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PLEDGES AS STATE FINANCING DEEDS  
IN THE GRAND DUCHY OF LITHUANIA IN THE  
EARLY SIXTEENTH CENTURY\*

**Zarys treści:** Przedmiotem artykułu jest praktyka zastawiania dóbr wielkosiążących w latach 1502–1522. Szczególną uwagę zwrócono na rodzaje zastawów oraz zasady dysponowania zastawionym majątkiem. Badania wykazały, że w omawianym okresie dominowały umowy bezterminowe. Ten rodzaj zastawu dawał wierzycielom możliwość korzystania z całego dochodu z zastawionej domeny przez czas nieokreślony. Umowy na czas określony, umożliwiające korzystanie z zastawu przez kilka lat, korzystniejsze dla skarbu państwa, były stosunkowo rzadkie i najczęściej miały miejsce w przypadku odnowienia wcześniejszego kontraktu lub zmiany wierzyciela, co pozwalało na zmianę wcześniejszych warunków.

**Content outline:** The article focuses on the practice of grand-ducal demesne pledging in 1502–1522. Close attention is paid to pledge deed types and the rules of the disposition of the pledged property. The research demonstrates that open-ended contracts prevailed during the discussed period. This type of deed allowed the creditors to use the entire income of the pledged property for an indefinite period. Fixed-term agreements limiting the use of the pledged property for several years and more beneficial for the treasury were relatively rare. They primarily occurred when a former contract was being renewed, or a creditor changed, making it possible to modify the earlier provisions.

**Słowa kluczowe:** Wielkie Księstwo Litewskie (WKL), zastawy, warunki umowy, wykup zastawu

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**Keywords:** Grand Duchy of Lithuania (GDL), pledge deeds, terms of agreement, pledge redemption

Researchers analysing various issues of the historical development of the Grand Duchy of Lithuania (GDL) in early modern times have repeatedly mentioned the financial problems of the state and the frequent need to borrow large sums of money to ensure its functionality. However, a historiographic overview shows that relatively few researchers have extensively analysed the state's borrowing practices in the GDL during the first quarter of the sixteenth century. Individual cases of state crediting, including loans granted by pledging the ruler's demesne, have been a topic of interest in historiography since the end of the nineteenth century, yet only on the margins of other issues. The Russian historian Matvey Lubavski was probably the first to discuss the grand-ducal demesne pledging in the context of administrative and Sejm problems of the GDL.<sup>1</sup> In the studies devoted to the forms of state property administration during the reign of the Jagiellonian dynasty, Mitrofan Dovnar-Zapolskiy presented rather fragmentary research on pledge deeds in, predominantly, the second half of the sixteenth century.<sup>2</sup>

In Polish historiography, which boasts extensive research on state crediting practices, repeated attention has been drawn to similar measures to solve financial problems in the GDL. However, no significant investigations have been carried out. Several authors whose research is directly related to the topic in question could be singled out. For example, the Polish author Jan Adamus's dissertation on "Pledging in the Lithuanian Legal System in the Fifteenth and Sixteenth Centuries" was published in 1925.<sup>3</sup> The study discussed only the cases of private property pledging from a legal perspective, whereas the ruler's demesne pledging and related state crediting practices were not analysed. Władysław Pocięcha devoted more attention to the topic in his multi-volume work *Bona Sforza*.<sup>4</sup> The author primarily focused on the

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<sup>1</sup> М. Любавский, *Областное деление и местное управление Литовско-Русского государства ко времени издания первого литовского статута*, Москва, 1892; М. Любавский, *Литовско-русский сейм: Опыт по истории учреждения в связи с внутренним строем и внешней жизнью государства*, Москва, 1900.

<sup>2</sup> М. Довнар-Запольский, *Государственное хозяйство Великого Княжества Литовского при Ягеллонах*, Киев, 1901.

<sup>3</sup> J. Adamus, *Zastaw w prawie litewskim w XV i XVI wieku*, Lwów, 1925.

<sup>4</sup> W. Pocięcha, *Królowa Bona, 1494–1557: czasy i ludzie Odrodzenia*, vol. 3, Poznań, 1958.

issues of debt repayment and recovery of the pledged property. In the context of the other problems, state borrowing practices were also analysed by Krzysztof Pietkiewicz. In the discussion of the Kieżgajło (Lith.: Kęsgaila) landownership, the Polish historian touched upon the ducal demesnes ruled by the members of this family.<sup>5</sup> In the study devoted to the rule of Alexander I Jagiellon in the GDL, he analysed the structure of treasury income, singling out the loans received from pledges and providing a list of the pledged property.<sup>6</sup> This list was used in the present research as a reference point to find the transcripts of pledge deeds. The search for sources was also facilitated by the lists of the GDL officials with records of most of the ruler's demesne pledges compiled by Polish and Belarusian historians.<sup>7</sup> In Lithuanian historiography, the topic has also been under-researched. So far, the state's financial problems have been discussed by Antanas Tyla. In the publication devoted to the treasury history of the GDL, he briefly discusses state crediting by analysing the treasury's administrative structure and income types.<sup>8</sup> Both in Polish and Lithuanian historiography, researchers touch upon the topic of pledging only in relation to the nobility landownership changes. Antoni Urmański, who extensively analysed the history of the Zabrzeziński family, repeatedly discussed the role of its representatives in state crediting processes.<sup>9</sup>

<sup>5</sup> K. Pietkiewicz, *Kieżgajłowicze i ich latyfundium do połowy XVI w.*, Poznań, 1982.

<sup>6</sup> K. Pietkiewicz, *Wielkie Księstwo Litewskie pod rządami Aleksandra Jagiellończyka: studia nad dziejami państwa i społeczeństwa na przełomie XV i XVI wieku*, Oświęcim, 2014.

<sup>7</sup> *Urzędnicy Wielkiego Księstwa Litewskiego. Spisy*, vol. 1: *Województwo wileńskie XIV–XVIII wiek*, ed. A. Rachuba, prep. H. Lulewicz, A. Rachuba, P.P. Romaniuk, in cooperation with U. Jamiałjanczyk, Warszawa, 2004; *Urzędnicy Wielkiego Księstwa Litewskiego. Spisy*, vol. 2: *Województwo trockie XIV–XVIII wiek*, ed. A. Rachuba, prep. H. Lulewicz, A. Rachuba, P.P. Romaniuk, and A. Haratym, in cooperation with A. Macuk and Je. Aniszczenko, Warszawa, 2009; *Urzędnicy Wielkiego Księstwa Litewskiego. Spisy*, vol. 3: *Księstwo Żmudzkie XV–XVIII wiek*, ed. A. Rachuba, prep. H. Lulewicz, A. Rachuba, P.P. Romaniuk, and A. Haratym, Warszawa, 2009.

<sup>8</sup> A. Tyla, *Lietuvos Didžiosios Kunigaikštystės išdas*, Vilnius, 2012. Lithuanian historians have also examined the legal definition and context of pledges in legal system, see for instance: С. Лазутка, Л. Ульвидайте, “Правовые нормы залога в Первом Литовском Статуте (1529 г.) и их источники”, *Lietuvos TSR aukštųjų moklų mokslo darbai: Istorija*, 31, 1990, pp. 40–78; L. Steponavičienė, “Įkaitas LDK teisėje iki pirmojo Lietuvos Statuto (1529 m.)”, *Lietuvos istorijos studijos*, 10, 2002, pp. 9–21.

<sup>9</sup> A. Urmański, “On efforts to improve the condition of the treasury of the Grand Duchy of Lithuania in the times of Sigismund the Old and the period of management by Jonas Jonaitis Zaberezinskis in Užnemunė”, *Lithuanian Historical Studies*, 20, 2016, pp. 53–77; id., “Zaberezinskių giminė XV–XVI a. LDK politinio elito gretose”, PhD dissertation, Vytautas Magnus University, Kaunas, 2017.

