

## Considerations Regarding Sales at “*Cochii Vechi*” and “*Mezat*”

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**Abstract:** Selling at *Cochii vechi* was used for granting some princely incomes on lease, and *mezat* (auction) for transferring *unmoveable* goods. The procedure was coordinated by the Princely Council, simultaneous verbal advertisements were made in the locality where the goods put up for sale were to be found, to the sub-prefects, and in the Council. When selling at *mezat* the priority right was respected. In order to maintain the control over the circulation of lands and buildings and to avoid illegal alienations, the *Sobornicescul hrisov* of the year 1785 introduced a stage of preliminary verification of this right, the so called “advertisement”. The transaction was concluded in the Princely Council, by *hareci*, that is the auction itself and the awarding of the goods with the parties’ consent, after which the Prince confirmed the new proprietor’s ownership.

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Auction means that some goods which are to be sold are put up for sale publicly, voluntarily or by constraint, respecting a special procedure and they are given to the participant who offers the highest price. The procedure is led by the judicial executor who fixes the date and location of the auction and communicates them to the debtor and the public. The auction concludes with an award report.<sup>1</sup>

In the Romanian Middle Ages, selling at auction was used either for granting some princely incomes on lease, or for settling some litigations generated by unpaid debts, by the necessity to divide a legacy, or by the need to divide formerly joint properties. In the language of the age, the terms which meant *to put up for auction* were *Cochii vechi* and *mezat*, the latter synonymous with *sultan-mezat*. Studying the conditions which imposed an auction, the forms of sale, the categories of participants, and the legal mechanism helps researchers to become acquainted with different aspects of the economic-social life, such as: the evolution and transformation of joint property, the disintegration of landed properties, respect for the priority right, the simplification of some civil law aspects, and the modernization of the Romanian society at the end of the 18<sup>th</sup> and the first half of the 19<sup>th</sup> century.

Although practice was uniform in the entire Romanian territory, in the present study, we shall refer only to the Principality of Moldavia and we shall use in

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<sup>1</sup> Mircea Costin, *Dicționar de drept civil* (Dictionary of civil law), vol. III: L–Z (Bucharest: Lumina Lex, 2004), 490–491, sub voce.

our argumentation mainly examples from her capital, the city of Iași. The chronological upper limit of the investigation is the year 1800. We proceed this way on the one hand because in the Principality of Moldavia sale at *mezat* took place under the control of the Princely Council in Iași, and on the other hand because we have a rich and clear, systematically and rigorously edited documentary basis up to 1800 only for the city of Iași.<sup>1</sup> Moreover, from the beginning of the 19<sup>th</sup> century, the practice of selling at *Cochii vechi* and *mezat* reached a new stage, it was modernized, and it constituted the subject of some legal papers which require a different approach. For this study, the complementary information sources are *Condica lui Constantin Mavrocordat* (Constantin Mavrocordat's register book), *Sămile de Vistierie* (the treasury accounts), studies on the history of Byzantine law, and specialized dictionaries which shall be mentioned at the appropriate place.

At *mezat* the so-called *unmoveable* goods were sold: houses and building plots, shops, vineyards, estates, to which gypsies were also added, while selling at *Cochii vechi* was mainly used to grant some princely incomes on lease.

In chronological order, archival documents mention first *Cochii vechi*, meaning “who gives more?”, a question shouted by auctioneers who announced on the streets the sale of goods at auction. Alexandru (de) Cihac defined the notion in this way: “*Cochii vechi*, s. pl. enchères; Hung. *kótya* licitation, *vett (venni)* achetés; idem, from Serbian *koće veće*. In the course of time the word *veće* came near, through folk etymology, to *vechi* (old), plural *vechii*”.<sup>2</sup> Cihac's explanation was adopted by August Scriban: “*Cochii vechi*, m. pl. (Hung. *Kótyavetye*, Macedoslovakian *ko kje vekie*, Bulgarian *Ko šte vešte*, Serbian *ko će vece* – who wishes to give more”.<sup>3</sup> However, the correct explanation belongs to Lajos Tamás: the Hungarian syntagma *Kótyavetye* originates from the Serbian-Croatian *ko oće veće*, “who wishes (to give) more”.<sup>4</sup> Some Romanian institutions are of Byzantine origin and were adopted through the agency of the Slavs south of the Danube. Hence the hypothesis that the syntagma *Cochii vechi* would be of Hungarian origins,

