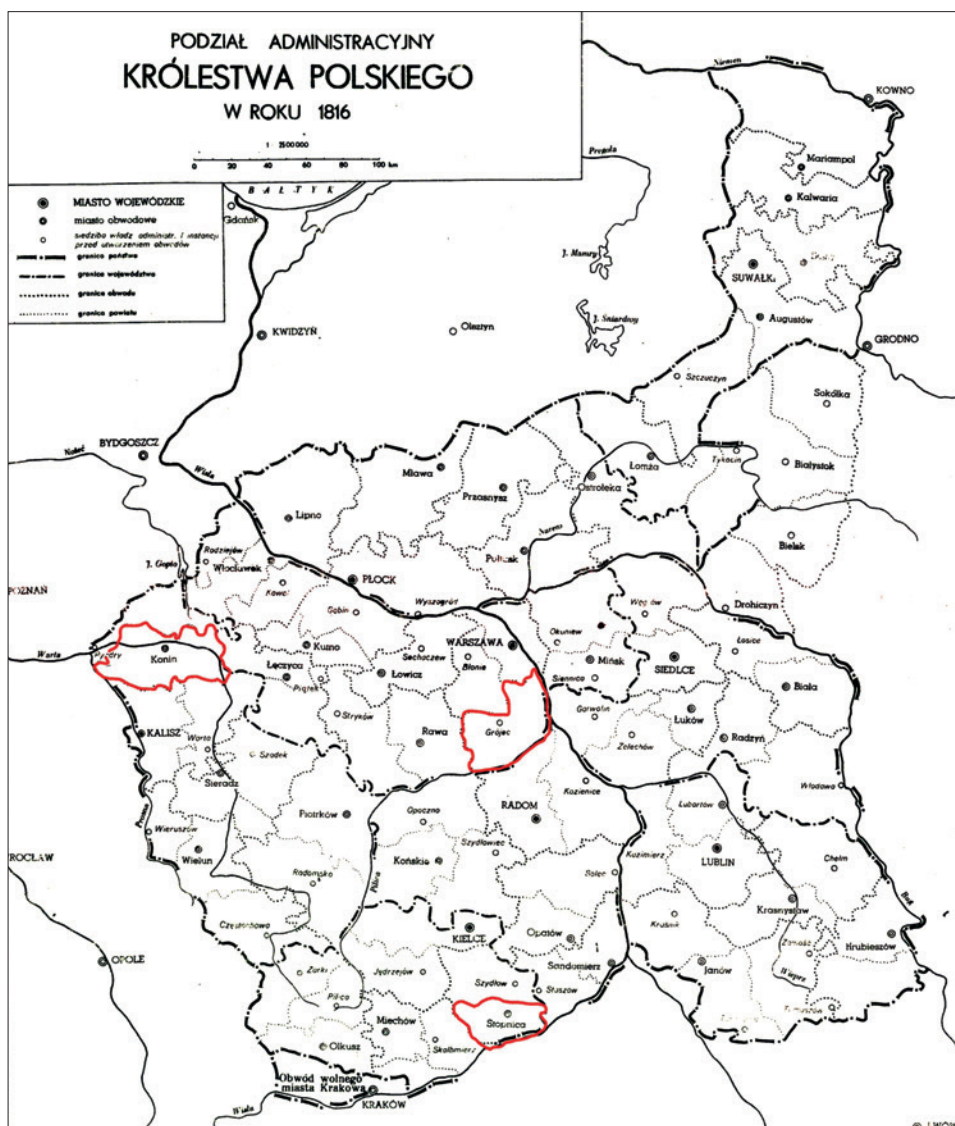
– During the analysis, a preliminary comparison of the frequency of concluded agreements in individual poviats at the turn of the first and second decade of the 19th century with the years immediately preceding the January Uprising will be made, which will, to some extent, show the change of the phenomenon over time.

– The analysis will also be a test of suitability of the notarial deeds as a sources for such research.

The analysis covered situations that occurred in three poviats located in the west, center, and south of the Kingdom of Poland⁵⁵. In terms of renting peasant farms, the Konin poviat was the most advanced, followed by the Grójec poviat, and the Stopnica poviat as the least advanced. Depending on the poviat, the analysis covers the years 1857–1862. These were the years immediately preceding the January Uprising, one of the most important results of which was the enfranchisement of peasants in the Kingdom of Poland, ending the process of enfranchisement of peasants in the lands of the former Polish-Lithuanian Commonwealth. They were preceded by the action of transferring peasant farms to rent. These activities were most advanced precisely at the turn of the fifth and sixth decades of the 19th century. The indicated years were not chosen by chance. The author's knowledge resulting from analyses of other issues of peasant life indicated that most likely the acts of transferring property and establishing the terms of lifetime care would be performed in notary offices primarily by peasants who had rental farms. This gave rise to hope that an interesting issue would be familiarized with through such sources.

To clarify the concept of a rental farm in pre-enfranchisement period, the term: good land right should be explained, because rental farms operated based on the regulations that are called that today. This is a general term. In individual regions and periods, the form of good land rights could take slightly different forms. Good land rights consisted in concluding a contract (usually written) between the land lord and the peasant purchasing ('okupującym') the farm. However, the necessary condition for a given contract to be called the above-mentioned term was not the written form of the contract, but the assurance of the peasant's irremovability from the farm permanently or for a period of at least several dozen years. After concluding such an agreement, the purchaser became a subordinate owner ('dominium utile') and obtained the title to dispose of the acquired property to a certain extent. Among other things, he could sell such a farm. Although he needed the consent of the land lord, it was usually only a formality. What is very important, he could also pass on the acquired farm to his successors. The main obligation imposed on the peasant by the land lord (the superior owner, 'dominium directum') was the monetary rent. If land lord required corvee, it was only to a small extent, amounting to a maximum of a dozen or so days

⁵⁵ In the offices located in the poviats' capitals, which files were analysed, most of the activities were performed by residents of those poviats or residents of nearby localities in neighbouring poviats.



Location within the Kingdom of Poland of poviats from which notarial deeds were analysed. Source: *Podziały administracyjne Królestwa Polskiego w okresie 1815–1918 r.: (zarys historyczny)*, ed. W. Trzebiński, A. Borkiewicz, issues 4 and 4a, Warszawa 1956, Map no. 2; Own work.

a year⁵⁶. In Polish lands, the largest number of peasant farms operating on the basis of good land rights were located in Greater Poland. In this

⁵⁶ S. Borowski, *Kształtowanie się rolniczego rynku pracy w Wielkopolsce w okresie wielkich reform agrarnych 1807–1860*, Poznań 1963, pp. 47–49.

region, at the beginning of the 19th century, more than half of the peasant farms with land operated on such principles⁵⁷.

The presented analysis is a qualitative study. Of course, some numerical data will appear within its framework, but they are so limited that they cannot be classified as a quantitative study. This is a preliminary analysis conducted on selected source material and, by its nature, does not aspire to the rank of a study exhaustive on the subject in a broad scope.

Among the sources helpful in researching the institution of lifetime care in the pre-partition period, it is worth mentioning first of all the documentation of rural courts, which has been preserved mainly for the southern Polish lands (Austrian partition). Economic manuals of landed estates may also prove helpful, if they contained guidelines for regulating the life situation of peasants in old age.

For the first half of the 19th century, until the outbreak of the January Uprising, court records will be useful, especially those of lower courts. These documents allow for tracing conflicts resulting from failure to fulfil the terms of the lifetime care agreement. Failures in this respect were primarily committed by guardians, although of course not only. Unfortunately, court records from the area of the Duchy of Warsaw and the Kingdom of Poland (until 1864) have survived in fragmentary form. These documents were collected in the central archives in Warsaw during the interwar period and almost entirely burned down during World War II. Their usefulness can be established primarily on the basis of the only, largely preserved set of such records, i.e. the documentation of the Court of Peace in Śrem (a medium-sized town in Greater Poland located about 40 km south of Poznań) from the years 1810–1815⁵⁸.

General data on the institution of lifetime care are also provided by ethnographic sources, e.g. written down oral folk literature⁵⁹.

Some of the contracts between seniors and their care providers were concluded in the offices of the village commune mayors, which were the lowest in the hierarchy of the Kingdom's administrative offices. Some of these documents were later confirmed before a notary. We will discuss them later.

The work carried out during the analysis of the title topic showed that during research on cultural processes taking place in the countryside before enfranchisement, notarial deeds created in the Duchy of Warsaw and the Kingdom of Poland (1808–1864) are very helpful. These

⁵⁷ *Ibidem*, p. 51.

⁵⁸ T. Opaliński, *Stan chłopski w Księstwie Warszawskim w świetle akt sądowych*, Warszawa 2020, pp. 112, 190.

⁵⁹ "Wiśła" 1900, no. 3, pp. 242, 248–250.

documents survived the last war to a large extent, because they were not collected in the capital during the interwar period. With their help, we can, among other things, follow the process of transferring property and establishing lifetime care conditions in some peasant families and generally in the entire society of that time.

Notaries in the Duchy of Warsaw, and then in the Kingdom of Poland, operated under the principles set out in the Notarial Act of 4 August 1808, based on the French Act of 16 March 1803⁶⁰. They were officials appointed by the superior authority, established to accept acts and agreements with features of authenticity, analogous to public acts. It must be remembered, however, that in the period analyzed, there was no obligation to conclude contracts before a notary in the case of various types of civil contracts, such as real estate purchase/sale agreements⁶¹, therefore the scale of contracts for lifetime care in peasant families signed in notarial offices indicated in the analysis is approximate and burdened with an error that is difficult to estimate.

With regard to the situation in the Stopnica powiat, the Files of Notary Karol Mikułowski in Stopnica from the years 1857–1859 were used, as well as, for comparative purposes, the Files of Notary Szymon Przedpełski in Stopnica from the years 1810–1815. Both sets are located in the State Archives in Kielce. From the files created in the Grójec powiat, the documents of the Office of Józef Bełkowski, Notary Public in Grójec from the years 1858–1862 and the Office of Jan Pomian-Ostromęcki Notary Public in Góra Kalwaria, the years 1808–1812, proved useful. These documents are kept in the State Archives in Warsaw, branch in Grodzisk Mazowiecki. On the other hand, from the Konin powiat, I analyzed materials from the set: Files of Notary Public Kwiryn Franciszkowski in Konin from the year 1859, and for comparative purposes, documents of voluntary actions from the Court of Peace of the Konin powiat from the years 1808–1810⁶².

