

Icons versus Contracts: Culture, Institutions, and Economic Behavior in Imperial Russia

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Abstract

Historians have long viewed the economic behavior of Russians as fundamentally different from that of western Europeans. In more recent years this argument has been adopted by legal scholars to explain Russia's failure to develop a rule-of-law based economy in the post-Soviet period. In particular, the absence of a body of contract law in modern Russia is noted and attributed to a deeply-rooted cultural hostility toward contractual transactions. In this paper, this view is examined against archival evidence for a community of ethnic Russian peasants during the period 1750-1860. The evidence presented here indicates that Russians from different socioeconomic and legal strata (*soslovie*) engaged in a wide variety of contractual transactions, made possible through the quasi-formal enforcement mechanisms established by the local landlord. In other words, Russians, too, were willing to engage in contracts when a reliable system of enforcement was available. The reluctance to contract noted in modern Russia is more likely due to the absence of reliable enforcement mechanisms rather than a cultural aversion to contractual exchange.

## Icons vs Contracts: Culture, Institutions and Economic Behavior in Imperial Russia

### *Introduction*

The economic behavior of Russians has long been viewed as differing in some fundamental way from that of western Europeans. The German Romantic writer August von Haxthausen, who travelled around Russia in the 1840s, was one of the first to suggest that Slavic society was more “collectivist” than western European societies (especially the German-speaking lands he knew best). This view was enthusiastically adopted by both Slavophiles and Populists in the late nineteenth century, who saw Slavic communalism – and especially communal land tenure – as an alternative to western-style capitalism. On this view, Russia was so different from the capitalist west that Marx’s laws of history did not apply to it; Russia would bypass capitalism and proletarianization, and move straight to a more humane form of socialism, based on the indigenous collectivist norms of the peasantry.

Perhaps one of the best-known manifestations of this view is in the character of Konstantin Levin, the idealistic Russian landlord in Tolstoy’s *Anna Karenina*, who, in his attempt to improve productivity on his estate, spurns English and European works on political economy as “inapplicable to Russia”, whose rural affairs had nothing in common with those of Europe. According to Levin, the economic behavior of Russian peasants reflected the “spirit” of the Russian people; techniques imported from abroad, he thought, were incompatible with local culture and thus destined to fail on Russian soil.<sup>1</sup>

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<sup>1</sup> Tolstoy, *Anna Karenina*.

This view of Russia as fundamentally different has persisted to the present day. It is found mainly in the literature on the peasantry, where the writings of nineteenth-century intellectuals have been especially influential. Just about anything written about Russian peasants takes for granted this cultural communalism as something which distinguished them from the rural inhabitants of societies to the west. In recent years, this view has made its way into studies of the Russian legal system, with culture invoked as an explanation for the current legal and economic problems of post-Soviet Russia. Thus Michael Newcity (1997) argues that disrespect for the rule of law in Russia today is deeply rooted in Russian culture, which, he maintains, is “predominantly anti-legalistic.”<sup>2</sup> Like nineteenth-century Russian intellectuals, Newcity sees peasant communalism as a key element in this culture. Russian peasants, he notes, preferred informal customary arrangements to those formalized by law.<sup>3</sup>

The most recent expression of this view is by the legal scholar Uriel Procaccia in *Russian Culture, Property Rights, and the Market Economy* (2007), where he argues that Russian culture is incompatible with western-style property rights and market economies.

Procaccia focuses primarily on the absence of contractual exchange in modern Russian, arguing that contract law never developed in Russia because “Russians were not keen to engage in contractual behavior.”<sup>4</sup>

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<sup>2</sup> Newcity, “Russian Legal Tradition”, p. 45.

<sup>3</sup> Ibid., p. 57.

<sup>4</sup> Procaccia, *Russian Culture*, p. 2.

In his view, “the Russian antipathy to contracts is ... deeply ingrained. It reflects a set of values that are as ancient as Christian Russia itself ...”<sup>5</sup> Where western European societies embraced individualism, he argues, Russian society remained collectivist. While western Europeans accumulated riches, Russians remained, in keeping with eastern Orthodox traditions, suspicious of wealth and worldly possessions. Procaccia sums up these differences by contrasting a western European “contract” society and a Russian “icon” society. Contract societies are individualistic and acquisitive, while the icon society is collectivist and suspicious of worldly wealth. He also notes that contract societies value the written word, while icon societies value images, imagery.

Finally, in his strongest statement, Procaccia argues that “icons and contracts are based on incompatible sets of values ... [and thus] ... an “icon society” cannot be, at the same time a “contract society”.”<sup>6</sup>

This story is in certain ways an attractive one. If we accept that Russian economic behavior is deeply rooted in a culture that differs substantially from that of western Europe, then we have a relatively straightforward explanation for Russia’s particular historical path, including the persistence of serfdom, late industrialization, the Russian Revolution, and, more recently, the failure of attempts to establish a market-based, rule-of-law democracy in the post-Soviet period. Russia is different.

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<sup>5</sup> Ibid., p. 5.

<sup>6</sup> Ibid., p. 6.

But how plausible is this tale of two cultures? Is Russian economic behavior – in particular, the reluctance to contract – really rooted in a collectivist “icon” culture? It will be argued in this paper that the empirical evidence for pre-Soviet Russia is not consistent with a cultural explanation. I will focus on one particular Russian society during the period 1750-1860 to show that Russians engaged in a wide variety of contractual transactions. These particular Russians were serfs, and their contractual transactions were made possible through the administrative framework established by one of Russia’s largest landholding families, the Sheremetyevs. This framework offered serfs a reasonably reliable system of contract enforcement, thereby reducing the risk involved in property and credit transactions. As a result, we find that serfs engaged in contracts with serfs from the same estate, from other estates, and even with free persons, including those of higher ranks such as merchants and landlords. It thus seems likely that the current lack of contractual arrangements noted by Procaccia is not due to a deeply-rooted historical aversion to contract, but rather to the absence of well-functioning enforcement mechanisms.