The overviewed publications contributed to the research of the ducal demesne pledging; however, their primary focus is on the borrowed amounts of money or pledged property, whereas pledge deeds themselves have been under-researched. Therefore, this article will analyse the content of pledge deeds by singling out the disposition terms of the pledged property. This will allow us to identify different types of contracts, provide their classification, and identify the dominant forms of property pledging during the analysed period. Due to the particular dynamism of the borrowing processes at that time, special attention is also paid to the changes in terms of pledge deeds resulting from their renewals, loan amount increases or decreases or debt transfers to third parties. The analysis of the factors that led to these changes will help assess their effect on the general trends of demesne pledging.<sup>10</sup>

It should be noted that the presented results are not exhaustive due to the availability of the sources. Apart from several exceptions, the only source containing information relevant to research is the Lithuanian *Metrica* (Lith.: *Lietuvos Metrika*). The majority of the records on lending to the ruler or pledged property have been found in the Book of Inscriptions; individual testimonies have been identified in the Court Record Books.<sup>11</sup> Unfortunately, the records do not always fully convey the necessary information. Although the transcripts of original documents usually present a detailed content of the deeds, sometimes (especially in the case of deed renewals or pledge transfer), only the fact of the pledge itself is recorded with little or no information on the terms of the agreement. Some pledge testimonies can only be found in the Book of Inscriptions, marked as number one in the Inventory of Stanisław Ptaszycki. The book contains original deed abstracts and is regarded as an inventory of the

<sup>10</sup> Other aspects of borrowing by the ruler's demesne pledging, specifically the financial and political implications of pledges for state treasury in the Grand Duchy of Lithuania, are discussed by Laurynas Šedvydis in his article "In these times of great need: Pledging the grand duke's demesne in the Grand Duchy of Lithuania from 1502 to 1522", while the geographical aspect of the problem is presented in Laima Bucevičiūtė's article "Lithuanian grand-ducal demesne pledges (from the 1500s to mid-1520s): Geographical aspects", both published in this volume.

<sup>11</sup> Most of the data were found in the Book of Inscriptions of the Lithuanian *Metrica* and in the inventory of Stanisław Ptaszycki marked by numbers 8–11. Thus, this research draws on the publications by the Lithuanian Institute of History and other authors: *Lietuvos Metrika. Knyga Nr. 8 (1499–1514). Užrašymų knyga 8*, ed. A. Baliulis, R. Firkovičius, and D. Antanavičius, Vilnius, 1995 [hereinafter: LM 8]; *Lietuvos Metrika. Knyga Nr. 9 (1511–1518). Užrašymų knyga 9*, ed. K. Pietkiewicz, Vilnius, 2002 [hereinafter: LM 9]; *Lietuvos Metrika. Knyga Nr. 10 (1440–1523). Užrašymų knyga 10*, ed. E. Banionis, A. Baliulis, Vilnius, 1997 [hereinafter: LM 10]; *Lietuvos Metrika. Knyga Nr. 11 (1518–1523). Įrašų knyga 11*, ed. A. Dubonis, Vilnius, 1997 [hereinafter: LM 11].

documents of the GDL archive.<sup>12</sup> The abstracts of the documents do not contain detailed information on the provisions of agreements and sometimes have no record of the borrowed amounts of money. The lack of available data was especially topical concerning the pledges of the early sixteenth century. In the absence of original pledge deed transcripts, we had to rely on the later records which mentioned the property pledged during the rule of Alexander I Jagiellon. As not all document transcripts were included in the *Metrica*, some pledge deeds have not been found in the records of later decades. For example, after the mass restitution of pledged land in 1522 and the ruler's debt relief, Lithuanian Court Marshal Yuri Ivanovich Ilyich (Polish: Jurij Iwanowicz Ilinicz) wrote off the ruler's debt; as a result, he owned Lida (Lith.: Lyda) and Bielsk (Lith.: Bielskas).<sup>13</sup> However, neither transcripts of pledge deeds nor any other related pledge testimonies were found in the Lithuanian *Metrica*. Therefore, the discussion will not include pledges with no information on their terms and amounts of money.

The available data also determined the starting point of the research – the beginning of the sixteenth century or 1502, when the first pledge deeds could be identified. The ending point of the chronological framework, 1522, was set as the end of the borrowing cycle. The sources do not provide any information on new pledges until the mid-1550s. In the later period, only pledge redemptions, term changes of earlier deeds and agreements with the ruler on debt relief by allowing the former pledge holder to administer the property for life are recorded. The pledging period ended due to the stabilised relations with the Muscovy. The borrowing cycle in question was directly related to the wars of the Grand Duchy of Lithuania with its eastern neighbour, which started in the early sixteenth century and demanded a lot of financial resources. In 1522, following the signing of the ceasefire agreement, relations between the GDL and the Muscovy were relatively peaceful and stable throughout the 1520s.<sup>14</sup> In the 1530s, with the new stage of the military conflict, the so-called Starodub War (1534–1537), borrowing by property

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<sup>12</sup> *Lietuvos Metrika. Knyga Nr. 1 (1380–1584). Užrašymų knyga 1*, ed. A. Baliulis, R. Firkovičius, Vilnius, 1998 [hereinafter: LM 1], p. 7. The eighteenth-century copy of the Inventory from the Central Archives of Historical Records in Warsaw [hereinafter: AGAD] has been used: AGAD, The Radziwiłł Family Archive [hereinafter: AR], Division XI [hereinafter: XI], call no. 1.

<sup>13</sup> *Lietuvos Metrika. Knyga Nr. 15 (1528–1538). Užrašymų knyga 15*, ed. A. Dubonis, Vilnius, 2002, [hereinafter: LM 15], doc. no. 224, p. 289.

<sup>14</sup> M. Sirutavičius, *Lietuvos Didžiosios Kunigaikštystės ir Maskvos valstybės sutartys 1449–1556 metai*, Kaunas–Vilnius, 2016, pp. 21–23.

pledging was not common. It might be predicted that sufficient financial resources were secured by the liquidation of earlier debts in the 1520s as well as the effective reorganisation of state property administration initiated by Queen Bona Sforza.<sup>15</sup>

### Types of pledge deeds

The analysed pledging cycle in the GDL can be characterised by specific features. It can be stated that during the discussed period, several types of pledge deeds that essentially reflect similar pledging practices in the Kingdom of Poland prevailed. In general, they can be divided into open-ended, defined in the legal deed as valid until the full repayment period, and fixed-term, which indicate an exact contract expiry date. A priori, it can be claimed that these deed types correspond to pledges referred to in Polish as “*zastaw użytkowy*” or “*antychreza*”, which granted that the significant part of the income from the pledged property should go to the pledge holder.<sup>16</sup> The property disposition rules determined in these deeds will be the primary focus of the following discussion. Deeds providing the most profitable borrowing conditions for the treasury were not detected for the period under review. This particular type is referred to as “*zastaw do wydzierżenia*” or “*ekstenuacja*” in later sources and historiography. Pledge deeds that define the loan’s return in instalments by predetermining a specific amount of income to be allocated each year<sup>17</sup> were not particularly profitable for the creditor and appeared in the GDL only in the 1560s.

As expected, open-ended contracts prevailed in the early sixteenth century. Out of 65 “new” pledges, i.e. when the ruler would acquire new or additional income for pledged property identified in the sources for 1502–1522, only five had a fixed-term agreement for property disposition. This type of pledging increased as contracts were renewed and pledges transferred to third parties. It was impossible to determine the contract type in nine cases due to the lack of information.<sup>18</sup>

<sup>15</sup> An exceptional role of Queen Bona Sforza in these processes was extensively analysed by the Polish historian Władysław Pociecha, see id., op. cit., pp. 43–143.

<sup>16</sup> A. Wyczański, “Rozdawnictwo dóbr królewskich za Zygmunta I”, *Przegląd Historyczny*, 44, 1953, no. 3, pp. 284, 287; A. Sucheni-Grabowska, *Odbudowa domeny królewskiej w Polsce 1504–1548*, Warszawa, 2007, pp. 69–70.

<sup>17</sup> A. Wyczański, op. cit., pp. 284, 287; A. Sucheni-Grabowska, op. cit., pp. 69–70.

<sup>18</sup> See the Appendix to the text: Table 1. List of grand-ducal pledges in the Grand Duchy of Lithuania (1502–1522).



The property was pledged for an indefinite period with the right of administration until the debt was fully repaid. It should be noted that the list of the known pledges during the reign of Alexander I Jagiellon is relatively short, the provisions of some deeds are not explicit, and the facts about the pledged property can be found only in the inscriptions of the next decade in the Lithuanian *Metrika*. The typically large range of debt amount variation (from 194 to 2,000 sexagenas of Lithuanian groschen was conditioned by the fact that the ruler also used pledging to repay debts for the officers who carried out various orders on their account. For example, in 1503, artilleryman Matwiej was given 18 farms in Połock (Belarus.: Polatsk) rural district until the ruler's debt of 194,5 sexag. was repaid.<sup>19</sup> In 1506, the rural district of Brahin (Lith.: Braginas) was pledged to the nobleman Daniło Dedkowicz as compensation for the expenses during the diplomatic mission at the Crimean Khanate. The latter deed stands out from the rest for its agreement terms that combine several pledge forms. Brahin and its all income were pledged for an indefinite period until the pledgee collected the sum needed to cover the debt. Specifically, because of the latter provision, the deed could be counted as a case of *ekstenuacija*; however, there is no information on the amount of money allocated for debt repayment each year.<sup>20</sup> It may be questioned whether the ruler's debts should be considered a regular practice of loan lending by pledge. We assume that the financial obligations of the ruler to state officials can be treated as pledges because state property is transferred as a loan guarantee. This type of debt compensation is identified more than once in the 1560s.