For the purposes of this study 43 lifetime care contracts were analyzed.

It is possible to indicate various notarial acts during which the terms of lifetime care were agreed upon. Most often, this happened during donations/inheritance or sale of real estate (the entire farm, i.e. land with residential and farm buildings). The analyzed documents include deeds in which donations/inheritances are made within a peasant family, not

⁶⁰ H. Szymańska, J. Śmiałowski, *Akta notarialne z terenu Królestwa Polskiego i ich wartość naukowa*, "Archeion" 1959, 30, p. 46.

⁶¹ W. Wójcikiewicz, *Prawo hipoteczne Królestwa Polskiego*, Wrocław–Warszawa–Kraków 1967, pp. 46–47.

⁶² The number of years used depended on the number of lifetime care contracts recorded in them.

combined with the establishment of lifetime care, but these are rare cases. An act performed before a notary or other official, deciding on the future fate of immovable property (often also movable) within the family, was most often called 'Dział' or 'Zapis'. It can be assumed that it was an advance decision on the purpose of the inheritance and not postponing it until the last moment, in the face of imminent death. Therefore, the acts of inheritance or gifting immovable property to one of the successors combined with the establishment of lifetime care, which were recorded in the analysed acts, should usually be treated as identical. In a way, such activities played a role of 'inheritance during life'⁶³. The guardian was usually one of the children and his/her spouse, and in cases where the elderly had no descendants, this function could be performed by other family members or even unrelated people⁶⁴. Such actions were most often combined with determining the method of paying off the estate among all the remaining living children, and often also grandchildren. Of course, inheritance also occurred through fulfilling the terms of the will after the testator's death. Usually, for obvious reasons, this was no longer connected with determining the terms of lifetime care. However, there could be situations when among the living there was still the spouse of the issuer of the will, for whom some terms of care were provided. The analysis of the contents of the records suggests that 'Dział' and 'Zapis' were most often made when the householders who carried it out were already advanced in age. The terms of care were also established when deciding on the amount of the dowry for children who were to enter into marriage. Such actions were called 'Intercyza' and could be concluded at different times in the lives of individual family members. Signing a lifetime care agreement in a notary's office significantly strengthened the position of the lifetime care recipients in potential situations where the guardians did not comply with its provisions, because in such circumstances the benefits could be enforced through official enforcement, which in some cases was entered directly into the deed⁶⁵.

The analyzed documents of the 'Dział' and 'Zapis' category most often consisted of the following elements⁶⁶:

⁶³ A. Stelmachowski, *op. cit.*, p. 49.

⁶⁴ A lifetime care contract with unrelated persons was usually part of the farm sale and purchase agreement. APPOK, ANKFwK, ref. no. 9, pp. 184–187; One can also cite examples of the application of the real estate sale and purchase formula, rather than a gift, in the case of lifetime care agreements concluded between parents and children, although these were rare cases. APWOGM, KJBnWg, ref. no. 4, pp. 206–209.

⁶⁵ APPOK, ANKFwK, ref. no. 9, p. 798.

⁶⁶ Of course, not all of the points mentioned were always present in every contract.

- Notary and office details.
- Donor/seller details.
- Recipient/buyer details.
- Type of action performed.
- Location, description and brief history of the property with possible indication of previous documents confirming the fact of acquisition.
- Formula of transfer of the farm and any movables.
- Method of repayment to siblings and/or other relatives, as well as creditors if any.
- Description of the lifetime care conditions.
- Declaration covering, bearing all burdens related to the given farm.
- Final formulas such as: date of acquisition of the property, information on the farm's debt status, consent to entry in mortgage registers⁶⁷, witness data, signatures of the parties, witnesses and notary.

The form of prenuptial agreements was slightly more complex, because they often involved four parties, i.e. the future spouses and their parents⁶⁸.

One can also find protocols of activities concluded in other offices and then confirmed before a notary. This primarily concerns the offices of the village commune mayors⁶⁹. In these offices, the terminology

⁶⁷ In the case of contracts from Konin powiat, the consent of the persons transferring the farm to the entry of the new owners in the mortgage registers was present in most of the analysed contracts. Most often, it was specified in a formula similar to that of the contract dated 17/29 XI 1859: 'The Lubki spouses allow the Marszałkowie spouses to transfer this farm to their own name and to register the title of possession in the appropriate books in their name [...]'. APPOK, ANKFwK, ref. no. 9, p. 850. In Grójec powiat, one of the contracts included a paragraph stating that a property should be entered in a specific section of the mortgage register. APWOGM, KJBNwG, ref. no. 7, p. 826. In the case of contracts concluded in the Stopnica powiat, such declarations did not occur. The view that mortgage entries concerning peasant farms were rare in the 19th century requires verification through further research. Compare J. Burszta, *op. cit.*, p. 639.

⁶⁸ Such contracts often regulated complex property dependencies, such as declarations of security for repayment to the siblings of the future son-in-law, made by his future parents-in-law. APWOGM, KJBNwG, ref. no. 6, p. 261.

⁶⁹ In the period of the Duchy of Warsaw and the Kingdom of Poland in the years 1809–1864, the lowest administrative unit was the village commune headed by the mayor. The commune most often coincided with the area of the estate of a given land lord, if he had an estate consisting of a maximum of several villages. In the case of larger estates, several communes operated within their area. The commune was headed by the land lord of the estate, which included a given commune, the lessee or a deputy appointed by one of them, respectively. In the period mentioned, the authority of the village commune mayor bore certain features of the patrimonial authority from the pre-partition period. The village mayor dealt, among other things, with the judiciary in minor criminal cases. Civil contracts

and names of individual activities were similar to the terms used by notaries. In the Stopnica powiat, over half (10) of the analyzed contracts had been previously concluded in the offices of the village commune mayors⁷⁰. In the Grójec and Konin powiats, I did not find any such cases. This illustrates the different approach to legal regulations in individual regions of the Kingdom of Poland, which in my opinion was the result of legal particularism typical of the pre-partition Republic of Poland.

I will start discussing the details of the issue from the Stopnica powiat. The process of renting peasant farms in private estates was the least advanced there compared to the other analyzed powiats and amounted to 10%–20% in 1859⁷¹.

– The analysis was carried out on the Files of Karol Mikułowski, notary in Stopnica.

– Analyzed years: 1857–1859.

– Number of all deeds performed in the analyzed years: 565.

– Including the ones with the participation of peasants: 51 – 9%.

– Actions concluded with the participation of peasants in which lifetime care were established: 12 – 2%.

– Including the ones carried out within the family: 7.

– The transferred farms, apart from one, belonged to rental farms.

– Area of the transferred farms: 1.1 morga – 8 morga, approx. 0.62 ha – 4.48 ha.

– The adopted measure is the New Polish morga, which is 0.5598 ha⁷².

– The average area of the transferred farm – 4.5 morga, approx. 2.5 ha.

– Value of the transferred farms: 30 – 124 rubles.

– Average value of the transferred farm – 66.90 rubles.

– Average value of 1 morga: 14.9 rubles.

were also concluded in village mayor's offices, including those concerning lifetime care, despite the fact that village mayors did not have such powers under the law. The central authorities tried to counteract these practices. The Government Justice Commission issued two rescripts (dated 1/13 IX 1837 and 18/30 III 1851) regulating the procedure for notaries to accept contracts previously drawn up in the offices of mayors of communes. APK, ANKMwS, ref. no. 13, p. 273.

⁷⁰ APK, ANKMwS, ref. no. 12, pp. 547–558, 920–927.

⁷¹ S. Kieniewicz, *Historia Polski 1795–1918*, Warszawa 1987, Map no. 7, p. 222.

⁷² In the analysed documents, both the Chełmno morga and the New Polish morga were used with similar frequency as the basic measure of area. The Chełmno morga, a measure used in the Polish lands in the period before the partitions, but also in the 19th century, was 0.5985 ha, while the New Polish morga used in the Kingdom of Poland was slightly smaller and amounted to 0.5599 ha. In this work, I refer to the New Polish morga to express the average areas of transferred land and other data, such as crop yields. I. Ihnatowicz, A. Biernat, *Vademecum do badań nad historią XIX i XX wieku*, Warszawa 2003, pp. 44–45.

In order to approximate the purchasing power of the ruble in the Kingdom of Poland, it is necessary to provide prices for several basic goods and examples of wages in various professions. This will allow for a better understanding of the real value of the transferred farms, and thus help to determine the material resources of peasant families and their level of wealth.

Examples of commodity prices. 1850s, Kielce area.

1 Russian ruble = 100 kopecks = 6.66 Polish zlotys

1) salt 1 pound⁷³ = about 0.4 kg – 4 kopecks

2) rye 1 bushel⁷⁴ = about 91 kg – 2 rubles

3) barley 1 bushel = about 75 kg – 2 rubles

4) peas 1 bushel = about 102 kg – 5 rubles

5) potatoes 1 bushel = about 101 kg – 0.75 rubles

6) The wage of an unskilled laborer at the Białogon metalworks near Kielce in 1846 per year: 8–20 rubles.

7) The wage of a skilled laborer the Białogon metalworks near Kielce in 1846 per year: 20 – 35 rubles.

8) The wage of a clerk at the Białogon metalworks near Kielce in 1844 per year: 90 rubles⁷⁵.

In the case of wages functioning in the pre-capitalist economy, it should be remembered that they most often consisted of at least two components, i.e. a cash part and a part collected in food and other goods, e.g. fuel materials⁷⁶. This applied primarily to people performing less complicated work, such as the laborers mentioned above. It is possible that the wage of a clerk in the Białogon plant near Kielce consisted mainly of a part collected in cash.

The above data show that in the Stopnica powiat the average value of a transferred peasant farm, operating on the basis of good land rights, amounted to approximately 2–8 annual wages of a laborer and approximately 2/3 of the annual wage of a clerk.

An example of a typical record of lifetime care conditions is the one from the contract of donation of a farm made by the widow Katarzyna Czerw to her son Tomasz Czerw. The contract only provided an estimated value of the property, which was 124 rubles. Considering the values of other farms transferred in the Stopnica powiat, the area of land

⁷³ *Ibidem*, pp. 57, 58.