#### *The Voshchazhnikovo Estate*

The evidence presented in this paper comes from the Voshchazhnikovo estate archive. Voshchazhnikovo belonged to the Sheremetyev family, one of Russia’s wealthiest landholding families, who possessed over 300,000 serfs distributed across thirty estates in seventeen provinces.<sup>7</sup> Voshchazhnikovo was located in the Rostov district of Yaroslavl’

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<sup>7</sup> Shchepetov, *Krepostnoe Pravo*, pp. 18-26. It is worth noting that the wealthiest Russian landlords, a group of 20-30 families, were more like Central European territorial princes

province, one of seven provinces in the so-called “Central Industrial Region”<sup>8</sup>. The estate was about 30 miles southwest of the provincial capital, Yaroslavl’, and about 300 miles northwest of Moscow.

The Voshchazhnikovo estate was comprised of thirty villages, with a total population of about 3500 serfs. The estate took its name from the largest of these villages, which contained roughly 200 households and about 1200 serfs.<sup>9</sup> The serfs at Voshchazhnikovo were all Russian and, with the exception of a very few non-conformist households (five or six total), all of the Orthodox faith.<sup>10</sup> They paid their feudal obligations to the Sheremetyevs in cash and kind. Voshchazhnikovo had no particular economic specialization; serfs engaged in rural industry, crafts, migrant labor, and various kinds of trade. They were required by their landlord to cultivate their feudal allotments, but very few households made a living exclusively from agriculture.<sup>11</sup> In this way, Voshchazhnikovo was fairly representative of other estates in the Central Industrial

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than an English gentry: their serfs were their subjects and they had total sovereignty over them.

<sup>8</sup> The provinces which comprised the Central Industrial Region were: Kaluga, Kostroma, Moscow, Nizhnyi Novgorod, Yaroslavl’, Tver’, and Vladimir. The soil quality in the Central Industrial Region was poorer than that in the Central Black Earth Region; as a result, fewer estates specialized in agriculture than in the Black Earth zone.

<sup>9</sup> These figures come from the inventories of households in the Russian State Archive of Old Documents (hereafter RGADA), fond (f.) 1287, opis’ (op.) 3, edinitsa khraneniia (ed.khr.) 1143 (for years 1832/8).

<sup>10</sup> Such information was regularly recorded, as officials – state and manorial – liked to keep close tabs on non-conformists, who, at Voshchazhnikovo, were mainly Old Believers (“*raskoly*”).

<sup>11</sup> Only 10 per cent of households (22 of 203) in the village Voshchazhnikovo made their living from agriculture alone. RGADA, f. 1287, op. 3, ed.khr. 1143 (Inventory of Households 1832).

Region. Of the Sheremetyev holdings, it was neither the richest nor the poorest, the largest nor the smallest.<sup>12</sup>

The findings presented here come from documents kept by estate officials, and related to contractual exchange.<sup>13</sup> Officials kept annual records of written contracts, so that they could be referred to in the event of a dispute. Unfortunately these records are not complete, though they do give us a reasonable sample of existing contractual practices.<sup>14</sup>

In addition, we have references to contracts from other archival sources, including communal meeting minutes, petitions to the landlord, and estate decrees. While the qualitative and incomplete nature of these documents make quantitative estimates difficult or impossible, they do enable us to test the view that Russian culture was hostile to contracts. They also afford insight into local administrative practices, which, it will be argued later, made contractual transactions possible on this estate.

### *Contractual Exchange in Pre-emancipation Russia*

When Procaccia characterizes the difference between his two forms of social configuration, he claims that contracts, in a proper “contract society”, must meet two essential criteria. First, an agreement “need not depend for its validity on simultaneous exchange”. To qualify as contractual exchange, in his view, it must be possible to

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<sup>12</sup> For more on the Sheremetyev holdings, see Shchepetov, *Krepostnoe Pravo*.

<sup>13</sup> These documents can be found in the Sheremetyev family archive (fond 1287) in the Russian State Archive for Old Documents (RGADA) in Moscow.

<sup>14</sup> Registers have survived for the years 1793, 1826, 1831, 1832, and 1840, providing details of 118 contracts. Unfortunately, the registers themselves are fragmented making it impossible to calculate an average number of transactions per year.

formalize an agreement in which part of the transaction – repayment of a debt, delivery of purchased goods, payment for goods received – will occur sometime in the future.

Second, he argues, it must be possible for contracts “to deviate from contractual prototypes.” In other words, contracts need not conform to some pre-existing pattern; people must be free to create whatever kind of contract they want.<sup>15</sup>

Most of the contracts signed at Voshchazhnikovo met the first criterion. There were, for instance, contracts related to the transfer of property which specified terms to be met in the future. Thus in 1793 Ivan Yablokov let his land in Uglich district to Mikhail Petrov and Dmitri Stepanov for 5 years at 25 rubles per year, to be paid each year on the first day of May.<sup>16</sup> In June of the same year Vasilisa Dmitrieva sold her holding in the village of Voshchazhnikovo – her garden plot and all buildings – to Mikhail Kalmykov for 200 rubles, 100 of which were received immediately with the remaining 100 to be paid in July.<sup>17</sup> In March of 1826 Mikhail Shetov agreed to purchase a horse from Ivan Briukhov for 60 rubles, 20 of which would be paid on the 1<sup>st</sup> of May, and the remaining 40 on the 1<sup>st</sup> of October (of the same calendar year).<sup>18</sup> In 1831 Martin Bauman sold a piece of land to Ivan Arnautov for 175 rubles, with Arnautov paying 25 rubles up front and promising to pay the remaining 150 at some point in the future (not specified) with interest (5 per cent).<sup>19</sup> Similarly, in January of 1832, Leontei Matal’ev sold a piece of land to Grigorii

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<sup>15</sup> Procaccia, *Russian Culture*, p. 8.