The data are much more representative of the second borrowing stage in 1508–1522. The nature of pledging is not fundamentally different from pledge deeds at the beginning of the sixteenth century. However, deeds of this period have more details that give more insight into the terms of pledges and reveal their evolution: deeds were renewed when additional sums were added, or the pledged property was transferred to third parties. This period testifies to the prevailing tendency – most of the pledges were made by signing lender-friendly open-ended contracts enabling the profitable property disposal for an indefinite period. In the Polish case, Andrzej Wyczański emphasises the significant benefits that lenders received from *zastaw użytkowy*. According to the author, the amount of the pledge tended to be smaller than the actual property

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<sup>19</sup> *Lietuvos Metrika. Knyga Nr. 5 (1427–1506). Užrašymų knyga 5*, ed. A. Baliulis, A. Dubonis, Vilnius, 2012 [hereinafter: LM 5], doc. no. 505, pp. 367–368.

<sup>20</sup> *Lietuvos Metrika. Knyga Nr. 6 (1494–1506). Užrašymų knyga 6*, ed. A. Baliulis, Vilnius, 2007 [hereinafter: LM 6], doc. no. 32, p. 71.

value, which is why income received by the pledgee, if treated as interest, was notable. With the ruler's constant lack of money, repayment of the loan might be delayed for a long time. Specific obligations of these holdings (for example, *stacja* – obligation to host the ruler travelling across the lands) remained, and pledgees could not dispose of them freely.<sup>21</sup> The findings of the Polish historians can be applied in the analysis of the open-ended contracts of the GDL.

### General terms of open-ended contracts

An example of this type of contract is the pledging of the Dauga (Lith.: Daugai) estate and town in Troki (Lith.: Trakai) palatinate in 1516 for the ruler's marshal and clerk, Bohusz Michał Bohowitynowicz. The deed declared that for 600 sexag., the said person acquires the property with all benefits, people, all obligations and duties. All obligations related to the ruler's travelling were preserved. Every year, Bohowitynowicz was obliged to give 60 carts of hay, 60 barrels of rye, and 60 barrels of oats, and pay for the meat-breed cattle and gamey meat tribute assigned to the estate. Before the property was transferred to the creditor, the inventory of all its assets had to be made. The other part of the deed concerns the transfer of administrative and judicial functions to the pledge holder, while limiting the administrative power of Troki palatinate in Dauga by prohibiting the officers from being sent to the estate and suing its inhabitants. Finally, an obligation allowing the lender to manage the estate for life after the repayment of the debt was declared. If Bohowitynowicz were to die before the repayment of all debt, the rights to the lent sum and disposition of the pledge, Dauga, would have been inherited by his wife and children.<sup>22</sup>

The main content elements of this deed – the definition of income and benefits to be transferred, the list of obligations left to the ruler, the duties to remain after the repayment of the debt, and the inheritance of pledge by the heirs – can be seen in other pledge deeds as well. Sometimes these provisions are further supplemented by the monarch's promise not to transfer the holding to third parties, i.e. to refuse permission for redemption.<sup>23</sup> The main differences in pledge deeds relate to exceptions, which varied according to the holding's economic capacity.

<sup>21</sup> A. Wyczański, op. cit., p. 284.

<sup>22</sup> LM 9, doc. no. 209, pp. 173–174.

<sup>23</sup> An example of the ruler's obligation not to transfer the holding to third parties is the inscription of Jurij (Jerzy) Niemirowicz in the deed of Daugi pledging in 1518:



The keepers of the Wasiliszki (Lith.: Vosyliškės), Onikszy (Anykščiai), Ejszyszki (Eišiškės), and Orany (Varėna), Uciana (Utena), and Birsztany (Birštonas) estates pledged in 1515–1518 were obliged to give away a more considerable amount of yield than in the case of Dauga: 100 barrels of rye and oats, and 100 carts of hay. For Koniawa (Lith.: Kaniava) and Dubicze (Dubičiai) estates, the requirement of only 30 units of the said agricultural products was set.<sup>24</sup> In addition to the usual harvest levies, meat-breed cattle and gamey meat royalties, as well as additional obligations related to specific activities of some holdings, could be set. For example, “bison hunting” was a further obligation in the pledge of the Grodno starosty (Polish: *starostwo*) for Jerzy Radziwiłł “Hercules”, in 1520.<sup>25</sup> In 1523, when the pledge was renewed, the magnate had to relinquish the income from alcohol duties and finance the maintenance of war prisoners.<sup>26</sup>

Typically, this type of deed included specific provisions related to income disposal. However, in some deeds, apart from the obligation to collect and pass on the silver tax (Ruth.: *serebshchyzna*) for the military needs, no other exceptions were foreseen, i.e. all the benefits and revenues went to the pledge holder. They could be seen as the most favourable arrangements for the lender. The first records of these deeds can be found at the beginning of the sixteenth century. In 1505, Grand Duke of Lithuania Alexander pledged Kormiałów (Lith.: Karmėlava) for the Master of the Queen’s Court, King’s Marshall, and Kaunas *Tenutarius*, Wojciech Kłoczko “with all that belonged and still belongs to the estate from the old times [...] without leaving anything to ourselves”.<sup>27</sup> The pledge for Kłoczko was confirmed under the same conditions by King Sigismund I the Old in 1507.<sup>28</sup> The pledge deed did not list any person’s merits that granted the pledgee exceptional treatment. However, drawing on the examples of subsequent cases, the possible reasons could include the debts of the ruler towards state officials, debt cancellations, additional lending or the dire need for money, which gave better bargaining power to the lenders. It was probably for these reasons that

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“and we will disallow the buying out of the pledge, unless we ourselves want to take the estate of Daugi back into our hands, and then we will have to give this sum of seven hundred sexaganas of grouches from our treasury”, LM 10, doc. no. 12, p. 41.

<sup>24</sup> LM 9, doc. no. 304, pp. 211–212; doc. no. 472, pp. 273–274; doc. no. 473, pp. 274–275; doc. no. 544, p. 301; doc. no. 653, pp. 355–356; LM 11, doc. no. 14, pp. 50–51.

<sup>25</sup> LM 10, doc. no. 68, p. 77.

<sup>26</sup> *Lietuvos Metrika. Knyga Nr. 12 (1522–1529). Užrašymų knyga 12*, ed. D. Antanavičius, A. Baliulis, Vilnius, 2001 [hereinafter: LM 12], doc. no. 163, pp. 210–211.

<sup>27</sup> LM 6, doc. no. 5, p. 56.

<sup>28</sup> LM 8, doc. no. 279, pp. 230–231.

Radziwiłł “Hercules” acquired some estates under favourable conditions in 1516–1518. In 1516, the Skidel (Belarus.: Скідзель, Lith.: Skidlius) estate and small town were pledged to Radziwiłł “Hercules” with all the income and “without any exceptions” for 600 sexag.<sup>29</sup> The following year, he obtained Mejszagola (Lith.: Maišiagala) under the same conditions.<sup>30</sup> In 1518, the holdings of Krynki (Lith.: Krinkai) and Jeziory (Belarus.: Азёры, Lith.: Ežeronys) with only one *stacja* obligation were pledged for 1000 sexag.<sup>31</sup> One crucial factor contributed to this success. At that time, the monarch’s holdings, not always with the knowledge of the ruler, were intensively pledged by the Lithuanian Council of Lords. Thus, the increase in the number of loans in 1518 was due to the activities of the councillors – out of 19 pledges, half of the holdings were pledged in their name.<sup>32</sup> During that year, Radziwiłł “Hercules” acquired Krynki and Jeziory by the decision of the councillors and, in the case of Mejszagola, the loan was increased by 200 sexag.<sup>33</sup> This meant that the pledge holder could maintain the property under exceptional circumstances for an extended period. For some creditors, an additional pledge helped improve the terms of previous agreements. This is evidenced by the change of provisions of the Żołudek (Belarus.: Жалудок, Lith.: Žaludkas) pledge deed. In 1516, the estate was pledged for 600 sexag. to Duke Wasyl Andrejewicz Połubiński by determining the part of the harvest left to the ruler each year: 50 barrels of rye and oats, 50 carts of hay, and a traditional tribute of meat-breed cattle and gamey meat.<sup>34</sup> However, when the ruler borrowed additional 100 sexag. in 1518, these obligations were cancelled.<sup>35</sup>

<sup>29</sup> LM 9, doc. no. 210, p. 174.

<sup>30</sup> Ibid., doc. no. 702, pp. 376–377.

<sup>31</sup> LM 10, doc. no. 17, pp. 43–44; LM 11, doc. no. 27, p. 60.