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<sup>1</sup> Ioan Caproșu, *Documente privitoare la istoria orașului Iași. Acte interne* (Documents regarding the history of the city of Iași. Internal documents), vol. I–X (1408–1800) (Iași: Editura “Dosoftei”, 1999–2007; next: Caproșu, *Documente Iași*).

<sup>2</sup> Gustav Weigand, *Jahresbericht des Instituts für Rumänische Sprache (Rumänisches Seminar) zu Leipzig*, Leipzig, 1894–1921, XIX–XX, 22; *Dicționarul limbii române* (Dictionary of the Romanian language), vol. I, part II, letter C, preface by Sextil Pușcariu (Bucharest: Tipografia ziarului “Universul”, 1940), sub voce; Alexandru de Cihac, *Dictionnaire d'etymologie daco-romane. Elements slaves, magyars, turcs, grecs-moderne et albanais* (Frankfurt: 1879), 492, sub voce; Lajos Tamás, *Etymologisch-historisches Wörterbuch der ungarischen Elemente in rumänischen (unter Berücksichtigung der Mündartwörter)* (London: Mouton, 1967), 245, sub voce (the text and its translation from Hungarian were sent to us by the amiability of István Király V., to whom we offer our thanks here as well).

<sup>3</sup> August Scriban, *Dicționarul limbei românești (Etimologii, înțelesuri, exemple, citațiuni, arhaizme, neologizme, provincializme)* [Dictionary of the Romanian language (Etymologies, meanings, examples, quotations, archaisms, neologisms, provincialisms)] (Iași: Institutul de Arte Grafice “Presa bună”, 1939), 309, sub voce.

<sup>4</sup> Tamás, *Etymologisch-historisches Wörterbuch...*, 245, sub voce.

borrowed by the Slavs south of the Danube and then adopted by the Romanians north of the Danube is contrary of the natural course of the history and geography of this European region.

With the exception of the work edited by Ovid Sachelarie and Nicolae Stoicescu<sup>1</sup> and the above mentioned dictionaries, it seems that the practice named *Cochii vechi* has not been analyzed by researchers. On this account, selling at *Cochii vechi* must be looked for in archival documents and narrative sources.

The procedure is mentioned in these categories of documentary sources referring to the lease of some princely incomes. The first mention we know of in this stage of research refers to the leasing of the sheep tax (*gorștină*). One of the oldest monetary duties, *gorștina* was sheep and pig tax. An important source of money, *gorștina* could be exploited under state supervision or through concession on the basis of an auction or by leasing. Those who received the *gorștina* were called *gorștinari* and they were either princely officials or the appointed representatives of concession holders who had the same name.<sup>2</sup> On 18 December 1712, Prince Nicolae Alexandru Mavrocordat wrote to the sheep *gorștinari* in Iași district not to take the *gorștina* after the sheep of Socola Monastery: “the nuns of Socola monastery complained, saying that the monastery has 162 sheep and you ask them for the *gorștina*, and it was announced at *Cochii Vechi* that monasteries need not give the *gorștina*. Therefore, I send you a letter my lords to leave them in good peace, give them no trouble, for it was announced at *Cochii*: monasteries need not give *gorștină*”.<sup>3</sup> Another mentioning occurs in *Condica lui Constantin Mavrocordat* on 15 October 1741: “the sum of sheep *gorștina*, as it was when announced at *Cochii vechi*”.<sup>4</sup> In the same year, on October 22, “the taxes were sold”<sup>5</sup> at auction (*mezat*). On 27 July 1742 a princely order given to regional tithe collectors regarding the collection of the tithe and *gorștina* was recorded: “19 letters were written, given to regional tithe collectors to have to collect the tithe after beehives and the *gorștina* of boars as it was announced at *Cochii vechi* this year”.<sup>6</sup>

For the second half of the 18<sup>th</sup> century, thanks to treasury accounts, we know of other taxes leased through auction at *Cochii vechi*. In the year 1763, “the duty of

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<sup>1</sup> Ovid Sachelarie and Nicolae Stoicescu, *Instituții feudale din Țările Române. Dicționar* (Feudal institutions in the Romanian countries. Dictionary) (Bucharest: Editura Academiei, 1988), 110, 295, sub voce.