<sup>16</sup> RGADA, f. 1287, op. 3, ed.khr. 612, l. 7 (contract number 32). (Contracts for 1793)

<sup>17</sup> RGADA, f. 1287, op. 3, ed.khr. 612, l. 10 (contract number 36). (Contracts for 1793)

<sup>18</sup> RGADA, f. 1287, op. 3, ed.khr. 977, l. 3 (contract number 5). (Contracts for 1826)

<sup>19</sup> RGADA, f. 1287, op. 3, ed.khr. 1108, (contract number 5). (Contracts for 1831)



Kovin for 900 rubles, taking 400 rubles from Kovin up front and agreeing to accept the remaining 500 in September of the same calendar year.<sup>20</sup>

Serfs at Voshchazhnikovo also borrowed and lent money, and these agreements similarly specified terms to be fulfilled at a future time. For example, in September 1793, Nikolai Yablokov borrowed 300 rubles from Kozma Smirnov to be repaid with 10 per cent interest per annum by 20 February 1794.<sup>21</sup> In April 1826 Nikolai and Dmitri Yablokov borrowed 100 rubles from Pelageia Listvennikova, 50 of which were to be repaid by the end of the year 1826, with the remaining 50 rubles due in 1827.<sup>22</sup> In 1832 Mikhail Stulov borrowed 600 rubles from Semyon Dolodanov, to be repaid with interest “in the future” (date not specified).<sup>23</sup> In March of that same year Mikhail Shetov borrowed 168 rubles 20 kopecks from Vasily Slasnikov, which he promised to repay in two installments: 50 rubles by September of 1832 and the remainder at the start of 1833.<sup>24</sup> And in 1840 Vasily Kriuchkov lent 435 rubles to Mikhail Stepanov, to be repaid at some point in the future (date not specified).<sup>25</sup>

There were also contracts at Voshchazhnikovo that met Procaccia’s second criterion.

That is, in addition to standard contracts regarding the sale or rental of property and the lending and borrowing of money, there were those that specified more unusual terms.

Some of these involved non-standard forms of payment, such as that drawn up in 1793 by

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<sup>20</sup> RGADA, f. 1287, op. 3, ed.khr. 1155, l. 1 (contract number 1). (Contracts for 1832)

<sup>21</sup> RGADA, f. 1287, op. 3, ed.khr. 612, l. 11 (contract number 37). (Contracts for 1793)

<sup>22</sup> RGADA, f. 1287, op. 3, ed.khr. 977, l. 3 (contract number 6). (Contracts for 1826)

<sup>23</sup> RGADA, f. 1287, op. 3, ed.khr. 1155, l. 2 (contract number 3). (Contracts for 1832).

<sup>24</sup> RGADA, f. 1287, op. 3, ed.khr. 1155, l. 11 (contract number 18). (Contracts for 1832)

<sup>25</sup> RGADA, f. 1287, op. 3, ed.khr. 1523, l. 2 (contract number 4). (Contracts for 1840)

Ivan Yablokov and Mikhail Stulev, whereby Yablokov agreed to let an arable allotment to Stulev for one year, in return for 2 rubles and 4 days of ploughing.<sup>26</sup> In a contract from 1826, Aleksei Egorov allows his son Vladimir to leave the family's household and move to St Petersburg in exchange for a payment of 150 rubles per year, plus payment of all feudal dues and taxes.<sup>27</sup> And then there was a contract drawn up by the Shavin brothers, in which Ivan Shavin agreed in 1851 to go to the army for his household, in exchange for a payment of 250 rubles from his brothers upon his return.<sup>28</sup> The Russians on this estate, it seems, were not so reluctant to formalize their agreements.

It is worth noting that there were contracts made at Voshchazhnikovo which did *not* technically meet Procaccia's criteria, since they were essentially formalizations of simultaneous transactions. However, these formal registers of exchange were indispensable to the system of contract on this estate, in that they established rights to property, making it possible for people to provide collateral for the kinds of credit transactions outlined above. When property was transferred, even in a simultaneous transaction, the transfer and its terms were registered as a contract. So, for instance, Avdot'ia Sakharova agreed in 1793 to sell land to Fyodor Patryshev for 270 rubles, noting in the contract that payment had been received in full.<sup>29</sup> Similarly in 1831 Dmitri Titov sold a piece of land to Grigory Bulygin for 165 rubles, all of which, it was noted, had been received by Titov at the signing of the contract.<sup>30</sup> These formal contracts,

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<sup>26</sup> RGADA, f. 1287, op. 3, ed.khr. 612, l. 8 (contract number 33). (Contracts for 1793)

<sup>27</sup> RGADA, f. 1287, op. 3, ed.khr. 977, l. X (contract number 10). (Contracts for 1826)

<sup>28</sup> RGADA, f. 1287, op. 3, ed.khr. 2317, l. 16. (Communal resolutions 1858).