<sup>32</sup> Usually, the ruler approved the individual decisions of the Lithuanian Council of Lords. During the discussed period, only one case of grand ducal demesne pledging was cancelled as it contradicted the earlier decision of King Sigismund the Old. In 1520, the Council of Lords pledged the income of Mohylew (Belarus.: Магілёў, Lith.: Mogiliavas) castle for 1500 sexag. to Jurij (Jerzy) Niemirowicz. However, the monarch had promised the administration of Mohylew to Wasyl Iwanowicz Solomerecki as a reward for the cancelled debt of 500 sexag. for which Luboszany was pledged for three years. The decision of the Council of Lords was cancelled and Mohylew was pledged to Solomerecki who had to pay 1000 sexag. to Niemirowicz and the remaining 500 sexag. were paid by pledging Luboszany; LM 10, doc. no. 39, p. 58.

<sup>33</sup> Ibid., doc. no. 17, pp. 43–44.

<sup>34</sup> LM 9, doc. no. 216, p. 178.

<sup>35</sup> LM 11, doc. no. 52, p. 74.

## The factors of pledge holders' change

Additional lending was not limited to establishing or improving exceptional conditions. At times, this was necessary to maintain the holding, as premiums of various sizes were often used to take over the pledged property. In 1517, Mikołaj Stanisławowicz Kieżgajło (Lith.: Mikalojus Stanislovaitis Kęsgaila) was allowed to take over the Wilkomierz (Lith.: Ukmergė, originally Vilkmėrgė) estate, formerly pledged to Hanna Korczowska Dowojnowiczowa, for an additional amount of 250 sexag.<sup>36</sup> A year later, she managed to repurchase the estate at the expense of signing a new deed more favourable to the ruler. The open-ended contract was changed to fixed-term, stipulating that the debt should be repaid from the holding's income within eight years.<sup>37</sup> Even members from less influential families of nobility could take over the pledge with the help of the premium. For example, in 1516, for a compensation of 100 sexag., the judge of Drohiczyn (Lith.: Drohičinas), Mikołaj Wodyński, and the local nobility gained rights to the income of Drohiczyn castle for five years, although the castle had been formerly pledged to the Palatine of Nowogródek (Belarus.: Navahrudak, Lith.: Naugardukas) Jan Janowicz Zabrzeziński for 900 sexag.<sup>38</sup> However, they failed in keeping Drohiczyn for the agreed period. In 1518, for the same sum, it was pledged for an indefinite period to Land Marshal of the Grand Duchy of Lithuania Jan Mikołajewicz Radziwiłł "The Bearded" (Lith.: Jonas Mikalojus Radvila).<sup>39</sup> This fact proves that the pledgees' change was determined not only by financial factors. The position among the country's political elite, the support of the influential family, or the ruler's accent were equally essential factors in competing for profitable holdings.

Even the most important ruler's creditors were unsure of their positions and had to make concessions to acquire the new or retain the old pledged properties. For example, Radziwiłł "Hercules", who had negotiated favourable deeds during the peak of the borrowing, was later forced to accept specific provisions or lose to competitors. The pledge deed of Grodno eldership (1520) states that the magnate relinquishes part of the income and adds additional 200 sexag. to the initial amount of 2800 in favour of the ruler.<sup>40</sup> However, when the pledge deed was renewed

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<sup>36</sup> LM 1, doc. no. 250, p. 61; LM 9, doc. no. 704, pp. 377–378.

<sup>37</sup> LM 9, doc. no. 723, p. 384.

<sup>38</sup> *Ibid.*, doc. no. 230, pp. 183–184.

<sup>39</sup> LM 11, doc. no. 57, pp. 76–77.

<sup>40</sup> LM 10, doc. no. 68, pp. 77–78.

several years later, he had to accept that part of the income would be used to maintain the prisoners of war. In 1520, the ruler, under the same favourable conditions, approved the earlier pledge of the Skidel (Belarus.: Скідзель, Lith.: Skidlius) estate to Radziwiłł “Hercules”, adding the estate of Żorosław as a compensation for the expenses worth 1481 sexag. in the fights against the Tartars. The magnate relieved the central part of the debt, 1000 sexag., hoping to become the owner of the Merez (Lith.: Merkinė) estate.<sup>41</sup> However, he lost it to Jan Janowicz Zabrzeziński, who had been promised Merez for four years and to be assigned its administrator for life.<sup>42</sup>

To maintain Birsztany, Knyaz Matwiej Mikitynicz Rapalowski also had to accept a gradual write-off of the debt. In 1518, the renewed deed contained a provision that the possessor would write off 100 sexag. from the debt per year. In this way, Rapalowski ensured that he would remain the administrator of Birsztany after the debt was repaid.<sup>43</sup> Pledge holders accepted the change of conditions since, in the face of intense competition between creditors, the relief of a part or all debt served as a pretext for transferring the pledge to third persons. In this way, Andrzej Dowojnowicz took over the Koniawa and Dubicze estates from the previous pledgee in 1519. After relieving the monarch’s debt, he was approved to manage the property for life.<sup>44</sup> Financially, this arrangement was not beneficial to the creditor, as he only retained the remuneration of the administrator, which had to be incomparably lower than the income of the pledged property.<sup>45</sup> Therefore, this decision can be seen as an attempt to gain the monarch’s favour, opening up opportunities for various other benefits.

Competition between the creditors was not the only factor affecting the change of pledge holders. Natural causes were another reason; the

<sup>41</sup> Ibid., doc. no. 58, pp. 70; doc. no. 67, pp. 76–77.

<sup>42</sup> Ibid., doc. no. 42, pp. 59; LM 1, doc. no. 80, p. 37.

<sup>43</sup> LM 11, doc. no. 14, pp. 50–51; Matwiej Mikitynicz Rapalowski had to ensure his positions in Birsztany by additional payment. In the same year, on the basis of this pledge, he lent additional 200 sexag. to the monarch, *ibid.*, doc. no. 50, p. 73.

<sup>44</sup> LM 10, doc. no. 76, pp. 82–83.

<sup>45</sup> In the opinion of Władysław Pocięcha, a contract provision change granting administration of the property for life by donating the ruler’s debt was in fact a hidden old GDL tradition of payment for service. The administration of the property was as profitable for the holders as its pledging. Pocięcha also claims that the exploitation of the grand ducal demesne for an indefinite period would become a source of prosperity in case of the lack of control and traditions, see *id.*, *op. cit.*, p. 57. The statement about the close intertwining of the pledging practice and long-established tradition of payment for administrative positions in Lithuania can be supported. However, the lack of data makes it difficult to confirm the exceptional financial benefit.

creditor's death could become a convenient excuse to transfer the pledge to third parties, as seen in the Gródek (Ukr.: Городок, Lith.: Horodokas) estate case. During the reign of Alexander I Jagiellon, the estate was pledged for 550 sexag. to Jakub Dowojnowicz. After his death, the rights went to his wife, from whom Jan Litawor Chreptowicz redeemed Gródek in 1510.<sup>46</sup> After Chreptowicz died in 1514, his widow's pledge was bought for the same amount of money by Jan Janowicz Zabrzeziński.<sup>47</sup> The holders of the pledged properties also changed due to the arrangements between the creditors. Before the beginning of 1522, Radziwiłł "The Bearded" transferred a loan attached to Drohiczyn to his wife's brother, Piotr Kiszka. The latter was approved by the ruler as a new holder in 1522. In the following year, Piotr Kiszka relieved the ruler's debt and received the right to administer the estate until his death.<sup>48</sup> In 1523, Jakub Kuncewicz refused Wasiliszki's pledge in favour of Jan Mikołajewicz Radziwiłł.<sup>49</sup> Pledge holders could change for temporary periods. In 1522, King Sigismund I the Old granted Janusz Świerczowski permission to transfer the pledged Wysoki Dwór (Lith.: Aukštadvaris) estate for one year to Andrzej Dowojnowicz for 600 sexag.<sup>50</sup> This transfer was most probably conditioned by the pledgee's shortage of funds or mutual indebtedness. Similar reasons could have led to other cases of pledge transfers. It should also be noted that the number of pledge transfers increased in 1522 with the beginning of the ruler's debt cancellations and pledged property retake. With increasing pressure to change deed provisions or relieve the ruler's debts, probably not all pledgees hoped to keep their properties. Thus, in refusing them, they tried to avoid financial losses.

### Fixed-term deeds

Several cases confirm a trend of the second half of the 1510s to improve the deed provisions for the benefit of the monarch by making the pledge holders lend additional amounts of money, relinquish

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<sup>46</sup> LM 8, doc. no. 501, p. 363.

<sup>47</sup> *Lietuvos Metrika. Knyga Nr. 7 (1506–1539). Užrašymų knyga 7*, ed. I. Ilarienė, L. Karalius, and D. Antanavičius, Vilnius, 2011 [hereinafter: LM 7], doc. no. 340, pp. 560–561.