<sup>2</sup> Sachelarie and Stoicescu, *Instituții feudale...*, 208–209, sub voce.

<sup>3</sup> “jăluiră călugăriț(ă)l(e) di la m(ă)năstiri di la Socola, dzicînd că are m(ă)n(ă)stirea 162 oi și voi le cereț(i) gorștina, și mănăstirile la *Cochii Vechi* s-au strigat să nu dea goștin(a). Deci, viindu-v(ă) carte domnii mel(e) să le dați bună pace, întru nimică să nu le facet(i) învăluială, că așa s-au strigat la *Cochii*: mănăstirile să nu dea gorștină” – Caproșu, *Documente Iași*, vol. III, 383.

<sup>4</sup> “somili goștinilor de oi, precum au agiuns cînd s-au strigat la *Cochii vechi*”.

<sup>5</sup> “s-au vîndut camenile” – *Condica lui Constantin Mavrocordat*, ed. by Corneliu Istrati, vol. III (Iași: Editura Univ. „Al. I. Cuza”, 2008), 108–109, 117.

<sup>6</sup> “19 cărți s-au scris, date desetnicilor pe la ținuturi, să aibă a lua desetina de stupi și gorștina de mascuri, precum s-au strigat la *Cochii Vechi* într-acest an” – Caproșu, *Documente Iași*, vol. V, 155.

tithe [as it] was sold at *Cochii vechi* this year”,<sup>1</sup> and a loss was recorded which was deduced from the taxes of the treasury, “1131 lei and 30 bani – loss of tithe in Putna district from the sum obtained at *Cochii vechi*, which was entrusted to the Master of the Horse, Mihalachi Luciu and was collected on 12 February 1763”.<sup>2</sup> In 1763, the treasury accounts also record “the duty of the wine tax as it was sold in this year at *Cochii vechi*”,<sup>3</sup> as well as a loss in Putna district which was deduced from the treasury accounts “2493 lei and 80 bani – which the *vădrar* (wine tax collector) boyars, who bought the duty of *vădrărit* (wine tax) in this year at *Cochii vechi*, showed that they have lost from the duty in Putna region”.<sup>4</sup> In 1763 too, “the sum of *gorștina* duty [as it] was sold at *Cochii vechi* to Mihalache Suciuc former High Master of the Horse”.<sup>5</sup> In 1776, “the duty of tithe was sold this year at *Cochii vechi* to Chiriță Lucachi”;<sup>6</sup> “the duty of *vădrărit* in this year was sold at *Cochii vechi* to Necolai Roset High Treasurer”,<sup>7</sup> and “the duty of *gorștina* in this year was sold at *Cochii vechi* to Costachi Ghica High Collector of Duties on Spirits”.<sup>8</sup> The leaseholders were recruited from among high officials, who, usually, sub-leased, the starting sum of the auction being arbitrarily fixed by the prince.

When he fixed the salaries and incomes of the officials in the princely chancery in the years 1775 and 1776, Grigore Alexandru Ghica Voivode decided: “and let the charters of these offices, being written after the *Articles* which will be announced at *Cochii vechi*, to be made out by the High Chancellor.”<sup>9</sup> On 1 January 1796, the collection of the princely customs was leased for a year and a half (1 January 1796–31 June 1797), “*The articles of customs duty* as they were announced in this year at *Cochii vechi*”.<sup>10</sup> After a year, on 1 July 1797, the yearly income of the bridges in Iași was leased: “*The articles of bridges*, as they were announced in this year at *Cochii vechi*”.<sup>11</sup>

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<sup>1</sup> “slujba desetinii [după cum] s-au vîndut de la *Cochii Vechi* într-acest anu”.