<sup>29</sup> RGADA, f. 1287, op. 3, ed.khr. 1793, l. 4 (contract number 23). (Contracts for 1793)

<sup>30</sup> RGADA, f. 1287, op. 3, ed.khr. 1108, l. X (contract number 7). (Contracts for 1831)

registered with the estate administration (about which more will be said below) functioned as certificates of title, which, in turn, meant that lenders were willing to accept property so certified as collateral for loans. Most of the credit transactions mentioned earlier were secured with land. Mikhail Stulov, who borrowed 600 rubles from Semyon Dolodanov in 1832, offered a piece of land as collateral.<sup>31</sup> Mikhail Shetov also offered land as collateral for the 168 rubles he borrowed that same year, as did Mikhail Stepanov for the 435 rubles he borrowed in 1840.<sup>32</sup>

One of the more surprising aspects of the data for Voshchazhnikovo is the extent to which formal contractual transactions were carried out between family members. In a “collectivist society”, of the sort Procaccia describes, with a deeply-rooted cultural aversion to contracts, one would not expect to find formal contracts between blood relatives. One would expect, instead, that, in the absence of a “contract culture”, relatives and neighbors might provide a source of informal assistance within the collectivity. At Voshchazhnikovo, however, serfs even formalized transactions with kin. The contract between the Shavin brothers regarding military conscription has already been mentioned. Similar examples include the loan of 500 rubles made in 1831 to Aleksandr Pyraev by his aunt, for which he put up his house and garden plot as collateral,<sup>33</sup> and the loan of 350 rubles made in 1832 by Mikhail Ivanov to his brother Ivan Ivanov, for which Ivan offered one of his land allotments as collateral.<sup>34</sup> In 1832 Pavel and Vasily Diuzhenkov drew up a

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<sup>31</sup> RGADA, f. 1287, op. 3, ed.khr. 1155, l. 2 (contract number 3). (Contracts for 1832)

<sup>32</sup> RGADA, f. 1287, op. 3, ed.khr. 1155, l. 11 (contract number 18) (Contracts for 1832); RGADA, f. 1287, op. 3, ed.khr. 1523, l. 2 (contract number 4) (Contracts for 1840).

<sup>33</sup> RGADA, f. 1287, op. 3, ed.khr. 1108, l. 2 (contract number 4). (Contracts for 1831)

<sup>34</sup> RGADA, f. 1287, op. 3, ed.khr. 1155, ll. 2-3 (contract number 4). (Contracts for 1832)

contract outlining their obligations to one another in the event that one of their sons was conscripted. (If Vasily's son went to the army, Pavel's family would make a payment to Vasily; if Pavel's son was conscripted, Vasily's family would compensate.)<sup>35</sup> And in March 1840 Leontei Ushakov signed a contract with his brother Andrei Ushakov, agreeing to repay the 450 rubles Andrei had lent him by June of the same year.<sup>36</sup>

The data for Voshchazhnikovo thus cast considerable doubt on the view that Russians possessed (and still possess) a deeply rooted cultural aversion to contractual transactions. Russian serfs on this estate drew up formal contracts for a variety of agreements, from credit and property transactions to intra-household taxation and conscription arrangements, often with terms to be met at some point in the future. They contracted with serfs from the same estate, as well as with people from outside (more will be said about this below). Voshchazhnikovo serfs even formalized agreements made with members of their *own families* – not only those with extended kin, such as aunts and uncles, but even agreements between siblings.

### *The Role of Enforcement*

It was the quasi-formal centralized administrative system established by the Sheremetyev family that made contractual transactions of this sort possible at Voshchazhnikovo. Serfs were not considered legal persons under Russian law; they were the property of their

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<sup>35</sup> RGADA, f. 1287, op. 3, ed.khr. 1155, l. 5 (contract number 9). (Contracts for 1832)

<sup>36</sup> RGADA, f. 1287, op. 3, ed.khr. 1523, l. 5 (contract number 10). (Contracts for 1840)

landlords.<sup>37</sup> They were not formally allowed to hold property in their own names until the 1840s, and they could not bring cases before a civil court.<sup>38</sup> Some landlords, like the Sheremetyev family, developed manorial-level legal frameworks to substitute – albeit imperfectly – for the civil institutions that excluded the enserfed population. The Sheremetyevs, as noted earlier, held numerous estates throughout Russia, on which lived some 300,000 serfs. Like many Russians of their rank, they were absentee landlords, who spent most of their time at court in St Petersburg. In order to oversee their many holdings, they devised a centralized system of governance with two main administrative offices: one in St Petersburg and one in Moscow. These offices together devised a set of rules and regulations, called “instructions”, which set out the manner in which the Sheremetyev estates should be governed. The instructions were quite detailed, and addressed questions related to land usage, taxation, feudal obligations, inheritance, marriage and household formation, election of officials, property rights and the handling of disputes. In addition to outlining the regulations, they set out explicit penalties for breaking the rules. While there was some variation in instructions from estate to estate – mainly due to variation in local economies – there does appear to have been an attempt to establish a system of procedures which could be applied universally across holdings. This was especially true for procedures regarding contract enforcement and dispute resolution, the two issues most relevant to this discussion.

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<sup>37</sup> Russian serfdom is thought to have been an especially coercive form of serfdom, often compared with American slavery. For a detailed comparison of the two systems, see Kolchin, *Unfree Labor*.

<sup>38</sup> Before this time some landlords, such as the Sheremetyevs, enabled their serfs to circumvent this legislation by letting them purchase land in the landlord’s name. There was a time when serfs could petition the crown against their landlords, but this practice was ended in the eighteenth century under Catherine II.