⁷⁴ In this case, it is a New Polish bushel, which is 128 liters. I. Ihnatowicz, A. Biernat, *op. cit.*, p. 50.

⁷⁵ J.A. Szwagrzyk, *Pieniądz na ziemiach polskich X–XX wiek*, Wrocław–Warszawa–Kra-ków–Gdańsk 1973, pp. 255, 257.

⁷⁶ W. Kula, *Problemy i metody historii gospodarczej*, Warszawa 1983, pp. 293–294.

donated by K. Czerw could have been 6–8 morgas. The formula used in the deed was:

She only imposes on the gifted son the obligation to keep her with him until the longest days of her life, and then after her death to arrange the funeral at his own expense. In addition, he will annually cultivate for her lands covering 1 'stajanie', 18 'zagonów' [...], which she would sow or plant at her own discretion. Then Tomasz Czerw, residing in the village of Bogucice, appeared in person [...] and declared that he acknowledges and accepts the deed of gift from his Mother, as evidenced by the above, with all the legal consequences and obligations imposed on him, submitting to the rigor of judicial execution to take place from this deed⁷⁷.

In another agreement concluded on 5/17 September 1851 in the office of the mayor of the Winiary Wiślickie commune, and then on 26 August/7 September 1858 entered into notarial deeds, between the spouses Magdalena and Franciszek Sagan, and their daughter Józefa and future son-in-law Józef Kopeć, concerning, among other things, lifetime care, it is worth noting the inclusion of certain conditions in the event of conflicts that could potentially arise between the parents-in-law and the son-in-law. The agreement concerned a farm with an area of 3 morgas located in the village of Winiary Wiślickie. We read in it that:

[...] we wish to secure a shelter for ourselves until death with the aforementioned daughter and future son-in-law, together with our younger, minor children [...] accepting a joint residence in a decent filial agreement, and if the future son-in-law does not keep such agreement and hence domestic disputes arise, then he will be forced to give up the hut and set up a room for a separate residence. Further, Franciszek and Magdalena Sagan intend to maintain, from the land designated to Stanisław Kopeć and daughter Józefa, 30 'zagonów' on the north side of the Nida River, which they are to maintain until their death, and after our death the land will belong to Stanisław Kopeć and daughter Józefa as the exclusive their property in its entirety⁷⁸.

The two sample formulas cited above were general and contained few details. They also used imprecise measures of area, such as 'stajanie' and 'zagon'⁷⁹, for the land reserved for lifetime care recipients. The de-

⁷⁷ APK, ANKMwS, ref. no. 12, p. 549.

⁷⁸ *Ibidem*, pp. 1702–1703.

⁷⁹ *Leksykon historii Polski*, eds. M. Czajka, M. Kamler, W. Sienkiewicz, Warszawa 1995, pp. 1155, 1235.

scriptions of lifetime care conditions typical of the other two regions were more detailed.

For comparative purposes, I analyzed 607 activities carried out in the years 1810–1815 in the notary office of Szymon Przedpełski in Stopnica, but I did not find among them a single lifetime care contract concluded by persons from the peasant class.

In the next of the analyzed poviats, i.e. in the Grójec powiat, at the end of the 1850s the percentage of rented peasant farms in private estates amounted to 40–60%⁸⁰.

- The analysis covered the Files of Józef Bełkowski, notary in Grójec.
- Analyzed years: 1858–1862.
- Number of all deeds performed in the analyzed years: 1013.
- Including the ones with the participation of peasants: 76 – 7.5%.
- Actions with the participation of peasants in which lifetime care were established: 9 – 0.9%.
- Including ones carried out within the family: 9.
- All transferred farms were rental farms.
- Area of the transferred farms: 2.7 morgas – 35 morgas, approx. 1.5 ha – 19.6 ha.
- The adopted measure is the New Polish morga, which is 0.5598 ha.
- The average area of the transferred farm was 21.5 morga, approximately 12 ha.
- Value of the transferred farms: 100–750 rubles.
- Average value of the transferred farm: 430 rubles.
- Average value of 1 morga: 20 rubles.

In the Grójec powiat, the average value of a transferred peasant farm, operating on the basis of good land rights, was approximately 11–50 times the annual wage of a worker and approximately 4.5 times the annual wage of a clerk.

The typical formula and amount of food supply, approved when establishing the terms of lifetime care, can be considered those from the contract between Franciszek Pawolski (father) and Adam Pawolski (son) from the village of Błędów from 28 October/9 November 1860. The size of the transferred farm was 30 New Polish morgas, i.e. approx. 16.8 ha. According to the contract, A. Pawolski undertook that:

[...] he will support his father Franciszek Pawolski until the longest days of his life, that is:

⁸⁰ S. Kieniewicz, *op. cit.*, Warszawa 1987, Map no. 7, p. 222.

- a) Give him free accommodation in the house, received as a share, consisting of one room, entering the hall located on the right side, and fuel.
- b) Provide his father annually until the longest days of his life.
- 2 bushels⁸¹ of rye.
- 1 bushel of wheat.
- Cultivate a 1 'morga' of land for potatoes, for the planting of which Franciszek Pawolski will provide seed and pay for diggers, while Adam Pawolski will transport it with his harness free of charge.
- Maintain 1 cow, the property of his father, which is on his pasture and in the cowshed⁸².

In order to convert volumetric measures to weight, I used the conversion factor used in research concerning, among others, the Wilanów Estate in the 1840s–1860s⁸³. In total, F. Pawolski was to receive about 362 l of grain annually, or about 260 kg, which on average amounted to about 0.71 kg per day. From the provisions of the lifetime care contract, we can conclude that the lifetime care recipient had at his disposal the entire grain intended for him. Moreover, for the calculations presented in this study, I assumed the average potato yield from the New Polish morga at that time to be approximately 3700 kg per year⁸⁴. In the case of F. Pawolski, this amounted to approximately 3145 kg after deducting the seed potatoes described in the contract⁸⁵, or approximately 8.6 kg of potatoes per

⁸¹ In the Kingdom of Poland, both pre-partition measures, the so-called Warsaw treasury measures, where a bushel was 120,605 l, and modified measures, the so-called New Polish measures, which provided for a bushel of 128 l, were used as a volume measure for bulk products like grain. I. Ihnatowicz, A. Biernat, *op. cit.*, pp. 48, 50. The analysis of the files conducted for the purposes of this work has shown that in contracts in which the volumetric measure was precisely indicated, these were always pre-partition measures, primarily Warsaw treasury bushels. Therefore, whenever the documents refer to the bushels, I assume that it refers to the Warsaw treasury bushels.

⁸² APWOGM, KJBWnG, ref. no. 6, pp. 260–261.

⁸³ M. Różycka-Glassowa, *Organizacja i wydajność pracy w rolnictwie wielkiej własności przed uwłaszczeniem w Królestwie Polskim*, Wrocław–Warszawa–Kraków 1970, pp. 293–294.

⁸⁴ As the average potato yield from 1 hectare, and then after conversion from 1 New Polish morga, I assumed the potato yield obtained in the first half of the 1870s in the Kingdom of Poland. *Zarys historii gospodarstwa wiejskiego w Polsce*, vol. 2, ed. J. Leskiewiczowa, Warszawa 1964, p. 443.

⁸⁵ It is difficult to determine the amount of seed potatoes allocated for 1 New Polish morga potato crop in the period under analysis. It depended on many factors, including the size of the seed potatoes and whether they were cut before planting. In the Wilanów Estate in the second half of the 1840s and in the 1850s, 4 to 9.2 New Polish bushels seed potatoes were allocated for 1 New Polish morga, i.e. approx. 4.25–9.75 Warsaw treasury

day. To conclude: F. Pawolski could have consumed approximately 9.31 kg of grain and potatoes per day (potatoes constituted 92% of the mass) and additionally, with less frequency, an undeterminable amount of dairy products and probably a portion of meat if the cow calved and the calf was intended for consumption. It is possible that the lifetime care recipient, having a fairly large stock of potatoes, could have bred a certain number of pigs for his own use, but this was not recorded in the contract.

The indicated daily food intake is an average value, used to approximate the realities of peasant subsistence in the mid-19th century. It should be remembered that food availability varied during the annual cycle, different in early autumn after the harvest and other crops, different at the beginning of spring when part of the supplies, dependent on the previous harvest, had already been consumed.

In the lifetime care agreement (dated 28 August/9 September 1861) concluded in the Grójec powiat between the spouses Agnieszka and Wojciech Piekarniak (parents) and Roch Piekarniak (son), emphasis was placed on the description of activities accompanying the cultivation of the land intended for the lifetime care recipients.

The purchaser⁸⁶ undertakes to support his parents for the longest days of their lives, give them an apartment consisting of one room in a house on the colony sold to the existing ones, not less than 3 'staje' of land and a garden and half of a hop garden for use, fuel needed. The purchaser promises to cultivate annually the 3 'staje' of land intended for the parents for use. The sowing will be provided by the parents, the crops will be harvested and threshed by them, the grain

bushels, which in weight units amounted to approx. 400–930 kg. M. Różycka-Glassowa, *op. cit.*, p. 223. Michał Oczapowski gave a similarly wide range. M. Oczapowski, *Gospodarstwo wiejskie obejmujące w sobie wszystkie gałęzie przemysłu rolniczego teoretyczno-praktycznie wyłożone*, vol. 7, Warszawa 1837, pp. 31–32. In several cases of agreements concluded in the Konin powiat, a condition was included that the area of land intended for lifetime care recipients would depend on the possibility of planting a specified number of seed potatoes on it, expressed in bushels; however, such area was more often recorded in morgas (0.5–1 New Polish morga). These data indicate that the amount of seed potatoes that was usually allocated to planting 1 New Polish morga in Konin powiat by lifetime care recipients was in the lower part of the above-mentioned range. For the purposes of this work, I assumed less than 6 Warsaw treasury bushels as the amount of seed potatoes intended by the lifetime care recipients to be planted per 1 New Polish morga of land, or to be more precise, 15% of the average potato yield in the Kingdom of Poland indicated above. APPOK, ANKFWK, ref. no. 9, pp. 798, 840.

⁸⁶ In the case of this contract, the parties used a real estate sale and purchase agreement. The contract concerned a farm located in Estate Konary, with an area of 16.5 New Polish morgas (approx. 9.2 ha).

of which will belong to them, and the chaff and straw to the son, and this is because the latter undertakes to maintain on his cowshed and for both winter and summer fodder 1 cow and 2 sheep, the property of his parents. In the event of the death of one of the parents, these obligations accepted by Roch Piekarniak will serve in their entirety the other surviving survivor⁸⁷.