<sup>2</sup> “131 lei și 30 bani – paguba desetinii de la ținutu Putnii din suma ce-au ieșit la *Cochii Vechi*, care s-au dat în credință asupra dum(nealui) com(i)s(ului) Mihalachi Luci(u) și s-au rădicat <la> 12 fev(ruarie) 1763”.

<sup>3</sup> “slujba vădrăritului după cum s-au vîndut într-acest anu de la *Cochii Vechi*”.

<sup>4</sup> “2493 lei și 80 bani – ce-au arătat dum(nealor) boierii vădrar(i), ce-au cumpărat slujba vădrăritului într-acest anu de la *Cochii Vechi*, că au avut pagubă din slujbă de la țin(u)tu Putnii”.

<sup>5</sup> “suma slujbii goștinii [după cum] s-au vîndut la *Cochii Vechi* dumisale Mihalache Suciuc biv vel com(i)s”.

<sup>6</sup> “s-au vîndut slujba desătinii din anul acesta la *Cochii Vechi*, dumisale Chiriță Lucachi”.

<sup>7</sup> “s-au vîndut slujba vădrăritului din anul acesta, la *Cochii Vechi*, dum(nealui) Necolai Ros(e)t biv vel vist(iernic)”.

<sup>8</sup> “s-au vîndut slujba goștinii din anul acesta la *Cochii Vechi* dum(nealu)i Costachi Ghica vel căm(inar)”.

<sup>9</sup> “și cărțile acestor slujbe scriindu-se după *Ponturile* ce se vor striga la *Cochii vechi*, să se protocaluiască de vel logof(ăt)” – *Sămile Vistieriei Țării Moldovei*, vol. I (1763–1784), ed. by Ioan Caproșu (Iași: Casa Editorială „Demiurg”, 2010), 63, 75, 101, 128, 414, 467, 478.

<sup>10</sup> “*Ponturile slujbii vămii* după cum s-au strigat într-acest an la *Cochi-Vechi*”.

<sup>11</sup> “*Ponturile podurilor*, după cum s-au dat într-acest anu de la *Cochii Vechi*” – Caproșu, *Documente Iași*, vol. X, 1, 115.

The notion of *mezat* (pl. *mezaturi*) originates from the Turkish language and means public selling (of a debtor's goods); auction.<sup>1</sup> In the Principality of Moldavia the first known documentary mention of *mezat* is of 22 February 1743, when Pavel fur merchant took on to repay a debt to Anastasie Simo former Second Provisioner or to give him in exchange a cellar in Târgul de Sus, in Iași: “it has been decided by His Highness the Voivode, in the Council, that the herald shall announce in the town **that a cellar is to be put up for sale at *mezat***, and in three days time the cellar to be sold for as high a price as it can be raised for it and that I shall pay Provisioner Anastasii”.<sup>2</sup>

Selling at *mezat* could be made by force or of one's free will, depending on the causes which brought it about: the impossibility to pay one's debts, division of joint property when the proprietors did not agree on the partition, or simply the owner's wish to sell generated by his lack of money or the economic uselessness of the goods in question. The documents investigated so far are not exhaustive and cannot incontestably represent the general situation, but it seems that there was a difference between *mezat* and *sultan-mezat*, the latter signifying voluntary auction. Any kind of real estate property could be put up for sale at *mezat*: houses and building plots, all kinds of buildings, shops, taverns, cellars, vineyards, mills, estates, gypsies, and also moveable goods: the commodities of a merchant and even books.

**Forced selling was obligatory in case of unpaid debts** and it took place under judiciary control. **The charged persons presented themselves to judgement** before a committee consisting of the High Chancellor (we encountered the names of Iordachi Cantacuzino, Ion Bogdan, and Constantin Balș in the investigated documents), other important boyars, the Metropolitan,<sup>3</sup> and some persons familiar with the question under litigation.