Procedures for resolving disputes were issued from the central administrative offices, and implemented locally by bailiffs and elected officials. Each of the Sheremetyev estates was overseen by a bailiff (*prikazchik*), who was responsible for ensuring that the instructions were followed. The bailiff also managed the estate officials, who were chosen from among the serf population. He reported regularly to officials in Moscow and St Petersburg. When a dispute occurred, a formal petition was usually filed at the estate level. The bailiff and communal officials would then initiate an investigation, with the help of “several honest men” elected by the serf population. Their findings would then be sent to the central office for review. It was the officials in the central office who in the end handed down a judgment. This added some degree of impartiality to the process, as the bailiff and estate officials were often too well integrated into local society to be entirely objective. Nikolai Sheremetyev appears to have realized that such local integration was potentially problematic, as he notes explicitly in a decree from 1789 that “all my serfs should be at liberty to bring their concerns directly to me”.<sup>39</sup>

This offer was taken up by an enormous number of Voshchazhnikovo serfs, who petitioned higher officials for decisions on a wide range of disputes, from land allocation and taxation issues to inheritance and other intrafamilial conflicts.

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<sup>39</sup> “...chtob vse iz krest’ian moikh komu nadobnost’ nastoiat’ budet imeli svobodu prikhodit priamo ko mne so svoimi nuzhdami kak o tom v povelenii moem ot 20-go apre’ia 1789 goda pripisano bylo...” in RGADA, f. 1287, op. 3, ed.khr. 555, l. 2 (Instructions 1796/1800).

Among these were disputes over contracts, indicating that such arrangements did occasionally break down and, when they did, serfs looked to estate authorities to enforce the terms to which they had agreed. Thus in 1823 the Iukhot serf Timofei Savinkov petitioned officials to have 15 years' worth of interest on a 550 ruble loan collected from the Voshchazhnikovo serf Vasily Aralov.<sup>40</sup> An 1833 petition from a priest in the parish Uslavtsevo asked officials to force the Voshchazhnikovo serf Ivan Pugin to repay the 1614 rubles he had borrowed from the Uslavtsevo church.<sup>41</sup> In 1836 Ivan Slasnikov requested that officials enforce his agreement with Mikhail Shetov, who owed him 300 rubles.<sup>42</sup> Even contracts between family members could break down, as seen in the 1836 petition from Lev Novozhilov, who demanded his brother Konstantin be made to repay the 2000 rubles he had borrowed from Lev.<sup>43</sup> An 1846 petition from Ivan Shalkov asked that his brother be made to pay him the 4166 rubles 66 kopecks owed to him from their trade agreement.<sup>44</sup>

The documents in the archive indicate that officials – at the local level as well as in the central offices – were prepared to uphold the terms of written contracts. When, for instance, in 1822 serfs Dmitri Kalmykov and Stepan Sedel'nikov brought a petition against Dmitri Malyshev, who failed to repay the 1100 rubles they had lent him the previous year, officials ruled in their favor, ordering an inventory of Malyshev's personal

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<sup>40</sup> RGADA, f. 1287, op. 3, ed.khr. 911 (Petition, 1823).

<sup>41</sup> RGADA, f. 1287, op. 3, ed.khr. 1178 (Petition, 1833).

<sup>42</sup> RGADA, f. 1287, op. 3, ed.khr. 1299 (Petition, 1836).

<sup>43</sup> RGADA, f. 1287, op. 3, ed.khr. 1260 (Petition, 1836).

<sup>44</sup> RGADA, f. 1287, op. 3, ed.khr. 1720 (Petition, 1846).

belongings and demanding he sell them to meet his obligations.<sup>45</sup> Similarly, in 1830 Voshchazhnikovo serf Andrei Sytinskii was made to give up the land he had pledged as collateral to Vasily Kriuchkov when he failed to repay the 1200 rubles Kriuchkov had lent him several years previously.<sup>46</sup> In 1832 Ivan Pugin, owner of one of the estate paper manufactories, defaulted on a loan made to him by Aleskei Shalkov, and was thus ordered by Sheremetyev officials to deliver 50 puds of paper to Shalkov within two months to satisfy the terms of the agreement.<sup>47</sup> And the house that Kozmin Moseyevskii sold for 1100 rubles to Grigory Achuev in 1839 was returned to Moseyevski in 1840 when Achuev failed to come up with the 1100 rubles by the agreed date.<sup>48</sup>

There were even procedures in place for handling the debts of deceased serfs.

Sheremetyev serfs engaged in contracts with other estate serfs, as well as with people from outside the Sheremetyev lands. When a Sheremetyev serf died, officials placed notices in major newspapers, asking creditors to come forward with copies of their contracts. One such example from Voshchazhnikovo involved the serf Anna Shatilova, who died in 1818. A Moscow merchant, Stepan Karetnikov, wrote to estate officials that he “had learned from *Moskovskie Vedomosti* in 1819 that officials from the Sheremetyevs’ Voshchazhnikovo estate were calling creditors of Shatilova to come forward” and he therefore wished to make it known that Shatilova owed him 201 rubles

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<sup>45</sup> RGADA, f. 1287, op. 3, ed.khr. 843 (Petition, 1822).

<sup>46</sup> RGADA, f. 1287, op. 3, ed.khr. 1108, l. 2 (contract number 2). (Contracts for 1831).

<sup>47</sup> RGADA, f. 1287, op. 3, ed.khr. 1155, l. 1 (contract number 2). (Contracts for 1832). It is not clear from the contract whether Pugin had originally promised paper to Shalkov or whether inventory was being seized by officials to meet the debt obligation.