The provision guaranteeing the preservation of the entire benefit to the surviving person after the death of the spouse is worthy of attention. This method of managing a lifetime care was practiced, as well as leaving the widow/widower a smaller part of the planned endowment when the previous spouse left this world⁸⁸.

In Grójec powiat, out of 9 analysed lifetime care contracts, 5 were described relatively precisely, as shown by the above examples.

At the turn of the first and second decade of the 19th century (1808–1812) in the office of Jan Pomian-Ostromięcki Notary in Góra Kalwaria, among 344 different acts, one lifetime care contract was signed. The increase in the frequency of concluding such contracts in the Grójec powiat, in notary offices after half a century was therefore clear.

In the last of the analyzed poviats, Konin powiat, in 1859 the percentage of rented peasant farms in private estates was the highest and amounted to over 80%⁸⁹. This powiat constituted the eastern part of Greater Poland, the main area of which, after the agreements reached at the Congress of Vienna, was part of the Kingdom of Prussia. In the analyzed period, as well as in earlier periods, Greater Poland was one of the most economically developed regions of the former Polish-Lithuanian Commonwealth, which was manifested, among other things, by the advancement of rental reforms in the countryside. Despite the division of the region by the border after 1815, the modernization processes characteristic of it maintained their dynamics throughout the entire former area.

– The analysis was performed on the Files of Kwiryn Franciszkowski, a notary in Konin.

– Analyzed year: 1859.

– Number of all deeds performed in the analyzed year: 239.

⁸⁷ APWOGM, KJBWnG, ref. no. 7, pp. 767–768.

⁸⁸ One can give examples of leaving a widow/widower half of the previous benefit, as well as more, but below the previous remuneration of both spouses. These were therefore individual arrangements of individual families. APPOK, ANKFwK, ref. no. 9, pp. 546, 849–850.

⁸⁹ S. Kieniewicz, *op. cit.*, Warszawa 1987, Map no. 7, p. 222.

- Including the ones with the participation of peasants: 92 – 38%⁹⁰.
- Actions with the participation of peasants in which lifetime care were established: 24.

- Including ones performed within the family: 22 – 10%.
- All transferred farms were rental farms.
- Area of the transferred farms: 1 – 37.5 morgas, approx. 0.56 – 21 ha.
- The adopted measure is the New Polish morga, which is 0.5598 ha.
- The average area of the transferred farm was 14.7 morgas (approx. 8.23 ha). In the case of the Konin powiat, due to the largest number of cases in the analysed sample, it is reasonable to also provide the median value. It was 16 morgas (approx. 8.96 ha).

- Value of the transferred farms: 36 – 900 rubles.
- As for the Konin powiat, as in the case of area, it is reasonable to provide the average and median value of the transferred farms.

Average value: $x = 315$ rubles

Median value: $Me = 270$ rubles

- Average value of 1 morgen: 19.55 rubles⁹¹.

The average value of transferred farms in Konin powiat was 73% of the value found in Grójec powiat, which resulted from slightly smaller, ceded areas⁹². The average value of one morga in both of these poviats was basically the same, from which we can conclude that the rent peasants

⁹⁰ What is noteworthy is the generally high activity of peasants in the activities carried out in K. Franciszkowski's office, clearly greater in comparison with the activity of peasants in similar activities carried out in other poviats, which in my opinion also results from the high percentage of rented peasant farms in the Konin powiat.

⁹¹ By dividing the average value of the transferred farm by the number of morgas per average transferred farm in Konin powiat, we obtain a value of 21.4 rubles, while the average value of one morga is 19.55 rubles. The difference results from the fact that in two cases, the area of the transferred farm is known, but its value is not given. When discussing the issue of the value of transferred real estate, it must be remembered that the valuation of the farm consisted of both the value of the land and the buildings. The land in individual cases differed in fertility, and the buildings in size and technical condition. Buildings were mentioned in contracts, but no separate valuation was given for them, and their condition was not described, which is why the average value of farms should be related only to their area. It is worth returning here to the average values indicated for farms from the Stopnica powiat. In this powiat, properties were transferred with significantly smaller areas than in the other two, but also with buildings. Therefore, the value of buildings had a greater impact on the valuation of the farm. This is illustrated by the case of the transfer of a farm with an area of 1.1 morga together with buildings, estimated at 30 rubles. APK, ANKMwS, ref. no. 13, p. 261. Let us recall that in this powiat the average value of one morga transferred was 14.9 rubles.

⁹² The average value of a farm in the Konin powiat was approximately 9–40 times the annual wage of a labourer and approximately 4 times the annual wage of a clerk.

living there valued their property very similarly. Of course, we must remember about the significantly larger number of cases analyzed in Konin poviat, which affects the precision of conclusions. The presented data indicate that the rental peasants from the Konin and Grójec poviats were clearly better off financially than the peasants farming based on similar rights in the south of the Kingdom of Poland in the Stopnica poviat. This was expressed both by the area of land at their disposal and the valuation of their farms.

In the Konin poviat, as an example of a typical record of lifetime care conditions, we can give the data from the contract between Julianna and Stanisław Nowakowski, who transferred the farm to their daughter Katarzyna Godziewska and her husband Michał. The farm was located in Kolonia Niezgoda, which belonged to the Piotrowice Estate, and had an area of 16 New Polish morgas, or about 8.9 ha. According to the contract, Katarzyna and Michał Godziewscy undertook:

As good children, to keep their parents with them for as long as possible of their lives and to know about their needs both in health and in weakness, and after death to bury them decently in a Christian way, according to their ability, and to provide them with a room in the house for living, recorded in this deed without the slightest fee.

4.5 bushels of Warsaw rye,

a 'wiertel' of peas,

a 'wiertel' of tatar groats,

a 'wiertel' of oats.

For salt 90 kopecks,

for a pig also 90 kopecks,

for firewood 2 'sążnie' to buy and bring,

for potatoes 14 'zagonów stajowych' of well-cultivated and fertilized soil.

To give the horse-drawn carts as many times as they are needed to bring the flax from the field after it has been soaked and for the dug-up potatoes. The above-mentioned grain must be in clean and healthy on the government scale, issued annually under the execution ready from this act.

From the orchard the parents reserve free use of the fruit annually.

They maintain parent's cow on summer and winter fodder with their cattle [...]⁹³.

⁹³ APPOK, ANKFwK, ref. no. 9, p. 789.

The 'wiertel' was half a bushel of the Warsaw treasury measure, or about 60.3 l, and was a local volume measure used in Greater Poland⁹⁴. In this case, the 'sążeń' was a volume unit of measure in metric units of about 2.6 m³. On the other hand, based on the prices given above, it can be estimated that 90 kopecks gave the possibility of buying about 22.5 pounds, or about 9 kg of salt per year.

Adding up all cereal products (including peas) we get a total of 723.6 l and after converting to weight units 494 kg per year for the Nowakowski couple, or about 0.67 kg per person per day. Determining the amount of potatoes will be more difficult due to the imprecise units of area used to define the land designated for this crop. In such a situation, we can assume that this area was probably similar to the areas provided for potato cultivation in the case of other lifetime care contracts in the powiat, where potatoes were standardly provided for in the seniors' endowment, i.e. it amounted to 1 New Polish morga for the couple. Similarly to the lifetime care concluded in Grójec powiat, I assumed that approximately 3700 kg of potatoes could be obtained from such land annually, which gave a portion of approximately 4.3 kg per day per person after deducting probable seed potatoes. To sum up, in the analyzed agreement each spouse could count on approximately 4.97 kg of cereal products and potatoes per day (of which potatoes constituted 86% of the mass) and, to a lesser extent, an amount of fruit, dairy products and meat that is difficult to determine.

From the provisions of the contract it can be concluded that after the transfer of the farm the Nowakowski spouses continued to conduct business activities to some extent, as mentioned, for example, in the point concerning the transport of flax.

The contract of 5/17 March 1859 between Anna Karolina Krauze (mother) and Johan Gottlib Krauze (son)⁹⁵ is an example of a contract in which the care recipient secured regular payments of a certain amount in cash for various unspecified expenses, and not for a specific purpose, e.g. for the purchase of a pig and/or salt, which was most common, and sometimes also beer⁹⁶. In the period under analysis, such payments were not yet a standard situation. Out of 24 analyzed lifetime care contracts from Konin powiat, such an eventuality was provided for in 6 of them (25%). In this contract we read:

⁹⁴ B. Wietrzychowski, *O finansach komunalnych miasta Poznania sprzed 1780 i współczesnych*, "Kronika miasta Poznania" 1937, 15, 3, pp. 273–274.

⁹⁵ The subject of the donation was a farm located in the village of Holendry Smaszewskie with an area of 14 Chelmno morgas measure (approx. 8.4 ha).

⁹⁶ APPOK, ANKFwK, ref. no. 9, p. 146.

[...] Johan Gottlib Krauze undertakes, under the execution ready from this deed, to give to the said Karolina of Lubków, the remaining widow of Johan Fryderyk Krauze, and his natural mother, in the house recorded in this deed, room at the back for living, for the longest days of her life, without the slightest payment, and to issue annually:

- a. rye 1 bushel and 8 pots,
- b. oats 8 pots, in clean and healthy grain,
- c. tatar groats 2 pots,
- d. salt 1 pot,
- d. to accommodate the cow in his cowshed and summer feed, and for the winter for the cow long rye straw 22 sheaves, and long oat straw 8 sheaves and meadow 0.5 morga,
- e. land cultivated for potatoes 0.5 morga,
- f. to buy and transport 1 'sążeń' of pine firewood and to pay 75 kopecks annually into the hands of the said mother for the purchase of a piglet. Finally, to pay 13 rubels in silver and 50 kopecks to the said mother, in part 1 rubel 20 kopecks in silver on every request annually from the date of taking possession of the farm, and after death this maintenance ceases and the body of the testifying mother is to be buried in a Christian manner, according to his ability, by the said son Johan Gottlib Krauze⁹⁷.