<sup>48</sup> LM 11, doc. no. 90, pp. 103–104; AGAD, Collection of Parchment Documents, call no. 7516; LM 12, doc. no. 192, pp. 226–227.

<sup>49</sup> *Ibid.*, doc. no. 269, pp. 267–268.

<sup>50</sup> *Lietuvos Metrika. Knyga Nr. 224 (1522–1530). 4-oji Teismų bylų knyga (XVI a. pabaigos kopija)*, ed. S. Lazutka, I. Valikonytė, Vilnius, 1997, doc. no. 13, p. 52.

part of the income or change the deed type. The increasing numbers of fixed-term agreements explicitly provide evidence for the changing situation. A fixed term of property disposition (from one to nine years throughout the discussed period) guaranteed that the pledged property and its income would return to the monarch sooner. Fixed-term contracts could have been an intermediate version of the open-ended and *ekstenuacja* contracts. *Zastaw do wydzierżenia* can also be seen as a fixed-term contract as the return of the debt in parts by assigning a fixed amount to be paid each year also defines the end term of property disposition. However, the provisions of fixed-term contracts are more similar to those contained in open-ended deeds.

The most remarkable similarities occur in the provisions on income transfer. The first known deed of this type in which the Mohylew (Belarus.: Магілёў, Lith.: Mogiliavas) castle was pledged for Jurij Zenowicz for 1300 sexag. in 1514, succinctly records that the pledge holder was given a year to recoup the amount lent to the lord from property taxes.<sup>51</sup> However, the later and more detailed deeds show that pledgees gained the right to part or all income of the property for a fixed period by analogy to the open-ended contracts. Knyaz Wasyl Iwanowicz Solomerecki, who took over the rural district of Luboszany from Jan Zawisza in 1519, was entitled “from our tributes [...] and our other revenue, and from all other revenue allocated to our officials”.<sup>52</sup> Jan Zawisza acquired as compensation Żyźmory (Lith.: Žiežmariai) with all inhabitants, their duties, tributes and other sources of income which earlier belonged to the ruler.<sup>53</sup> In 1519, the pledge of Uźpol or Uszpole (Lith.: Užpaliai) and Pieniany (Lith.: Pienionys) was extended for nine years to Stanisław Ościk with no restrictions on income disposal.<sup>54</sup> The deed of 1520, pledging Ostryna (Belarus.: Астрына, Lith.: Astryna) to Court Marshal Aleksander Chodkiewicz for 500 sexag., did not include any exceptions.<sup>55</sup>

Although the discussed deeds do not provide any restrictions on income disposition, in other fixed-term agreements, certain royalties or part of income belonged to the ruler. In the pledge deed of 1516, Mikołaj Wodyński and the local nobility gained rights to the income of Drohiczyn castle except for the revenue from the wax and salt production and the custom tax.<sup>56</sup> In 1520, Mohylew was pledged for three years,

<sup>51</sup> LM 7, doc. no. 351, p. 570.

<sup>52</sup> LM 11, doc. no. 73, p. 87.

<sup>53</sup> Ibid., doc. no. 78, pp. 95–96.

<sup>54</sup> Ibid., doc. no. 80, pp. 96–97.

<sup>55</sup> LM 10, doc. no. 64, p. 74.

<sup>56</sup> LM 9, doc. no. 230, pp. 183–184.



excluding honey tributes,<sup>57</sup> whereas for Merecz and Stokliszki (Lith.: Stakliškės), the *stacja* obligation was applied.<sup>58</sup> Nearly all fixed-term contracts have two important duties towards the ruler, often present in open-ended agreements: first, the obligation to limit the administrative powers of state officials in the pledged property by transferring all administrative and court rights to the pledge holder; second, the obligation to allow the creditors to retain the administration of the property for life after the expiry of the deed. This obligation is missing only in the case of Drohiczyn (1516), most probably because it was pledged to a group of holders. Of course, many lenders performed administrative functions before the pledge and, obviously, were not willing to lose the property after the end of the agreement. It is also possible to distinguish cases where a loan to the ruler opened the way to administrative positions. In 1518, Korczowska Dowojnowiczowa redeemed Wilkomierz (which had been formerly pledged to her) from Mikołaj Stanisławowicz Kieżgajło. She also secured an eight-year contract which included the ruler's promise to appoint her son Jerzy Dowojnowicz as an administrator of Wilkomierz for life.<sup>59</sup> With certain reservations, it could be argued that this provision in the pledge deeds replaced the archaic payment to the ruler for granted office. However, more research should be carried out to validate this claim.

It can be stated that these deeds replicate the essential provisions of open-ended agreements apart from the guarantee that, in the event of the lender's death, the pledged property would be at the disposal of the heirs until the full repayment of the debt. The only exception seems to be the Stokliszki redemption deed (1520), which stipulates that, after the death of the new keeper Jakub Kuncewicz, the rights to the pledged property pass to his wife and children.<sup>60</sup> On the other hand, the latter provision was less relevant in the context of the limited duration of the contract. It can be assumed that, by default, such guarantees also applied to fixed-term contracts. In 1519, Uźpol and Pieniany were pledged to Vilnius Palatine Mikołaj II Radziwiłł for nine years. After the pledgee died in 1521, the property was taken over by his son Stanisław Radziwiłł mentioned among other magnates who cancelled the sovereign's debt attached to Pieniany and Uźpol in the Sejm of 1522.<sup>61</sup>

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<sup>57</sup> LM 10, doc. no. 39, p. 58.

<sup>58</sup> Ibid., doc. no. 42, pp. 59; doc. no. 59, pp. 70–71.

<sup>59</sup> LM 9, doc. no. 723, p. 384.

<sup>60</sup> LM 10, doc. no. 59, p. 71.

<sup>61</sup> LM 15, doc. no. 224, p. 289.

## Inheritance guarantees and duration of pledges

In view of the intensive change of pledge holders, it appears that the obligations of the ruler – not to transfer the pledge to third parties or guarantee the disposal of the pledged property to the rightful heirs until the repayment of the debt or end of the agreement – were often treated formally. Neither open-ended nor, more favourable to the monarch, fixed contracts provided the creditor with a guarantee that they could keep the pledge until the ruler repaid the debt or used the property's income for an agreed period. However, in the face of dynamic changes, opposite trends could also be seen. In some cases, the said provisions helped keep the pledged holdings in the hands of the same family for a more extended period, as shown in the cases of Olita (Lith.: Alytus), Niemonajcie (Lith.: Nemunaitis), Simno (Lith.: Simnas), and Meteale (Lith.: Meteliai) estates. In 1506, the estates of Olita, Simno, and Niemonajcie were pledged to Grand Marshal of Lithuania Jan Jurjewicz Zabrzeziński for 1650 sexag. For the relieved ruler's debt of 500 sexag. (which most probably helped to hide the sale), he acquired Olita and Simno. Only Niemonajcie remained pledged.<sup>62</sup> The latter was inherited by the son of the creditor, Jan Janowicz Zabrzeziński, to whom Sigismund I the Old pledged the same property twice. In 1508, when the contract was renewed, the small estate of Meteale was added to Niemonajcie pledge for an additional sum of 605 sexag.,<sup>63</sup> and in 1515, only Niemonajcie was pledged for 550 sexag.<sup>64</sup> Four years later, the ruler donated Niemonajcie and Meteale to Jan Janowicz Zabrzeziński for the "merits" (probably to write off the debt).<sup>65</sup> Throughout this period, when pledging their property or renewing the pledges, the Zabrzeziński family could use the holdings under the most favourable conditions, i.e., open-ended contracts. Still in the 1530s, Niemonajcie and Meteale, like the previously donated Olita and Simno, returned to the Jagiellons. Jan Janowicz Zabrzeziński was forced to return most of his landownership to the dynasty. According to the 1536 agreement, the said holdings were transferred to Queen Bona and the heir to the throne, Sigismund

<sup>62</sup> LM 1, doc. no. 23, pp. 26–27, 71; LM 6, doc. no. 29, pp. 69–70; LM 8, doc. no. 170, pp. 171–172; AGAD, AR, XI, call no. 1, fols 8–9; Russian State Archive of Ancient Documents (Российский государственный архив древних актов), Литовская Метрика 389, call no. 18, fols 130–131v.

<sup>63</sup> LM 1, doc. no. 17, p. 25; AGAD, AR, XI, call no. 1, fol. 3.

<sup>64</sup> LM 9, doc. no. 471, pp. 272–273; LM 1, doc. no. 176, pp. 51–52; AGAD, AR, XI, call no. 1, fol. 51.

<sup>65</sup> LM 1, doc. no. 38, p. 29.