The petitioners had to prove their ownership over the goods they wished to sell at *mezat*, or the fact that they had the right to be paid the demanded debt. On 18 October 1776, Grigore Alexandru Ghica Voivode authorized that the house of Zalman Cașcaval in the suburb Muntenimea de Mijloc should be put for sale at *mezat* in order that the guild of Jews in Iași to recover the expenses caused by the owner's offences, “*which house through the investigation that was made being proved to be justly his*”.<sup>4</sup> On 27 April 1800, Safta, widow to Ion of Brașov asked permission to sell at *mezat* “*a plot she owns rightfully, as her dowry, here in the town of Iași, in the suburb Muntenimea de Mijloc, with the permission of both her*

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<sup>1</sup> *Dicționarul limbii române* (Dictionary of the Romanian language) (DLR), New Series, vol. VI, fasc. 6 (*Mergătoriu – Microbiologie*) (Bucharest: Ed. Academiei, 1966), 465, *sub voce*; Valentin Al. Georgescu, *Preemțiunea în istoria dreptului românesc. Dreptul de protimis în Țara Românească și Moldova, Bucharest* (Pre-emption in the history of Romanian law. Priority right in Walachia and Moldavia) (Bucharest: Editura Academiei, 1965), 233.

<sup>2</sup> “așe au hotărît măriia sa vod(ă), de la Divan, ca să strige crainicul în târgu să **s(e) scoată pivnița la mezat** și păr' în trii dzile cît ar ieși prețul pivniții, într-atîta să o vînd și să plătescu dumisale jic(niceriului) Anastasii” – Caproșu, *Documente Iași*, vol. V, 202.

<sup>3</sup> *Ibid.*, vol. VI, 30; *Ibid.*, vol. VII, 189–190; *Ibid.*, vol. IX, 333; *Ibid.*, vol. X, 155.

<sup>4</sup> “carele casă prin cercetarea ce s-au făcut, dovedindu-se că este dreptă a lui”.

mother and her present second husband, Dumitru Pav(e)lu”,<sup>1</sup> in order to pay some debts. On 16 June 1756, Constantin Mihai Cehan Racovița Voivode confirmed to Anița, wife of merchant Ionița Pană, her right to put up for sale at *mezat* the house of her brother, Dumitrașcu Pascal, for a debt: “asking the guardians for their answers, they themselves acknowledged that Anița has the right to take this money, 550 lei, because she did not manage to take it from the deceased”.<sup>2</sup>

After the decision of the court which demonstrated that the solution to sell the goods at *mezat* was the most suitable, the creditor or debtor demanded from the Princely Council the order to begin the actual sale and to fix the date of the auction. On 14 August 1753, Axintie and Maria sold to Ovanes a shop in Băibărăcărie and an acre of vineyard in Șorogari: “after the deaths of their parents and their brother Hogecu remaining many debts of the parental house, it remained after the judicial decision to sell some of the parental legacy to pay the debts and the care for the dead; and they put up a shop in Băibă(ră)cărie, with grounds and all, for sale at *mezat*, and an acre of vineyard in Șorogari”.<sup>3</sup> On 11 June 1755, in order to resolve the quarrel between Maria, mother to Mihaiu treasury clerk and Anița, wife of the deceased Postolachi shoemaker in Iași, “those boyars judged to make a search what can be found from Postolachi and to put that up for sale at *mezat* and to sell and to pay the money”.<sup>4</sup> On 16 June 1756, the wife of merchant Ionița Pană was given the right to put up for sale the house of her brother, Dumitrașcu Pascal at *mezat* for a debt: “it was judged before my honest and pious boyar, Iordachi Cantacuzino former High Chancellor, the case of Anița, wife of merchant Ionița Pană, respectively Toader Scorțâscul from the treasury and merchant Chirița, guardians of Dumitrașcu Pascal who died. Anița asked the guardians to give her 550 lei, the price of her houses that she sold to Dumitrașcu, her brother, and since it happened that Dumitrașcu Pavel died, he did not manage to give the money to Anița. [...] The guardians also demanded for the houses to be sold to take their money. Hence I give permission to Anița by this document to put the houses up for sale at *mezat*”.<sup>5</sup> On 31

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<sup>1</sup> “un loc ci-l are drept al ei, de zăstri, aice, în oraș(ul) Ieșii, la mahalaoa Muntinimii de Mijloc, cu priimire atît a mumii sale, cît și cu a bărbatului ei acest(a) di al doile, Dumitru Pav(e)lu”.