The notary, when drawing up the above deed, made a mistake twice by entering point 'd'. All cereal products, including groats, designated annually for the widow K. Krauze total 188.4 l, and after converting to weight units 124 kg, or approx. 0.346 kg per day. From the 0.5 morga of land reserved for her, she could obtain approx. 1570 kg of potatoes per year after deducting seed potatoes, which gave a portion of approx. 4.3 kg per day. According to the above agreement, the lifetime care recipient could count on approximately 4.646 kg of cereal products and potatoes per day (of which potatoes constituted 93% of the mass) and a certain amount of dairy and meat products, probably available less frequently. The contract did not mention additional products such as fruit or vegetables other than potatoes, which does not mean that they were not available to some extent to the widow transferring the farm.

In the Konin powiat, lifetime care were also recorded in the form of laconic formulas similar to those from the Stopnica powiat, but most of them (16 out of 24 analyzed contracts, i.e. approx. 67%) were characterised by significantly greater detail, analogous to the examples presented.

Similarly to the previously discussed poviats, in Konin powiat, an increase in the frequency of signing lifetime care contracts was visible with

⁹⁷ *Ibidem*, p. 140.

the passing of subsequent decades of the 19th century. Out of 262 analyzed actions concluded in the Konin powiat Court of Peace⁹⁸ in the years 1808–1810, five concerned the transfer of property and the determination of the conditions of further existence of the transferring peasantry.

The above examples of typical lifetime care contracts concluded in three different poviats (which to some extent may be representatives of regions) indicate that these contracts had the least extensive, most laconic form in the southern region belonging to Lesser Poland as a historical region of Poland (represented by the Stopnica powiat). Contracts concluded in the central and western areas of the Kingdom, which were part of southern Mazovia and eastern Greater Poland (Grójec and Konin poviats), were clearly more extensive and similar to each other. In the Stopnica powiat, the contracts were limited primarily to a general declaration of care. However, among the features of contracts from the other two poviats, one can mention the guarantee of providing a component: housing, food, transport, posthumous, cash and a description of the land left for use. Not all of the listed components occurred with the same frequency. It looked like this:

1. A detailed list of the mandatory duties that guardians were obliged to provide to lifetime care recipients, which in principle always included:

- Determination of the living area for lifetime care recipients, including fuel.

- Determination of the amount of cereal and similar products (such as peas) supplied on an annual basis.

- Specification of the area designated for growing potatoes and possibly other crops and the scope of work on this land resting on each of the parties.

- Specification of the livestock for lifetime care recipients that the guardians were to maintain at their own expense (cow, sometimes also sheep).

- Specification of other meat, vegetable and other products to which lifetime care recipients were to have access, such as pork, orchard fruit or salt.

- Specification of transportation services.

- Specification of other activities available to lifetime care recipients.

2. There was a frequent declaration of organizing a funeral in an appropriate form.

3. The contracts least frequently mentioned a specific amount of cash for unspecified expenses, paid to care recipients at various time intervals.

⁹⁸ The courts of the peace also accepted voluntary acts, performing the functions of notarial offices. A. Heylman, *Historia organizacji sądownictwa w Królestwie Polskim*, vol. 1, Warszawa 1861, p. 155.

The basis of the lifetime care recipients' existence were products and other benefits provided by their guardians. Their personal cultivation of the retained part of the land was of secondary importance. Usually, the guardians were obliged to work the area designated for the lifetime care recipients on their own, and the role of the seniors was limited to helping in these activities or providing seed material or seed potatoes. A no less important feature of the analyzed contracts was the retention in all cases, by the lifetime care recipients handing over the farm, of a certain area of land for their exclusive use. This also applied to most contracts from the Stopnica powiat. This situation indicates the role of land in peasant culture and the guarantee of a certain independence that control over even a small area of it gave. It should be added here that in the analyzed contracts, the exact location of the plot left to the lifetime care recipients was most often not indicated, while at the same time its area was precisely determined⁹⁹. It is possible that this was often related to the variable location of the separated part, resulting from the still common three-field system of land cultivation. Of the three main types of lifetime care contracts indicated earlier, let us recall: 1. transfer of the farm with full transfer of ownership rights; 2. partial transfer with the retention of a certain part of the land and 3. transfer of the estate to successors only for use while retaining the ownership title; in the analyzed poviats we are dealing mainly with types 1 and 2¹⁰⁰.

⁹⁹ In some contracts the location of the land left to the lifetime care recipients was specified more precisely, e.g.: '[...] the seller excludes for herself 1 morga of land at the balk of Franciszek Matuszewski'. APPOK, ANKFWK, ref. no. 9, p. 186. See also the fragment of the lifetime care contract presented in this text between the Sagan couple and their son-in-law, concluded in the Stopnica powiat.

¹⁰⁰ Type 1 primarily included purchase and sale contracts. Donation agreements should be classified as type 2, but this type occurred in various variants. After taking possession of the farm, the new subordinate owners were given the opportunity to enter themselves in the mortgage registers of the given property, but the part of the land left as an endowment for lifetime care recipients was not entered separately as the property of the previous tenants. Of course, their use of it was secured thanks to the signed notarial deed and the lifetime care described in it. In the event of blocking access to the land by the successors, this right could be enforced through official enforcement. Despite this, lifetime care recipients often tried to introduce additional safeguards for their situation, such as the aforementioned reservation of transferring part of the land only after their death or, in other cases, leaving behind the obligation to pay taxes (which additionally burdened the lifetime care recipients' budget, but they agreed to bear such a cost) on the part of the land they used, despite the formal transfer of the entire farm to their successors. This gave the previous tenants greater certainty of maintaining the status of owner in relation to the plot of land left to them, although this certainty was probably largely subjective. *Ibidem*, pp. 852–853.

As I have already mentioned, the basis of existence for people who had crossed the threshold of old age was the periodically issued *naturalia*. This also applied to the Stopnica powiat, where the products provided were not listed in detail, but the requirement of maintaining the lifetime care was often entered, which undoubtedly required regular supply of an appropriate amount of food products. Providing cash, if it occurred, was a benefit, an additional one. Moreover, among the contracts from the analyzed poviats I did not find any records regarding clothing and footwear.

The analyzed lifetime care contracts from the three regions, despite clear differences in detail, were of a similar nature and can be classified as a mixed type, in which care was based mainly on the periodic provision of *naturalia*, but also on leaving a fragment of land for the life annuitants to use. Most likely, it was only in the mid-19th century that regional differences, characteristic for lifetime care contracts concluded in the 20th century, started to form. In the 20th century contracts based on periodic benefits dominating in the western regions of Poland, while in the south they operated mainly thanks deriving benefits from the fragments of land left to lifetime care recipients¹⁰¹.

Most of the contracts involved peasants with Polish-sounding surnames, but contracts negotiated by people with German surnames also took place¹⁰². I found no significant differences in the contracts signed by these two groups.

When comparing lifetime care contracts from the second half of the 1850s, concluded primarily in the Konin powiat, i.e. in eastern Greater Poland, with similar contracts signed on the Kujawian-Greater Poland border in the interwar period, one can see a greater level of detail in the contracts agreed in the Second Polish Republic. The housing and food components were described more meticulously (slightly broader than about 70–75 years earlier), and civilizational changes were visible, as evidenced by the specification of duties such as providing transport

Another eventuality that the lifetime care recipients feared was the potential for the successors to sell or lease the transferred farm to strangers. Some of the files contained provisions in which the previous tenants stipulated that such a situation could only occur with their personal and written consent. *Ibidem*, p. 799.

¹⁰¹ A. Stelmachowski, *op. cit.*, pp. 49–50.

¹⁰² In the Stopnica powiat, contracts were signed only by people with Polish surnames, in the Grójec powiat, the percentage ratio of peasants with Polish surnames to those with German-sounding surnames was: 55–45%, and in the Konin powiat: 67–33%. Often, in works on social and cultural history, the criterion of religion is used to determine the ethnicity of a given individual. Unfortunately, in this case, it is not possible, because in the analysed documents, notaries did not enter information about the religion of the parties to the contracts in the files.

to the railway station or to the doctor and pharmacy, and by paying more attention to hygiene (washing personal belongings and bed linen). Nevertheless, one can also point out clear similarities manifested by the dominance of naturalia in the endowment of lifetime care recipients and a generally similar structure of the entire contract¹⁰³.

Lifetime care contracts can be treated as the most advanced forms of securing the lives of seniors, preceding state pensions¹⁰⁴. This is the first, general conclusion that comes to mind after reading the documents.

I further state that where the contracts precisely specify the amount of food allocation (Grójec and Konin poviats), the supply of food products, and therefore the necessary calories, can be considered sufficient. The daily energy requirement for people aged 60 and over, of average physical activity, is approximately 1700–2270 kcal for women and 2150–2590 kcal for men¹⁰⁵. Of course, these are approximate values and depend on the actual activity of individual individuals, which was certainly different. We can assume, as has already been indicated, that at that time, elderly people tried to maintain their ability to work for as long as possible. Cereal products (including peas), provided for in the cited, exemplary lifetime care contract from the Grójec powiat for F. Pawolski, after consumption could provide about 1970 kcal per day, and potatoes about 6100 kcal (75% of the total). In total, this gave about 8070 kcal per day. In the case of the Nowakowski marriage contract from Konin

¹⁰³ B. Gapiński, *Starość*, pp. 199–207. In 1934, a couple from the village of Krzywe Kolano in Mogielnica powiat were most likely to receive annually: 1000 kg of grain products, 50 kg of peas and 3000 kg of potatoes. The contract used the hundredweight as a weight measure, most likely German, because before 1918 the village was in the German partition. 1 German hundredweight was 50 kg. I. Ichnatowicz, A. Biernat, *op. cit.*, p. 60. This gave about 1.37 kg of cereal products, 0.07 peas and 3.5 kg of potatoes (after deducting any seed potatoes) per person per day. The total daily portion of cereal products, including peas and potatoes per person was about 4.95 kg. (potatoes constituted about 71% of the mass). This was an amount similar to the amount of analogous products obtained by senior citizens on lifetime care in the Grójec and Konin poviats in the last years before enfranchisement, let us recall: 9.31, 4.97, and 4646 kg per person per day. From both periods, I have compared the most comparable elements of contracts. Both immediately before the January Uprising and in the Second Polish Republic, the basis for the nutrition of senior citizens in the countryside was potatoes.

¹⁰⁴ In this context, I understand retirement as typical state forms of material security for older people who have reached the designated age and have demonstrated a sufficient period of paying social insurance contributions. The beginnings of state agricultural retirement in Poland have already been discussed earlier.