<sup>48</sup> RGADA, f. 1287, op.3, ed.khr. 1523 (contract number 8). (Contracts for 1840).



45 kopecks.<sup>49</sup> The file on Shatilova is, in fact, full of credit contracts, most of which were made with non-serfs. Two other Moscow merchants, Mikhail Shebkev and Ivan Myasnikov, claimed debts of 600 and 219 rubles respectively.<sup>50</sup> A merchant from the city Rostov, Semyon Shmagin, claimed 1039 rubles from Shatilova, while Ivan Kiselev, a Yaroslavl' merchant, was owed 255 rubles 50 kopecks.<sup>51</sup> Other creditors included a priest from Rostov, and several serfs from the Sheremetyevs' Ivanovo estate.<sup>52</sup> Once all claims were in, officials carried out an appraisal of Shatilova's personal belongings and trade inventory (she appears to have been a cloth peddler who traveled to periodic markets in the region), and arranged to have these items sold to pay her debts.<sup>53</sup>

A similar approach was taken when Semyon Kolmykov died in 1818. Shortly afterwards a Voshchazhnikovo parish priest wrote to estate officials about a loan of 550 rubles he had made to Kolmykov, with a formal contract, and which Kolmykov had not repaid before his death. Officials agreed to sell Kolmykov's belongings to raise the money, after first calling other creditors of the deceased man to come forward. It was found that Kolmykov and his deceased wife together owed 3345 rubles 24 kopecks. Arrangements were made to auction their collective property to meet these obligations. In this case, it was noted in the resolution handed down from the central office that the creditors had

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<sup>49</sup> "... izvestils'ya ya iz moskovskikh vedomostei ot 3-go chisla maya 1819 goda chto oznachennago sela Voshchazhnikova votchinnoe pravlenie vyzyvaet kreditorov k polucheniiu poimeyushchims'ya na nei Shatilovoi dolgovoii summy..." RGADA, f. 1287, op.3, ed.khr. 729, l. 1 (Petitions 1819).

<sup>50</sup> *Ibid.*, ll. 3, 5.

<sup>51</sup> *Ibid.*, ll. 6, 17.

<sup>52</sup> *Ibid.*, ll. 18, 25.

<sup>53</sup> It is not clear from the file whether enough money was raised to pay her creditors in full.

agreed that the costs of the burial should be subtracted from the proceeds, and the remainder used to pay off the outstanding loans.<sup>54</sup>

This system of enforcement was not perfect. Many cases took years to resolve; some files contain many years' worth of documents and no resolution.<sup>55</sup> Furthermore, the decisions were not made in accordance with an explicit set of legal principles, but by a small group of people who heard the case and handed down what seemed like a fair decision to them based on the written testimony of the parties to the dispute.<sup>56</sup> As a result there was considerable scope for arbitrariness, especially as the involvement of local officials and commune members, who were not entirely objective, was unavoidable in difficult and drawn-out cases. Finally, there was no possibility of appeal once a decision had been made. Since serfs had no formal legal rights, they had no recourse beyond the manor.<sup>57</sup> Still, the Sheremetyevs must have been viewed as providing a reasonable amount of protection to contracting parties, since so many people were willing to engage in such transactions.

But how can we be sure that enforcement was the critical variable? Is it possible that Voshchazhnikovo was some sort of cultural outlier in this period? This is highly unlikely.

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<sup>54</sup> RGADA, f. 1287, op. 3, ed.khr. 706 (Petitions 1818).

<sup>55</sup> For example, a case brought by a creditor of Nikolai Yablokov in 1792 remained unresolved at the time of Yablokov's death in 1799. RGADA, f. 1287, op. 3, ed. khr. 588, 629 (Petitions 1729, 1795-9).

<sup>56</sup> The procedures for conducting an investigation were made clear, but there is no mention in any of the instructions of explicit guidelines by which decisions about contractual disputes should be made.

<sup>57</sup> The broader implications of such shortcomings are discussed in Dennison, "Did serfdom matter?"

First, it was noted earlier that there was nothing exceptional about the Voshchazhnikovo population. The serfs on this estate were all Russian and the overwhelming majority was of the Orthodox faith. In this way, the estate population reflected the population of Jaroslavl' (and central European Russia) more generally.<sup>58</sup> Second, serfs at Voshchazhnikovo were transacting with Russians from various strata of society across a broad geographical area. While many of those who engaged in credit contracts on this estate were from the richer and middling strata of society, poorer serfs also appear as parties to contracts. For instance, widows Katarina and Praskov'ia Kalinina, who made loans of 100 and 1000 rubles respectively, earned a living peddling small wares at the local market for “insubstantial sums of money”, and their business was described by estate officials as “in a poor state”.<sup>59</sup> Furthermore, Voshchazhnikovo serfs, like the above-mentioned Anna Shatilova, signed contracts with serfs from Sheremetyev estates in other Russian provinces, with free peasants, with merchants from nearby towns, and with merchants from Moscow (roughly 300 miles from the estate) and St Petersburg (roughly 600 miles from the estate). Thus the willingness to contract was not limited to the serf population nor to the area around Voshchazhnikovo.

Most important to the argument in favor of enforcement is that non-serf parties to these contracts were all lenders. They were willing to extend credit to Voshchazhnikovo serfs because they knew they could use the Sheremetyevs' enforcement system to recover

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<sup>58</sup> See Kabuzan, *Narody Rossii*, pp. 121-22.