August. Jan Janowicz Zabrzeziński was given the right to administer them until his death.<sup>66</sup>

For several decades the representatives of the Holszański family possessed the Punia holdings, which had been pledged by Alexander I Jagiellon to Aleksander Holszański (Lith.: Aleksandras Alšėniškis) for 1530 sexag. in 1506. After the nobleman's death, the pledge was inherited by his wife, whose money was lent to the ruler.<sup>67</sup> When she died, Punia was given to her son, Bishop of Lutsk Paweł Holszański (Lith.: Povilas Alšėniškis). In 1518, he relieved the ruler's debt, and the property was pledged once again and administrated by Holszański until 1533.<sup>68</sup> Pledge deeds also made it possible to keep the estates of Uźpol and Pieniany in the hands of two families – the Ościk and the related Radziwiłł family – for a long time. The pledge deed of 1510 by King Sigismund I stated that Grzegorz Ościk would be able to possess the property in the same way as his relatives “the castellan of Vilnius [Krystyn] Ościk, and his son, the palatine of Troki Radziwiłł Ościkowicz, and afterwards his son, the palatine of Vilnius, our chancellor, Mikołaj Radziwiłł”. The document does not include any information about the provisions under which the Ościk family possessed these estates in the fifteenth century. However, there is a record that under King Alexander, Uźpol and Pieniany were pledged to Radziwiłł and that the pledged sum of 2000 sexag. had to be paid to the sons of the previous possessor.<sup>69</sup> The son of Grzegorz Ościk, Palatine of Polotsk Stanisław Ościk inherited the open-ended pledge in 1519. However, the holdings were transferred under the new provisions for nine years.<sup>70</sup> After the death of Stanisław Ościk, Vilnius Palatine Mikołaj Radziwiłł redeemed the pledge from the widow under the same conditions.<sup>71</sup> The same situation occurred after Radziwiłł's death in 1521. Uźpol and Pieniany were transferred to his son Stanisław Radziwiłł. In 1522, when redemption of the pledged property began, Stanisław Radziwiłł relieved the ruler's debt in exchange for the right to manage Uźpol and Pieniany until his death.<sup>72</sup>

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<sup>66</sup> Ibid., doc. no. 39, pp. 29–30; doc. no. 503, pp. 104–105; A. Urmański, “On efforts to improve”..., p. 71.

<sup>67</sup> LM 1, doc. no. 487, pp. 101–102.

<sup>68</sup> Ibid., doc. no. 293, p. 70; LM 15, doc. no. 224, p. 289; L. Šedvydis, “Lucko (1507–1536) ir Vilniaus (1536–1555) vyskupo Pauliaus Alšėniškio dvaras: dvarioniai ir tarnybiniai bajorai”, *Darbai ir dienos*, 64, 2016, pp. 9–28.

<sup>69</sup> LM 8, doc. no. 479, p. 349.

<sup>70</sup> LM 11, doc. no. 65, pp. 80–81.

<sup>71</sup> Ibid., doc. no. 80, pp. 96–97.

<sup>72</sup> LM 1, doc. no. 28, p. 28; LM 15, doc. no. 224, p. 289.

However, due to the conflict with the queen over the borders of the lands, he lost the administrator's position in the early 1530s.<sup>73</sup>

## Conclusions

In 1502–1522, the major part of the grand-ducal demesnes was pledged by signing open-ended contracts which were especially favourable for the creditors: the creditor gained rights to administer the pledged property with most (or, in some cases, all) income and benefits. The persistent shortage of money in the treasury meant that pledged holdings remained in the hands of lenders for an extended period, providing them with significant financial benefits. The creditors were constantly competing with each other to take over the profitable pledges from their competitors. As a result, the monarch did not always comply with the obligation written in the contract not to transfer the pledged property to third parties until the full repayment of the debt.

Often, the incentive to transfer the pledge to another lender would be a higher loan amount offered by the latter or the possibility of converting an open-ended contract into a fixed-term contract, which would be more favourable for the monarch. The provisions of fixed-term contracts largely replicated the terms of the first type of contract. However, the provided specific period of pledge disposal (average duration of five years) guaranteed that the property would soon be returned to the monarch. To avoid a pledge transfer to third parties, lenders often agreed to change the terms of the contract, relinquish some of their income, lend more money or even cancel certain parts of the ruler's debt. In some cases, in return for the monarch's promise to leave the administration of the pledged property for life, the creditors would forgive all debt. Financial incentives were not the only factor determining the nature of pledging. The creditor's status in the country's political elite, the support of an influential family, or the ruler's favour were equally important in determining the terms of the deed.

The change of pledgees was conditioned not only by the competition among the lenders but also by various interpersonal agreements resulting from income shortage. Pledge holders changed because of natural causes as well. The creditor's death would often become an excuse to transfer the pledged land to third parties. At the same time, an opposite trend can be observed. Open-ended contracts included a sovereign's

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<sup>73</sup> W. Pocięcha, *op. cit.*, p. 87.

guarantee that, in the event of the creditor's death, the relatives or other heirs would be allowed to manage the property until the debt was repaid. This provision made it possible for some families to maintain the pledged property for several decades. However, by the 1530s, the Jagiellonian dynasty, mainly through the efforts of Queen Bona, was able to redeem all lands pledged from 1502 to 1522.

## Bibliography

- Adamus J., *Zastaw w prawie litewskim w XV i XVI wieku*, Lviv, 1925.
- Lietuvos Metrika. Knyga Nr. 1 (1380–1584). Užrašymų knyga 1*, ed. A. Baliulis, R. Firkovičius, Vilnius, 1998; *Knyga Nr. 5 (1427–1506). Užrašymų knyga 5*, ed. A. Baliulis, A. Dubonis, Vilnius, 2012; *Knyga Nr. 6 (1494–1506). Užrašymų knyga 6*, ed. A. Baliulis, Vilnius, 2007; *Knyga Nr. 7 (1506–1539). Užrašymų knyga 7*, ed. I. Ilarienė, L. Karalius, D. Antanavičius, Vilnius, 2011; *Knyga Nr. 8 (1499–1514). Užrašymų knyga 8*, ed. A. Baliulis, R. Firkovičius, D. Antanavičius, Vilnius, 1995; *Knyga Nr. 9 (1511–1518). Užrašymų knyga 9*, ed. K. Pietkiewicz, Vilnius, 2002; *Knyga Nr. 10 (1440–1523). Užrašymų knyga 10*, ed. E. Banionis, A. Baliulis, Vilnius, 1997; *Knyga Nr. 11 (1518–1523). Įrašų knyga 11*, ed. A. Dubonis, Vilnius, 1997; *Knyga Nr. 12 (1522–1529). Užrašymų knyga 12*, ed. D. Antanavičius, A. Baliulis, Vilnius, 2001; *Knyga Nr. 15 (1528–1538). Užrašymų knyga 15*, ed. A. Dubonis, Vilnius, 2002; *Knyga Nr. 224 (1522–1530). 4-oji Teismų bylų knyga (XVI a. pabaigos kopija)*, ed. S. Lazutka, I. Valikonytė, Vilnius, 1997.
- Pietkiewicz K., *Kieżgajłowie i ich latyfundium do połowy XVI w.*, Poznań, 1982.
- Pietkiewicz K., *Wielkie Księstwo Litewskie pod rządami Aleksandra Jagiellończyka: studia nad dziejami państwa i społeczeństwa na przełomie XV i XVI wieku*, Oświęcim, 2014.
- Pociecha W., *Królowa Bona, 1494–1557: czasy i ludzie odrodzenia*, vol. 3, Poznań, 1958.
- Šedvydis L., “Lucko (1507–1536) ir Vilniaus (1536–1555) vyskupo Pauliaus Alšėniškio dvaras: dvarioniai ir tarnybiniai bajorai”, *Darbai ir dienos*, 64, 2016, pp. 9–28.
- Sucheni-Grabowska A., *Odbudowa domeny królewskiej w Polsce 1504–1548*, Warszawa, 2007.
- Tyla A., *Lietuvos Didžiosios Kunigaikštystės išdas*, Vilnius, 2012.
- Urmański A., “On efforts to improve the condition of the treasury of the Grand Duchy of Lithuania in the times of Sigismund the Old and the period of management by Jonas Jonaitis Zaberezinskis in Užnemunė”, *Lithuanian Historical Studies*, 20, 2016, pp. 53–78.
- Urmański A., “Zaberezinskių giminė XV–XVI a. LDK politinio elito gretose”, PhD dissertation, Kaunas, Vytautas Magnus University, 2017.