¹⁰⁵ *Liczę kalorie i wiem o nich wszystko*, eds. B. Orlicz, M. Zagnińska, Kielce 2014, pp. 14–15, 18.

powiat, the consumption of cereal and related products gave about 1842 kcal, and potatoes about 3053 kcal, or a total of about 4895 kcal (potatoes – 62%) per person per day. On the other hand, data from the contract of the widow K. Krauze, also concluded in Konin powiat, indicate that she could obtain about 955 kcal from the cereal products intended for her and about 3055 kcal from potatoes, which gave a total of about 4010 kcal per day (potatoes – 76%)¹⁰⁶. Analysis of the detailed lifetime care contracts shows that the food allocations provided for lifetime care recipients more than satisfied the daily energy requirements for the elderly.

At this point, the question arises as to how the contracted food allocation was used in practice. If it was delivered more or less in the planned quantities, the seniors would not have been able to consume it all. It is possible that they sold some of it in order to obtain additional cash, or the food itself was a means of payment, primarily in transactions carried out in the immediate vicinity. Grain (but also potatoes) was most likely used to some extent to feed poultry. This livestock is mentioned only few times in the contracts¹⁰⁷, but the general data indicate that it was bred on a large scale¹⁰⁸. Such breeding was easily accessible to seniors, because it required relatively little work. The surplus of grain, especially potatoes, was needed to feed the pig mentioned in some of the contracts, because the amounts provided for its purchase indicate that a piglet or possibly a weaner was purchased¹⁰⁹. It can be assumed that the fattening of such an animal consumed approx. 2.5–3 kg of feed per day for at least half a year, part of which was potatoes, although, especially in the summer, it was still based on easily accessible green feed and only supplementary feeding of pigs in pigsties¹¹⁰. Most likely, pig breeding by lifetime care recipients often took place also in cases where it was not specified in the contracts. These mainly described situations when guardians were obliged to pay specific amounts for the purchase of young animals. Remember that even the most extensive contracts were not able to include all situations that could arise in the future. It seems, therefore, that the planned amount of food gave lifetime care recipients considerable possibilities for

¹⁰⁶ I. Hofmann, S. Carlsson, *Tabele wartości odżywczych*, Warszawa 2008, pp. 84–85, 92, 97.

¹⁰⁷ APPOK, ANKFwK, ref. no. 9, pp. 545, 849. In these agreements we read that: '[...] parents will be allowed to keep a few hens [...]'; '[...] poultry should not be prohibited [...]'].

¹⁰⁸ *Zarys*, p. 482.

¹⁰⁹ The contracts concluded in the Konin powiat for the purchase of pigs provided for prices ranging from 75 kopecks, as in one of the contracts quoted, to 3 rubles. APPOK, ANKFwK, ref. no. 9, p. 844. In Warsaw in the first half of the 1830s the price of a reared adult pig ranged from 5 to 20 rubles. J.A. Szwagrzyk, *op. cit.*, p. 256.

¹¹⁰ *Zarys*, pp. 478–482.

additionally providing themselves with maintenance and diversifying their diet. It should also be remembered that the provision in the contract often constituted a form of pressure on guardians and most likely was not always fulfilled exactly 100%¹¹¹.

The food products specified in the contracts indicate the main role of potatoes in the peasants' diet at the turn of the 1850s and 1860s. Among the items mentioned in the contracts from the beginning of the 19th century that I have analyzed, potatoes appear only once, and the seniors reserved the right to deliver a larger quantity of cereal products than they would about half a century later¹¹². The data cited confirm the significant increase in the area of this crop in Polish lands, which progressed with the passing of subsequent decades of the 19th century.

The presented lists of food products indicate that the diet of the elderly was varied, but due to the general statements regarding the amount of fruit, vegetables, dairy and meat, it is difficult to determine whether it was sufficiently balanced. The amount specified in the agreement from the Konin powiat for the purchase of salt indicates an adequate supply of this mineral¹¹³.

It can be stated with a probability bordering on certainty that notaries confirmed a minority of contracts concerning the transfer of movable and immovable property connected with the establishment of lifetime care conditions in peasant families. Such an activity required additional

¹¹¹ Such conclusions can be drawn by analogy with situations that occurred several decades later. B. Gapiński, *Starość*, p. 205.

¹¹² APPOK, SPPK, ref. no. 75, pp. 208–209; ref. no. 76, pp. 120–121; Cereal products (including peas), provided for in the lifetime care contract for a married couple of millers (2.27 kg per day per person), concluded on 6 XII 1808 in the Konin powiat, could, after consumption, provide about 6570 kcal per person per day, which, similarly to contracts from the same powiat signed about half a century later, exceeded the daily energy requirement for a person over 60 years of age, of average physical activity. The contract did not provide potatoes as a food item for the lifetime care recipients. Similar conclusions are drawn from the analysis of the lifetime care contract from the Śrem powiat concluded before 1810 by Andrzej Guć (father) and Andrzej Guć (son) from the Olender village of Ostrowo. APPOK, SPPK, ref. no. 73, pp. 197–199; T. Opaliński, *op. cit.*, pp. 190–191. A certain amount of potatoes (approx. 380 kg. per year) was provided for in the lifetime care contract (dated 22 VIII 1811) for the widow Julianna Glik from the village of Kały in Grójec powiat. She had at her disposal 1.5 kg of cereal products (including peas) and 1.04 kg of potatoes per day (2.54 kg in total). Potatoes constituted 41% of the total mass of food products intended for the lifetime care. The daily portion of food provided in the contract could provide approx. 5075 kcal after consumption, of which potatoes provided approx. 14%. APWOGM, Kancelaria Jana Pomian-Ostromęckiego Notariusza w Górze Kalwarii, ref. no. 1, p. 681.

¹¹³ The daily salt requirement of an adult is about 5 g. *Licze*, p. 49.

time and financial resources¹¹⁴. Depending on the region, most of such operations were probably carried out in the mayor's commune offices or only privately within the closest ones, possibly with the assistance of neighbors. Nevertheless, it is necessary to acknowledge the positive influence of the so-called good land law (renting farms) on the popularization of the practice of confirming with notaries the conditions of transferring farms and movables and establishing the terms of lifetime care for the transferring persons. This is particularly proven by the high activity of peasants in this respect in the area of the powiat with the largest percentage of rental farms, i.e. in the Konin powiat. The frequency of signing lifetime care contracts in the Stopnica and Grójec powiats was clearly lower and at the same time similar, despite the greater scale of renting farms in the powiat located in southern Mazovia. This result may result from the sample used in the study, as well as from the fact that the process of switching to rent in the above-mentioned powiats intensified only in the decades following the November Uprising, which could have been too short a period to translate into a noticeable increase in the number of lifetime care contracts concluded in notary offices. In Greater Poland, which included the Konin powiat, the rate of renting peasant farms increased already in the second half of the 18th century.

There is a view in the literature that rental farms were most often characterized by better development opportunities, which resulted in their greater wealth in comparison to serf farms¹¹⁵. It is therefore possible

¹¹⁴ The K. Mikułowski office in Stopnica charged fees from 0.15 to 0.75 rubles for the analysed activities. The most common amount was 0.15 rubles. K. Franciszkowski, a notary in Konin, charged from 0.15 to 1.20 rubles, most often 0.45 rubles. The activities at the J. Bełkowski office in Grójec were definitely the most expensive. In the case of the analysed acts from this office, fees ranged from 0.75 to 4.35 rubles, with almost half of the activities costing over 3 rubles. An additional extract was charged in each of the powiats at 7.5 kopecks. For many peasant families, notary fees were a challenge, considering that for 0.75 rubles you could buy a piglet, and for 0.90 rubles a yearly, abundant supply of salt for 2 people. The presented prices illustrate the differences in fees depending on the region, which was influenced by various factors.

¹¹⁵ S. Borowski, *Rozwarcstwienie wsi wielkopolskiej w latach 1807–1914. Studium statystyczne nad społecznymi i ekonomicznymi następstwami włączenia wsi w orbitę rynku*, Poznań 1962, pp. 52–53; idem, *Kształtowanie*, p. 49. This tendency was reinforced by the fact that the rental peasants usually farmed larger areas than the serfs. A larger area was a factor that was conducive (although of course not the only one, the form and scale of the feudal duties were very important) to building the relative wealth of the peasant farm. In the Kingdom of Poland in 1859, rental peasant farms with an area exceeding 12 morgas (105 400) constituted 70% of rental peasant farms (150 546) and 32% of all peasant farms (325 023), while serf farms, also with an area exceeding 12 morgas, constituted 52% (73 257) of serf farms

to indicate a connection between the increase in the scale of renting peasant farms in a given region, associated with the progressive, relative enrichment of the peasant class, and the increased interest of representatives of this class in signing contracts for the transfer of farms at notary offices. Of course, differences in wealth can also be noted within the rented farms, which I have already pointed out when comparing farms in the Stopnica powiat with those in the Grójec and Konin powiats. It is possible that these disproportions caused the differences in the structure of the lifetime care contracts themselves, which were laconic and less detailed in the clearly poorer Stopnica district. The higher wealth of farms would therefore generate greater care for the standard of living after the transfer of land, probably resulting from the possibility of disposing of wider resources.