<sup>59</sup> Katerina Kalinina appears as a lender in RGADA, f. 1287, op. 3, ed.khr. 1133 (Petition 1832) and Praskov'ia appears in RGADA, f. 1287, op. 3, ed.khr. 1108, entry 4 (Contracts for 1831). Their economic affairs are described in RGADA, f. 1287, op. 3, ed.khr. 1391, l. 4 (Report from 1838).

unpaid loans. Serfs, on the other hand, lent to other Sheremetyev serfs,<sup>60</sup> but not, it seems, to free persons. There is no indication in the complex web of contractual relationships of Voshchazhnikovo serfs (many were borrowers *and* lenders) that credit was extended by serfs to free persons. This is where the importance of enforcement becomes clear. In a credit contract, it is the lender who assumes the risk. As noted above, serfs had no legal rights beyond the manor, so a serf would have been unable to bring a case to a civil court against a free person who had defaulted on a loan. The enforcement services provided by the Sheremetyevs applied only to their own serfs; a private landlord could force his own serf to adhere to a contract, but not a free person. Voshchazhnikovo serfs were willing to lend, but only when the loan could be enforced; i.e., only when the borrower could be brought before the Sheremetyevs' "court". Thus the existence of this particular enforcement mechanism does appear to have affected the extent to which Russians were willing to engage in contractual transactions.

Of course it could be argued that the quasi-formal system of written agreements established by the Sheremetyev family was not that critical, as serfs might have devised informal enforcement mechanisms of their own, for which evidence would not necessarily appear in the manorial record. It does seem likely that many small loans –

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<sup>60</sup> They might even have lent to other landlords' serfs, if those landlords had arrangements similar to those of the Sheremetyevs. In this case, disputes would have been heard by officials representing the borrower's landlords, and those cases would not necessarily have appeared in the Sheremetyev archive. However, if this happened frequently, it would be reasonable to expect some references to the practice in the archive, given how many aspects of serfs' economic lives *are* covered in the Voshchazhnikovo documents. There are no such references. There are also no references to contracts in the archive catalogues for the estates of other major landholders, making one wonder how common contract enforcement practices were among Russian landlords.

loans of under 20 rubles – were made outside the Sheremetyev system. The smallest loan mentioned in the formal contracts for Voshchazhnikovo was for 25 rubles. Given that one had to pay a scribe to draw up a contract, pay to have it notarized and registered with estate authorities, and pay to bring a dispute before authorities, it may well have made more sense to handle smaller loans informally.<sup>61</sup> It does not, however, seem very likely that, for larger loans, an informal system competed with that of the Sheremetyevs. First, there is no mention of such a system in any of the thousands of documents in the archival record. Information found in the numerous petitions, reports, depositions, resolutions, and inventories touches on nearly every aspect of serf life on this estate, from agriculture and industry to marriage and family formation to social networks and social control. If such a system existed, and was used widely, it would surely be referred to, if only in passing, in one of these contexts. There are no such references. Second, the sheer range of people using (and *paying* to use) the Sheremetyev system – rich, poor, men, women, serfs, free persons, merchants, locals and those from other provinces – is not consistent with the existence of a better, or even equally good, system of enforcement. This is not to say that there were *not* informal mechanisms available, but that the Sheremetyev system appears to have been viewed as the most reliable option by serfs and those with whom they transacted.

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<sup>61</sup> This is one of many ways in which the Russian manorial system differed from that of medieval England, where manorial courts heard disputes over even the smallest of loans. See Briggs, *Credit and Village Society*.

This argument is lent further support by empirical work on later periods, such as, most recently, Jane Burbank's study of township courts in the post-emancipation period.<sup>62</sup> Township courts were established throughout Russia after the abolition of serfdom. Burbank's study, which uses several thousand court records for ten township courts in central Russia, indicates that former serfs, long assumed to have relied mainly on informal customary justice, made wide use of these courts, bringing before them an increasingly broad range of suits and disputes (about one-quarter to one-third of which were related to credit contracts).<sup>63</sup> As at Voshchazhnikovo, the parties to these suits were men and women, young and old, rich and poor, and their numbers increased with each passing year. It therefore seems that where a system of enforcement was viewed as relatively impartial and reliable, Russians – even “traditional” Russian peasants – were willing to engage in contractual transactions.

*Conclusion: Culture versus Institutions*

Procaccia argues that the absence of contract law in Russia is due to the unwillingness of the Russian people to engage in contractual transactions. This view of institutions as reflective of underlying cultural beliefs has, in recent years, become increasingly common among social scientists.<sup>64</sup> This view is attractive for many of the reasons mentioned earlier. It is a straightforward way of explaining why some places are rich and others are poor, why some places are corrupt and others are less so, why some places have democratic forms of government while others have totalitarian regimes. It all comes

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<sup>62</sup> See Burbank, *Russian Peasants Go to Court*.

<sup>63</sup> *Ibid.*, chapter 4.

<sup>64</sup> As put forth, for instance, in North, *Understanding the Process of Economic Change*.

down, in the end, to cultural differences, with political and economic outcomes as distinct reflections of local beliefs. Rich societies have cultures which value secure property rights, while in poor societies property rights are lacking because they are incompatible with traditional beliefs. This is a rather pessimistic view in that it suggests that the only route to change in a society is through a fundamental shift in culture and mentality (Procaccia says precisely this of modern Russia).