*Urzednicy Wielkiego Księstwa Litewskiego. Spisy*, vol. 1: *Województwo wileńskie XIV–XVIII wiek*, ed. A. Rachuba, prep. H. Lulewicz, A. Rachuba, P.P. Romaniuk, in cooperation with U. Jamialjanczyk, Warszawa, 2004; vol. 2: *Województwo trockie XIV–XVIII wiek*, ed. A. Rachuba, prep. H. Lulewicz, A. Rachuba, P.P. Romaniuk, and A. Haratym, in cooperation with A. Macuk and Je. Aniszczenko, Warszawa, 2009; vol. 3: *Księstwo Żmudzkie XV–XVIII wiek*, ed. A. Rachuba, prep. H. Lulewicz, A. Rachuba, P.P. Romaniuk, and A. Haratym, Warszawa, 2015.

Wyczański A., “Rozdawnictwo dóbr królewskich za Zygmunta I”, *Przegląd Historyczny*, 44, 1953, no. 3, pp. 281–308.

Довнар-Запольский М., *Государственное хозяйство Великого Княжества Литовского при Ягеллонах*, Киев, 1901.

Любавский М., *Литовско-русский сейм: Опыт по истории учреждения в связи с внутренним строем и внешней жизнью государства*, Москва, 1900.

Любавский М., *Областное деление и местное управление Литовско-Русского государства ко времени издания первого литовского статута*, Москва, 1892.

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Pledges as state financing deeds in the Grand Duchy of Lithuania  
in the early sixteenth century  
(Summary)

Historians have been studying various state crediting practices in the Grand Duchy of Lithuania for more than a century. Grand-ducal demesne pledging has also received attention, among other topics. Mainstream research has primarily focused on the amounts of borrowed money or pledged lands, whereas the issue of pledge deeds has not yet been thoroughly discussed. The present study addresses this historiographic gap by investigating the provisions of pledge deeds. The analysis of the sources has made it possible to distinguish two types of contracts: open-ended and fixed-term. During the period under review, the first type of pledge deeds prevailed. In open-ended contracts, the income of the pledged holding, which stood as a guarantee of the loan, was transferred to the creditor for an indefinite period (until the debt was repaid), leaving the ruler only with a small part of the benefits. Due to the persistent treasury shortage, the pledged holdings remained at the disposal of the lenders for an extended period, providing significant financial benefits exceeding the loaned amount. This resulted in fierce competition between creditors who were constantly competing for profitable pledges. Attempts were made to take them over from competitors by lending larger sums of money or signing contract terms more favourable to the ruler. As a result, the second type



of fixed-term contract developed over time. The main provisions were not fundamentally different from the ones in the open-ended contracts, but the pledge was only available for one to nine years. Competition between lenders led to an intense change in contract terms and variation of pledge holders. However, the ruler's consent in open-ended arrangements to transfer the pledged property to the deceased person's heirs helped some noble families retain pledged holdings for several decades.

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## Appendix

### List of grand-ducal pledges in the Grand Duchy of Lithuania (1502–1522)

Pledge	Year	Pledge holder	Amount	Type of contract	Remarks
Jurbork (Lith.: Jurbarkas) (rural district)	1502	Iwan (Jan) Semenowicz Sapieha	583	open-ended contract	There is only an abstract of the original document in the LM*.
Gródek (estate)	[1502]	Jakub Dowojnowicz	550	open-ended contract	There is no transcript of the contract in the LM. The pledge is mentioned in the deed of 1510 which allows Jan Litawor Chreptowicz to redeem the pledge from the widow of Dowojnowicz. In 1514, Jan Janowicz Zabrzeziński is allowed to redeem the pledge from the widow of Chreptowicz for the same amount of money.
18 serfs in Polotsk rural district	1503	artilleryman Matwej	194,5	open-ended contract	The pledge was given to compensate the ruler's debt.
Vladimir (castle) and Skirstymoń (Lith.: Skirsnemunė) (estate)	[1503]	Fedko Januszewicz (Januskowicz)	770	open-ended contract	There is no transcript of the contract in the LM. The pledge is mentioned in the deeds of 1507 and 1508 which confirm the positions of the elder ( <i>starosta</i> ) of Lutsk Fedko Januszewicz and the Marshal of Volhynia granted for the ruler's debt relief guaranteed by the estate of Skirstymoń. The deed of 1508 also allows Andrzej Sanguszko to redeem the castle of Vladimir from the widow of Andrzej Sanguszko.
Kormiałów (estate)	1505	Wojciech Janowicz Kloczko	1150	open-ended contract	In 1507, Sigismund the Old prolonged the pledge contract under the same conditions.
Brahin (rural district)	1506	Daniło Dedkowicz	230	open-ended contract	The pledge had to compensate for the expenses of the diplomatic mission in the Crimean Khanate.
Olita, Niemonajcie, and Simno (estates)	1506	Jan Juriewicz Zabrzeziński	1650	open-ended contract	The ownership of Olita and Simno was given to Jan Juriewicz Zabrzeziński who donated the ruler's debt (550 sexag.). Only Niemonajcie remained pledged.

\* LM – the Lithuanian Metrica.

Niemonajcie (estate)	1506	Jan Juriewicz Zabrzeziński	plus 300	open-ended contract	Additional pledge
Punia (castle and small town)	1506	Aleksander Holszański	1530	no data	There is only an abstract of the original document in the LM.
Uźpol and Pieniany (estates)	[1502–1506]	Mikołaj Radziwiłł	2000	no data	There is no transcript of the contract in the LM. The pledge is mentioned in the deed of 1510 which allows Grzegorz Ościk to redeem the pledge from the sons of Mikołaj Radziwiłł. In 1519, the property was inherited by the pledge holder's son Stanisław Ościk. However, as he soon died, Mikołaj Radziwiłł was allowed to redeem the pledged holdings and manage them for a period of nine years.
Dauga (estate)	[1508]	Bohusz Michał Bohowitynowicz	400	open-ended contract	There is no transcript of the contract in the LM. The pledge is mentioned in the deeds of 1509 and 1510, which confirm the obligation to allow Bohusz Bohowitynowicz to maintain the administration of Dauga for life after the repayment of the debt.
Niemonajcie and Metele (estate)	1508	Jan Janowicz Zabrzeziński	605	open-ended contract	There is only an abstract of the original document in the LM.
Nowy Dwór (estate)	[1509]	Iwan (Jan) Semenowicz Sapieha	550	no data	There is no transcript of the contract in the LM. The pledge is mentioned in the abstract of the deed of 1510 which allows Abraham Józefowicz to redeem the property, as well as in the deed of 1536 according to which Queen Bona Sforza buys Nowy Dwór from the son of Józefowicz – Konstantyn Abrahamowicz.
Kaunas (castle and town) and Rumszyski (Lith.: Rumsiškes) (estate)	1514	Abraham Józefowicz	5500	no data	There is only an abstract of the original document in the LM.
Mohylew (castle) (estate)	1514	Jurij Zenowicz (Zenowjewicz)	1300	fixed-term contract	One-year contract. According to the provisions, Jurij Zenowicz has to collect the borrowed amount of money from the taxes collected in Mohylew during the period of one year. A possibility to prolong the contract for one year is foreseen.

<b>Pledge</b>	<b>Year</b>	<b>Pledge holder</b>	<b>Amount</b>	<b>Type of contract</b>	<b>Remarks</b>
Drohiczyn (castle)	[1514–1515]	Jan Janowicz Zabrzeziński	900	open-ended contract	There is no transcript of the contract in the LM. The pledge is mentioned in the deed of 1506. For an additional amount of money, Drohiczyn is transferred to the local judge Mikołaj Wodyński and the nobility of Drohiczyn.
Niemonajcie (estate)	1515	Jan Janowicz Zabrzeziński	550	open-ended contract	
Wasiliszki (estate)	1515	Jan Szczyt (Szczytowicz)	500	open-ended contract	
Wilkomierz (estate)	[1515–1516]	Hanna Korczowska Dowojnowiczowa	275	no data	There is no transcript of the contract in the LM. The pledge is mentioned in the deed of 1517. Mikołaj Stanisławowicz Kieżajto receives a permission to redeem Wilkomierz for an additional amount of money.
Wasiliszki (estate)	1516	Jurij (Jerzy) Niemirowicz	600	open-ended contract	The previous pledge of Jan Szczyt was transferred to Mohylew. The debt was to be repaid from the collected taxes of Mohylew.
Drohiczyn (castle)	1516	Mikołaj Wodyński and the nobility of Drohiczyn	plus 100	fixed-term contract	Five-year contract. Additional pledge. Additional money paid to the ruler made it possible to redeem the pledge from the former holder Jan Janowicz Zabrzeziński. The debt was to be repaid from taxes collected in Drohiczyn.
Ejszyszki and Orany (estates)	1516	Andzej Dowojnowicz	500	open-ended contract	
Dauga (estate and small town)	1516	Bohusz Michał Bohowitynowicz	600	open-ended contract	
Skidziel (estate)	1516	Jerzy Radziwiłł “Hercules”	500	open-ended contract	
Uciana (estate)	1516	Grzegorz Ościk	1000	open-ended contract	It is assumed that after the pledge holder died in 1518, the pledge was taken over by Olbracht Gasztołd, who at the 1522 Grodno Sejm relieved the ruler's debt and acquired the right to manage Uciana for life.