The conclusion of contracts, including lifetime care, in notary offices, which are state offices, indicates a positive perception of the role of the institution of a modern, centralized state by some peasant families. Additionally, the increase in the frequency of signing the aforementioned contracts at notaries' offices, which progressed with the passing of subsequent decades of the 19th century, indicates the growing importance of state bodies in the life of this social group. However, the question arises as to what exactly the progress mentioned in the previous sentence indicates. Is it only about the increased importance of the notary's office in the lives of part of the peasant class, especially the wealthier one, the use of which could sometimes be only a measure of prestige? Or above all about the general increase in interest of peasants in precise and, importantly, formal, and consequently more predictable and certain, regulation of the rules of functioning in the family after they crossed the threshold of old age? If we accept the latter possibility, it would indicate an increased importance of the institution of lifetime care and a decrease in the role of other alternatives. I maintain the hypothesis put forward at the beginning, that we are dealing with an evolution of the whole phenomenon of securing the existence of seniors towards a clear popularization of lifetime care (at least in some regions) even before enfranchisement in various types of farms, primarily rental farms, but also serf farms. However, this requires confirmation

and 22.5% of all peasant farms (325 023). I did not include rental – serf peasants farms (11% of all farms) in this list. An area of at least 12 morgas already allowed for the needs of a peasant family to be met. H. Brodowska, *op. cit.*, pp. 356–357. It is also worth adding that there are researchers who perceive the process of transferring peasant farms to rent as a stage on the way to enfranchisement. A. Stankiewicz, *Reformy czynszowe dóbr skarbowych w Królestwie Polskim*, Łódź 1968, p. 303.

through further analysis¹¹⁶. Probably different variants of concluded lifetime care contracts influenced each other. The increase in the relative wealth of the peasantry resulting from, among other things, the transition to rent increased the demand for increasingly certain and precise definition of living conditions in old age. This increased the general frequency of concluding such agreements, including the increasingly frequent signing of them at notaries' offices. On the other hand, notarial agreements, which we can consider the most advanced forms of such contracts, influenced the shape of agreements still signed at mayors' offices or only privately. The process of confirming contracts previously concluded at mayor's offices at notaries' offices, observed especially in the Stopnica powiat, is part of the phenomenon indicated.

The general assessment of lifetime care as one of the possibilities of functioning in old age has already been presented. The possibility of spending the last stage of life on one's own farm with the provision of relatively predictable living conditions was undoubtedly a higher form of existence in terms of civilization and humanity compared to the fate

¹¹⁶ The assessment of the frequency of concluding written lifetime care contracts in the pre-modern period, in individual regions of Polish lands, initially in rural courts and then in notary offices and other offices, deserves further detailed research. I would also like to draw attention to the Konin powiat. At present, the State Archives in Poznań, Konin Branch, in addition to the examined set of documents of notary K. Franciszkowski, also stores another set of files (set no. 143) of the Konin notary office, containing activities also carried out in the analysed year 1859. Moreover, for the last years before the enfranchisement (1850–1861), in addition to the already mentioned sets, there are documents available from one set of notary files from Konin (set no. 139) and from one office operating in the powiat, in Koło (set no. 1258). For the period under analysis, documents from notaries from Konin itself and from the aforementioned office located in Koło have survived from the area of the Konin powiat. Most likely, there could have also been offices in other cities in the powiat, e.g. in Golina, but even if so, the documentation produced in them has not survived to this day. If in the yearbooks from the 1850s and early 1860s, in the individual offices of the powiat, a similar percentage of contracts concerned peasant lifetime care contracts, as in 1859 in the office of K. Franciszkowski, then it may turn out that their annually number in the entire powiat was expressed not in tens, but in hundreds. In 1859, K. Franciszkowski's office conducted a total of 239 activities, of which 24 (10% of all) concerned peasant lifetime cares, while in the office of Fortunat Łącki in Konin, 956 activities were conducted in the same year. It is very interesting how many of them concerned similar contracts. Similar analyses should be conducted for the remaining available years and other poviats of the north-western Kingdom of Poland (e.g. poviats: Włocławek, Lipno, Gostynin or Kalisz) where the scale of renting peasant farms was similar to that found in Konin powiat. Such a broad analysis will significantly deepen the conclusions regarding the scale and form of the institution of lifetime cares in the final period before enfranchisement. Compare W. Mędrzecki, *op. cit.*, pp. 79–80.

symbolized by the begging stick. In conclusion, it can be stated that rent, by changing the functioning of peasant communities in many fundamental areas, including the aspect of existence in old age, had a positive impact on cultural changes within the agrarian society of the Kingdom of Poland.

Some of the records indirectly refer to conflicts¹¹⁷ occurring in peasant communities between children and elderly parents or, more broadly, between guardians and seniors, against whom the latter wanted to protect themselves in lifetime care contracts. This confirms signals coming from other sources. It also shows the complicated dimension of the last stage of human life, which was and is a universal, timeless phenomenon, and challenges that younger people (care providers) were not always able to cope with, although it should be added here that problems in mutual relations could be generated by both parties. There is no doubt, however, that seniors, as the usually weaker party, generated them less often.

As for the issue of transferring farms within the immediate family, the analysis of contracts showed that the transferred land properties were most often not divided¹¹⁸. This was the case in all analyzed poviats, regardless of the area of the transferred farms¹¹⁹. They were taken over by an adult descendant, whose choice was based on customary law, which is characterized by a fairly large scope of freedom in this respect. The analysis of the practice of making this choice is difficult because the exact age of the person taking over the farm or his/her siblings was not entered in the notarial records, limiting itself in some cases to indicating only that one of the children was still a minor¹²⁰. Data on age relations within siblings must be obtained indirectly by analyzing the context of the entire record. Much indicates that the farm was most often taken over by the eldest son, but there were so many exceptions to this rule that it is difficult to call it a universal rule. Of course, we have examples of families where only daughters were among the descendants. In such cases, the property was most likely most often taken over by the eldest daughter, who was already married, and the contract itself was also concluded, and not rarely only, with her husband, the son-in-law

¹¹⁷ APPOK, ANKFwK, ref. no. 9, p. 316; SPPK, ref. no. 75, p. 105; APK, ANKMwS, ref. no. 12, p. 1703.

¹¹⁸ At most, it was divided into two equal parts. APPOK, ANKFwK, ref. no. 9, pp. 120–123. In the case of this contract, one part was taken over by the son of the ceding widow, and the other by her daughter and her husband.

¹¹⁹ Compare A. Stelmachowski, *op. cit.*, pp. 49–50. Describing the situation in the mid-20th century, the author points to regional tendencies of dividing small farms and preserving the larger ones in their entirety.

¹²⁰ APPOK, ANKFwK, ref. no. 9, p. 354.

of the assignors¹²¹. There are examples where the daughter and son-in-law became the successor, despite the fact that among the younger children there was a male descendant, often still a minor¹²². There were also situations where the role of the takeover and care provider was entrusted to the youngest of the male descendants¹²³. Most likely, the final decision of the transferors depended on their current situation. In a situation where age and/or health forced them to hand over the reins of the farm to younger hands, and the only adult who was already married was one of the daughters, it was her and her son-in-law who were entrusted with the duties of successors and guardians, even if among the younger children there was a son. In addition, one of the most important reasons for the decision to transfer land to one of the younger children could have been the general assessment made by the parents and the recognition that this one of the offsprings would best fulfil the tasks of the family head and guardian. It should be noted, however, that there are contracts in which only the son was mentioned as the party taking over and the content of the deed does not indicate whether he had already entered into marriage or remained a bachelor, which could probably have been the case sometimes. However, I have not found a document where the only person taking over the farm would be the daughter, who was probably still single. The age of the parents transferring the property was in a fairly wide range, which also results primarily from the context of the record, because the notary did not enter their age in the records either. If most of the descendants were already adults and living in marriages (this data was often entered in the document) and, in addition, the land was transferred by a widower or widow, it can be assumed that the transferors had already crossed the threshold of old age. In most of the analyzed contracts concerning the donation or sale of a farm to successors, an immediate or short period of possession of the property was indicated¹²⁴. There were also cases where the transfer was postponed

¹²¹ APK, ANKMwS, ref. no. 12, pp. 920–927; APPOK, ANKFwK, ref. no. 9, pp. 851–854.

¹²² APPOK, ANKFwK, ref. no. 9, pp. 847–850.

¹²³ APWOGM, KJBWwG, ref. no. 7, pp. 322–327.

¹²⁴ If the life care was an element of the real estate purchase and sale agreement, the date of taking over the farm was not in doubt, because it occurred at the time of signing the deed. However, most of the acts of transferring the farm to successors were donations. The process and dates of taking over the farm were described most precisely by notaries in Konin and Grójec. The terms civil possession and natural possession were used in the deeds. More often, the transferees received the donated real estate into civil and natural possession immediately (13 cases in the Konin powiat, 54% of all). However, there were often cases when civil possession (understood as formal acquisition of the right of subordinate ownership) occurred immediately, while natural possession was postponed from several

until the person taking over reached the age of majority¹²⁵. A different situation occurred in the cases of pre-marital agreements when the dowry conditions for the future union of the descendants, who were often very young, were agreed upon¹²⁶. In such situations, the parents were most likely still in middle age and had the strength to continue working. The obligation of taking care, that were imposed on the child, for whom the prenuptial agreement was drawn up, often referred to the future, not to the present day¹²⁷.

The person taking over was obliged to repay the remaining siblings, which was done in more or less equal parts regardless of gender¹²⁸.

months to a year. This resulted from the essence of the term 'natural possession', derived, apart from tradition, most probably from the provisions of Article 949 of the Napoleonic Code, which stated that: 'The donor is allowed to make a retention for his own benefit, or to dispose for the benefit of another person, the use or use – of the income from donated movable or immovable goods'. K. Sójka-Zielińska, *Kodeks Napoleona historia i współczesność*, Warszawa 2008, p. 416. I assume (which results from the context of the deeds) that the previous tenants, by withholding the transfer of the land to their successors into natural possession, retained the possibility of drawing benefits from the entire farm until the moment of such transfer. The dates of transferring the farms into natural possession to the successors entered in the deeds indicate that the previous tenants wanted to retain the entire crop from the season in which they got rid of the property. Confirmation of such conclusions may be the fact that only after taking possession of the farm into natural possession were the successors obliged to bear the related burdens, such as paying taxes or fulfilling duties towards the land lord. APPOK, ANKFwK, ref. no. 9, pp. 139–140, 354–355. Of course, after the successors took over the entire possession, the lifetime care recipients continued to benefit from the parts of the land provided for them in the agreement. There were also cases when the transferors of the farm wanted to protect themselves more and wrote in the agreement that a significant part of the farm (e.g. half) would be taken over by the successor and guardian only after their death. *Ibidem*, pp. 82, 150–151. The process of taking over the farms is described least precisely in the files from the Stopnica powiat.

¹²⁵ *Ibidem*, p. 125.

¹²⁶ APK, ANKMwS, ref. no. 12, pp. 1697–1705. In the situation mentioned, the woman who was to enter into marriage was 17 years old and her future husband 19. According to the provisions of the Civil Code of the Kingdom of Poland, a woman could enter into marriage after reaching the age of 15, while a man could enter into marriage after reaching the age of 18 (Article 144). A dispensation granted by the king was necessary for early marriage (Article 145). In addition, a man under the age of 25, and a woman under the age of 21, needed parental consent to enter into marriage. In the event of a difference of opinion, the father's opinion was decisive (Article 149). *Dziennik Praw Królestwa Polskiego*, vol. 10, Warszawa 1825, pp. 85–87.