It is perhaps reassuring then that the empirical evidence for Russia lends no real support to the notion that the institutions existing within a society at any given time reflect long-term underlying cultural preferences. Before 1861 some landlords offered contract enforcement services, while others did not (most did not). The state offered none. The serfs on the estates that provided such services engaged in a wide variety of contractual transactions. But this does not mean that the lack of such services on other estates reflected cultural beliefs on those estates. A system of enforcement like that of the Sheremetyevs was an enormous, expensive undertaking. It required a paid staff; it may only have paid off in cases where absentee landlords had multiple estates to administer. Smaller landlords with fewer serfs probably either left the peasant community to sort out its disputes internally or made ad hoc decisions themselves without the elaborate procedures of the Sheremetyevs. But these differences say nothing about the demand for some kind of third-party enforcement mechanism. In fact, once such mechanisms appeared – as in the case of the township courts studied by Burbank – many Russian peasants seemed happy to use them.

Pre-revolutionary Russia provides us with an excellent testing ground for theories about the relationship between culture and institutions, since it was culturally homogeneous (at least European Russia was) and, especially before 1861, institutionally quite diverse. Moreover it has undergone rapid institutional change over the last couple centuries. In fact, if we step back and look at Russia over two centuries, we can see a similar pattern to the one just outlined for the nineteenth century: Before 1861 there was minimal contractual activity, since enforcement was offered only by certain landlords.<sup>65</sup> After 1861 the township courts offered the possibility of extra-local enforcement, and there was an increase in the number of formal transactions. After the 1917 Revolution, with the establishment of the command economy and the outlawing of such contractual transactions, formal contractual behavior ceased. But now, some fifteen years after the collapse of the Soviet Union, contractual transactions are making a comeback. Enforcement is far from optimal in modern Russia<sup>66</sup>, as it was far from optimal in the nineteenth century, but there does nonetheless appear to be a willingness on the part of Russians to engage in contractual transactions. It is now possible – expensive but possible – to get a mortgage in Russia or procure a bank loan to buy a car. History, at least, offers Russians no grounds to assume that some underlying cultural tendency to revert to an “icon” society will soon sweep such developments away.

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<sup>65</sup> Not even all of the large landholders offered such services. The Gagarin family estates studied by Hoch and Bohac do not appear to have had a system like the Sheremetyevs'. See Bohac, “Family, Property and Socioeconomic Mobility” and Hoch, *Serfdom and Social Control*.

<sup>66</sup> See the discussion in Vinogradova, “Working Around the State”.



## APPENDIX: WHAT WAS A RUBLE WORTH?

- Figures for feudal dues and taxes were always given in silver rubles. Salaries and wages and prices for land, property and other goods were almost always given in paper rubles (unless otherwise specified).
- Throughout the nineteenth century, the soul tax stood at 86 (silver) kopecks per year (or 3 paper rubles).<sup>67</sup>
- During this period, 1 silver ruble was approximately equal to 3.5 paper rubles.<sup>68</sup>
- The minimum quitrent burden on the Voshchazhnikovo estate in 1796 was 15 (silver) rubles per *tiaglo* per year. The amount levied per *tiaglo* seems to have remained constant over the nineteenth century.
- In the 1796 instructions, Sheremetyev notes that ‘a woman working in textiles could earn 15 to 25 (silver) rubles per year’.<sup>69</sup> A Voshchazhnikovo serf working as a servant in St Petersburg in the 1840s claimed to be earning 500 (paper) rubles per year.<sup>70</sup> The salaries of communal officials ranged from 250 to 700 paper rubles in the 1840s.<sup>71</sup>
- In Voshchazhnikovo in 1831, 1 *pood*\* of oat flour cost 1 ruble 20 kopecks.  
One *pood* of rye flour cost 1 ruble 30 kopecks.  
One *pood* of salt cost 2 rubles 30 kopecks.  
One *chetvert* of rye cost 13 rubles.  
One *chetvert* of oats cost 6 rubles 50 kopecks.  
One *pood* of hay cost 1 ruble.<sup>72</sup>

\*A *pood* was the rough equivalent of 36 lbs.

A *chetvert* was a quarter of a *pood*.

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<sup>67</sup> J. Blum, *Lord and peasant in Russia*, p. 434.

<sup>68</sup> *Ibid.*, p. 434.

<sup>69</sup> *Ibid.*, l. 26.

<sup>70</sup> RGADA, f. 1287, op. 3, ed. khr. 1713, l. 43 (‘Correspondence between St. Petersburg officials and Voshchazhnikovo estate officials, 1846’).

<sup>71</sup> RGADA, f. 1287, op. 3, ed. khr. 1635, ll. 4-6 (‘Communal resolutions, 1844’).

<sup>72</sup> All prices from RGADA, f. 1287, op. 3, ed. khr. 1070, ll. 58-9 (‘Report on goods available at Voshchazhnikovo market, 1831’). Prices are in paper rubles.

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RGADA *Rossiskii Gosudarstvennyi Arkhiv Drevnikh Aktov*  
f. *fond*  
op. *opis'*  
ed. khr. *edinitsa khraneniia*

#### *Communal resolutions*

RGADA, f. 1287, op. 3, ed. khr. 1635 (1844)  
RGADA, f. 1287, op. 3, ed. khr. 2317 (1858)

#### *Contracts*

RGADA, f. 1287, op. 3, ed. khr. 612 (1793)  
RGADA, f. 1287, op. 3, ed. khr. 977 (1826)  
RGADA, f. 1287, op. 3, ed. khr. 1108 (1831)  
RGADA, f. 1287, op. 3, ed. khr. 1155 (1832)  
RGADA, f. 1287, op. 3, ed. khr. 1523 (1840)

#### *Household inventories*

RGADA, f. 1287, op. 3, ed. khr. 1143 (1832, 1838)

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RGADA, f. 1287, op. 3, ed. khr. 588 (1792)  
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RGADA, f. 1287, op. 3, ed. khr. 555 (1796/1800)  
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