Lejpuny (Lith.: Lieponiai or Lieponys) and Olkieniki (Lith.: Valkininkai) (estates)	1516	Jakub Kuncewicz	400	open-ended contract	
Onikszty (estate and small town)	1516	Mikołaj Stanisławowicz Kieżgajło	1000	open-ended contract	
Żołudek (Belarus.: Жалудок) (estate)	1516	Wasył Andrejewicz Potubiński	600	open-ended contract	
Przełom (Belarus.: Пералом, Lith.: Pérlamas) and Hoża (estates)	1516	Janusz Kostewicz	4000	open-ended contract	
Oszmiany (Lith.: Ašmena) (estate)	[1516]	Mikołaj Stanisławowicz Kieżgajło	600	no data	There is no transcript of the contract in the LM. The pledge is mentioned in the deed of 1520. Jan Jundziłł was allowed to redeem the pledged property for the same amount of money. The debt was to be repaid from the collected income during the period of seven years.
Wysoki Dwór (estate)	[1516]	Janusz Świerczowski	1100	no data	There is no transcript of the contract in the LM. The pledge is mentioned in the deed of 1522. For 600 sexag. Świerczowski is allowed to transfer Wysoki Dwór for a period of one year to Andrzej Dowojnowicz.
Koniawa and Dubicze (estates)	1517	Jan Jundziłł	600	open-ended contract	In 1519, Andrzej Dowojnowicz acquired the permission to redeem the pledge. After the cancellation of the ruler's debt, he was allowed to manage the estate for life.
Słonim (castle)	1517	Jan Radziwiłł "The Bearded"	1000	open-ended contract	The pledge was prolonged in 1519.
Wilkomierz (estate)	1517	Mikołaj Stanisławowicz Kieżgajło	plus 250	open-ended contract	Kieżgajło added an additional sum of money to redeem the pledge from Hanna Korczowska Dowojnowiczowa.
Wasiliszki (estate)	1517	Jakub Kuncewicz	600	open-ended contract	The pledge of the former pledge holder Jurij (Jerzy) Niemirowicz is transferred to Dauga for an additional 100 sexag.

<b>Pledge</b>	<b>Year</b>	<b>Pledge holder</b>	<b>Amount</b>	<b>Type of contract</b>	<b>Remarks</b>
Mejszagola (estate)	1517	Jerzy Radziwiłł "Hercules"	565	open-ended contract	
Mejszagola (estate)	1518	Jerzy Radziwiłł "Hercules"	plus 200	open-ended contract	Additional pledge. The Lithuanian Council of Lords borrowed an additional amount of money for this pledge on their own initiative.
Świsłocz (Belarus.: Чаічна, Lith.: Svislača) (castle)	1518	Hrynko Isaewicz Hromyka	600	open-ended contract	The property pledged on the initiative of the Lithuanian Council of Lords.
Świsłocz (castle)	1518	Wojciech Nosilowski	1000	open-ended contract	
Krynki and Jezioro (estate)	1518	Jerzy Radziwiłł "Hercules"	1000	open-ended contract	The property pledged on the initiative of the Lithuanian Council of Lords.
Dorsumiszki (Lith.: Darsūniškis) (estate and small town)	1518	Grzegorz Ościk	600	open-ended contract	The property pledged on the initiative of the Lithuanian Council of Lords.
Dauga (estate and small town)	1518	Jerzy Niemirowicz	700	open-ended contract	The pledge of previous pledge holder Bohusz Michał Bohowitynowicz was transferred to Kamieniec.
Markowo (estate)	1518	Jan Janowicz Zabrzeziński	1000	open-ended contract	
Markowo (estate)	1518	Jan Janowicz Zabrzeziński	plus 200	open-ended contract	Additional pledge. The Lithuanian Council of Lords borrowed an additional amount of money for this pledge on their own initiative once again.
Brest (castle and town)	1518	Jurij Iwanowicz Ilinicz	500	open-ended contract	The property pledged on the initiative of the Lithuanian Council of Lords.
Drohiczyn (castle and town)	1518	Jan Radziwiłł "The Bearded"	1000	open-ended contract	Radziwiłł "The Bearded" transferred the pledge to his wife's brother Piotr Stanisławowicz Kiszka. The ruler approved him as a pledge holder in 1522.
Kamieniec (castle and town)	1518	Bohusz Michał Bohowitynowicz	plus 400	open-ended contract	Bohowitynowicz pays an additional amount of money to transfer the Dauga pledge to Kamieniec.
Wasiliszki (estate)	1518	Jakub Kuncewicz	plus 400	open-ended contract	Additional pledge. The Lithuanian Council of Lords borrowed an additional amount of money for this pledge on their own initiative.



Merecz (estate and small town)	1518	Stanisław Ościk	1000	open-ended contract	After the death of the pledge holder the property is redeemed for the same amount of money by Jan Janowicz Zabrzeżński in 1520.
Żółudek (estate)	1518	Wasył Andrejewicz Polubiński	plus 100	open-ended contract	Additional pledge.
Birsztany (estate and town)	1518	Matwiej Mikitynicz Rapalowski	2500	open-ended contract	The pledge deed states that Birsztany had been pledged to Matwiej Mikitynicz Rapalowski before. The contract was renewed with the provision that the pledge holder wrote off 100 sexag. from the debt in ruler's favour. In exchange, Rapalowski was allowed to manage Birsztany for life.
Birsztany (estate and town)	1518	Matwiej Mikitynicz Rapalowski	plus 200	open-ended contract	Additional pledge.
Stokhiszki (estate and small town)	1518	Piotr Massalski	1060	open-ended contract	In 1520, Jakub Kuncewicz was allowed to redeem the pledge for the same amount of money.
Luboszany (rural district)	[1518]	Jan Juriewicz Zawisza	500	fixed-term contract	Six-year contract. Jan Juriewicz Zawisza had to collect the money lent to the ruler during the fixed period from the taxes of Luboszany. Wasył Iwanowicz Solomerecki took over the pledge in 1519, by agreeing to collect debt within a shorter period of time of three years.
Punia (castle and small town)	1518	Paweł Holszański	550	no data	There is only an abstract of the original document in the LM.
Kryczaw (castle and town)	1519	Wasył Żyliński	733	open-ended contract	
Mozyrz (Belarus.: Маа́рып) (castle and town)	1519	Olbracht Gasztold	2500	open-ended contract	The pledge contract states that Mozyrz had been pledged to Olbracht Gasztold before. The contract was renewed for the benefit of the monarch as the pledge holder relieved part of the debt worth 1000 sexag.
Żyźmory (estate)	[1519]	Jan Juriewicz Hlebowicz	500	no data	There is no transcript of the contract in the LM. The pledge is mentioned in the deed of 1519. Jan Juriewicz Zawisza was allowed to redeem the pledged property by signing a five-year contract.

Pledge	Year	Pledge holder	Amount	Type of contract	Remarks
Skidziel and Żorosław (estates)	1520	Jerzy Radziwiłł "Hercules"	plus 481	open-ended contract	Additional pledge.
Mohylew (castle)	1520	Wasył Iwanowicz Solomerecki	1500	fixed-term contract	Three-year contract. On the initiative of the Lithuanian Council of Lords, Mohylew is pledged to Jurij (Jerzy) Niemrowicz. The monarch cancelled this decision and transferred Mohylew to Wasył Iwanowicz Solomerecki who had to pay 1000 sexag. to Niemrowicz. For the remaining 500 sexag. he acquired Luboszany.
Luboszany (rural district)	1520	Jurij (Jerzy) Niemrowicz	500	open-ended contract	The pledge acquired when Sigismund I the Old cancelled the decision of the Lithuanian Council of Lords allowing him to gain Mohylew.
Ostryna (estate)	1520	Aleksander Iwanowicz Chodkiewicz	500	fixed-term contract	Three-year contract. Contract renewal. The contract states that the property had been pledged before; however, the conditions are not described.
Grodno (eldership and town)	1520	Jerzy Radziwiłł "Hercules"	3000	open-ended contract	
Oszmiany (estate)	[1521–1522]	Wojciech Nosilowski	800	no data	There is no transcript of the contract in the LM. The pledge is mentioned in the deed of 1522. Jan Janowicz Zabrzeziński is allowed to redeem the pledge from the widow of Wojciech Nosilowski.
Raduń, Przelom and Hoża (estates)	1522	Janusz Kostewicz	plus 1000	open-ended contract	Additional pledge. The estate of Raduń is additionally included into the pledge. The pledge is confirmed only by the document abstract in the LM.