¹²⁷ APPOK, ANKFwK, ref. no. 9, p. 102. In the case of the aforementioned prenuptial agreement, natural possession was to occur two years after the signing of the contract.

¹²⁸ *Ibidem*, pp. 841–846.

The procedure was usually as follows: The value of the farm in money (rubles) was specified in the deed. This was the so-called estimate¹²⁹. The estimate was divided into similar values for all brothers and sisters, including the one who took the property, and in the same amount for the parents or the parent if the other spouse was already dead. Repayment was often postponed for several years, especially in situations where the person who was to receive it had not yet reached the appropriate age. Additional financial conditions were sometimes provided for the basic repayment, such as throwing a wedding for the brother or sister¹³⁰. The part intended for parents was distributed in various ways. The contract sometimes stipulated that the assignors were to receive a certain amount each year for minor expenses¹³¹. There could be a general provision about allocating part of it to provide the planned equivalent of food, or generally all care activities¹³². Of course, there were some exceptions to this rule. However, when a contract included a provision to allocate a lower amount of a certain value to one of the siblings or not to repay it at all, the transferring parents indicated that they had already been provided with¹³³.

Another issue is the level of wealth of the peasant tenement farms. Comparing the estimated values of the transferred farms¹³⁴ with the indicated wages of laborers and officials, it is clear that the acquisition of subordinate property analogous to the average transferred farm in the Grójec and Konin poviats was primarily available to a person receiving an official wage. For laborers, this was a property that was difficult to obtain, and certainly difficult to obtain if they were to spend only savings generated from their wages on its purchase. The purchase of an average farm in the Stopnica powiat required smaller outlays, which also resulted from the small average area of a peasant rental farm in this region. Using such a comparison, it can be stated that in the mid-19th century, the rental

¹²⁹ It seems that the value of the farms was determined fairly reliably. This could have resulted from the interests of the parties to the contract not being entirely identical. The transferring parents wanted to ensure an economically secure old age. It should also be taken into account that they had in mind the fair endowment of all their children. On the other hand, the person taking over the property probably tried to negotiate fairly good conditions for himself, not burdening him with too high repayments.

¹³⁰ APPOK, ANKFwK, ref. no. 9, p. 544.

¹³¹ *Ibidem*, p. 849.

¹³² *Ibidem*, pp. 837–840, 843–844.

¹³³ *Ibidem*, p. 838; APWOGM, KJBWwG, ref. no. 5, p. 318.

¹³⁴ The estimate indicated in the contract can be identified with the sum needed to buy (in Polish: 'okupić') the tenement farm. The term 'okupić' used above is a source term appearing in contracts concerning the acquisition of subordinate property.

peasants were closer in wealth to the class of lower officials than to the developing working class. Of course, this list is only intended to provide a general picture of the phenomenon. In the period under review, the agricultural land market looked much different than it does today. The policy of manors still had a major influence on its shape, as they could give preference to people they already knew when selling. Not everyone who had the necessary capital was a candidate for farm tenancy. Suitability for the profession, or to some extent what we call qualifications today, was also decisive. The purchaser of the subject property had to pay the agreed tributes to the land lord, the main source of which in practice could be primarily the cultivation of the purchased land. An attempt to place the rental peasants on the ladder of wealth of the society of the Kingdom of Poland in the mid-19th century shows the scale of the stratification of the peasantry itself, which was undoubtedly clear on the threshold of final enfranchisement in the Kingdom of Poland.

Importantly, based on the analyzed source material, I did not find any influence of land lords on the process of transferring farms by peasants to their successors and establishing the terms of lifetime care. A possible influence could be manifested in requiring consent (consensus) for actions carried out by peasants or collecting 'laudemium' from them after transferring the farm by way of donation¹³⁵. This is an important observation because, although most peasants concluding lifetime care contracts at notary offices had some form of subordinate property, they were still dependent on the land lord as the superior owner in many areas.

Finally, it is necessary to point out an entire area that the above analysis does not answer, which raises further questions.

¹³⁵ In one of the donation agreements, the donor explicitly stated that *laudemium* was not required because the farm was received by the daughter and son-in-law, which indicates that this form of disposing of subordinate property (between parents and children) was exempt from the commission for the benefit of the land lord. APPOK, ANKFwK, ref. no. 9, p. 317. Similar declarations also appear in other contracts. *Ibidem*, pp. 785, 799. At the same time, there are examples of contracts concluded between parents and children, which had the nature of purchase and sale contracts, which were probably treated for this reason as subject to the *laudemium* fee, which resulted in additional costs for peasant families. Unfortunately, the content of the acts does not indicate what the peasants' motivations were in making such decisions. APWOGM, KJBWwG, ref. no. 7, p. 768. In the mid-19th century, the transfer of real estate between parents and children in peasant families, by means of a sale-purchase agreement, I found only in the Grójec powiat. In the early years of this century, such contracts took place in the Konin powiat, where after about half a century this practice was abandoned. APPOK, SPPK, ref. no. 75, pp. 205–210. This shows the diversity of customs within peasant culture, both in time and space, in such an important sphere of life as securing one's existence in old age.

The first one is: what was the practical fate of the lifetime care agreements? The answer is difficult to obtain due to the already reported almost complete destruction of court records created in the years 1807–1864 in the Duchy of Warsaw and the Kingdom of Poland during World War II. In the very few preserved procedural documents from that period, individual cases concerning failure to comply with the terms of care can be found, but based on such fragmentary material we are unable to estimate either the scale of the phenomenon or its individual features. As already mentioned, conflicts were more often caused by guardians, but they could also be generated by the transferring party. There are opinions in the literature about cases of successors being overloaded with obligations towards parents or transferring¹³⁶. In the case of the discussed lifetime care cases from Konin powiat, we know the area reserved by care recipients for potato cultivation, ranging from 0.5 to 1 morga. One can also attempt to estimate the area needed to deliver the amount of cereal products specified in the agreements, which in the example contract quoted above, concluded in Konin powiat by the Nowakowski couple, amounted to 494 kg per year, of which rye constituted 75%. Taking as a reference the average rye yield per hectare in the Wilanów Estate in the 1840s, 1850s and early 1860s, amounting to approx. 640 kg¹³⁷, we can assume that to provide the lifetime care recipients with the agreed amount of grain and potatoes, those taking over the farm had to allocate about 2.5 morgas of the area taken over. If in the Konin district mainly farms with an area of approx. 15 morgas were taken over, then taking into account the three-field system still dominant at that time, providing the lifetime care recipients with the agreed amounts of grain and potatoes required allocating about 25% of the field remaining under cultivation for this purpose. It can be assumed that the indicated area constituted a significant part of the land used, but it does not seem that such a situation eliminates the profitability and sense of running the farm by the successors. Of course, we must also take into account other obligations, such as the year-round maintenance of a cow and others.

The next very important issue is the question about the detailed shape of various forms of spending old age in the still dominant group of peasants in the Kingdom in the 1850s, i.e. among peasants working off corvée or classifying themselves as without agricultural peasants. Through notarial documentation, we will obtain data on this subject in symbolic numbers. Obtaining a detailed answer to this very broad

¹³⁶ The data I refer to concern the situation in the 19th century in the territory of Greater Poland under Prussian rule. B. Gapiński, *Starość*, pp. 197–199.

¹³⁷ M. Różycka-Glassowa, *op. cit.*, p. 210.

question will be difficult, if not impossible, due to the limited availability of sources necessary for such an analysis, primarily because most likely in the aforementioned groups of peasants most of the findings concerning the phenomenon of interest to us were made only orally¹³⁸. The analyzed contracts therefore only illustrate a fragment of the issue of the living conditions of seniors in the countryside in the period before enfranchisement. We have only general information about the situation in this respect of a significant part of the peasant community. Of course, for this group of peasants, concluding a lifetime care contract was also possible in some cases. However, they often had to reckon with the three other, already mentioned forms of existence in old age. It should be remembered that the situation of serfs depended to a greater extent than of rental peasants on the decision of the lord. The legal position of such peasants was varied. The lord could arbitrarily, based on various premises, decide to change the person settled on the farm. The difficult situation of serf farms in the context of old age is clearly visible in the example of childless peasants. In such a family there were no successors and the land lord had the possibility of removing the previous peasants from the land they used by settling unrelated people when they were no longer able to fulfil the imposed obligations¹³⁹. Most often, such a property was not

¹³⁸ By means of statistical sources produced in the pre-modern period, such as civil and military censuses, it is possible to analyse certain aspects of the life situation of seniors in rural areas before the enfranchisement, as evidenced by the works already cited. M. Kopczyński, *Studia*, pp. 65–69, 147–161. However, they will not provide data on the details of the existence of the elderly, especially in serf villages, similar to the data available thanks to notarial deeds. Therefore, we are left with obtaining information on this subject mainly through narrative ethnographic sources and research by people dealing with the history and culture of the countryside in the 19th century and later. Various accounts flowing into periodicals such as the monthly “Wisła” will be helpful, but they will only provide a general picture based also on anecdotal examples, often collected by enthusiasts without professional training. An example is the general information from the areas of Sokółka and Wołkowysk, the author of which reported that bailiffs most often face the fate of beggars in old age, because their children usually do not feel obliged to their parents. “Wisła” 1889, no. 2, p. 374. The author of this article is currently working on a publication based, among other things, on a broad analysis of sources produced by village communes in the years 1807–1864 in the Duchy of Warsaw and the Kingdom of Poland, describing the relations of power between the lowest level of administration represented by village commune mayors and the inhabitants, primarily peasants. The work is in progress, but already at this stage there is an observation that based on this body of sources it will be difficult to specify the knowledge on the forms of spending old age by groups of peasants not classified as tenants. The subject of peasant survival strategies after crossing the threshold of old age will be an additional thread discussed in the prepared work.

¹³⁹ A. Woźniak, *op. cit.*, p. 111.

a strong bargaining chip in their hands and the possibility of transferring it in exchange for a lifetime care was clearly difficult.

The January Uprising, ending the process of peasants enfranchisement in the lands of the former Polish-Lithuanian Commonwealth, began a new chapter in the life of peasant communities, including senior peasants.

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