<sup>2</sup> “întrebîndu-se pe epitropi ce au a răspunde ei singuri au mărturisit cum că are dreptate Anița a lua acești bani, 550 lei, căci n-au apucat a lua de la mort” – Ibid., vol. VI, 30; Ibid., vol. VII, 274; Ibid., vol. X, 299–300..

<sup>3</sup> “după moarte părinților și a fratelui Hogecu rămîindu multe datorii a casii părintești, au rămas după giudecată să s(e) vînză din rămășiți părințăști să s(e) plătiască datoriiile și grijă morților; și s-au scos și o dugheană din Băibă(ră)cărie, cu locu cu totu, la mezatu, și un pogon de vie la Șorogari”.

<sup>4</sup> “acei boieri au giudecat să să cerci și ce s-a găsi de a lui Postolachi să să scoată la mezat și să vîndză și să plătească banii”.

<sup>5</sup> “s-au giudecat de față, înainte a cinstit și credincios boierul domniei mele dumnealui Iordachi Cantacuzino biv vel logofăt, Anița femeia lui Ionița Pană cupețul și cu Toader Scorțâscul ot vistierie și Chirița negușitor, epitropii lui Dumitrașcu Pascal care a murit, cerșind Anița de la epitropi să ia 550 lei, prețul caselor ei ce le-au vîndut lui Dumitrașcu, fratele său, și tîmplîndu-să de-au murit Dumitrașcu Pascal n-au apucat să dea banii Aniții

October 1798, Panaite Costandin, former High Purveyor mentioned “in the petition he gave to his Highness the Voivode, Panait Costandin, *being forced by judicial decision to pay a sum of money he owes to some persons*, and having no means to pay that debt, wishes to sell at *sultan-mezat* a tavern with a stone cellar with seven shops with their whole ground in Târgul Făinii and another plot on which there is a stranger’s building with a long term rent, so that with the raised money to pay his creditors”.<sup>1</sup>

The entire sale procedure took place under the control of the Princely Council where the persons who petitioned to put some goods up for sale at *mezat* presented themselves. Irrespective of the place they lived in, they had to go to the capital of the country or to send an authorized agent to Iași to resolve the problem. The Council also issued, after the conclusion of the *mezat*, the ownership documents for the purchasers. Archival documents record the following situations of sale at *mezat*: **the creditor explained the motive and demanded from the Prince the sale of the goods** under litigation in order to recover his/her money; **the debtor demanded by his/her free will the sale** of some of his/her goods in order to pay his/her debts; **the owner wished to sell at *mezat* some goods which were no longer useful to him/her**; in this case a princely decision was sufficient.

**The creditors who could not recover a borrowed sum of money** were confronted with different situations in practice:

a) **the debtor would not pay his/her debts.** On 1 February 1761, “Vasile Chistruilul with his brother Ian(a)che and his mother, owing 200 lei to the priest Teofil of Sfânta Vineri, mortgaging a house, with a term of 6 months [...]; *and the term expiring, not only failed to give the money to the priest, but Vasile fled to Poland*; the priest, seeing that the term expired and Vasile fled, filed a petition to Your Highness, and after his petition he was given a princely letter to sell the house to anyone and at any offered price and to take the money. And putting the house up for sale at *mezat*, it was announced by auctioneers for 4 months and the house reached 103 lei at *mezat*.”<sup>2</sup>

Maria shoemaker and her son Costachi from Iași were some of the badly paying debtors of the 1790s. They borrowed 200 lei from Matei shoemaker through

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<...>. Ş-au cerşut şi epitropii ca să să vîndă casele şi să-şi iei banii. Pentru care dar, iată că s-au dat volnicie Aniței prin cartea aceasta a domniei mele ca să aibă a scoati casele la mezat”

<sup>1</sup> “prin jaloba ce au dat mării sale lui vodă dumnealui Panait Costandin că fiind silit de judecată ca să plătească o sumă de bani cu care iaste dator pe la unii şi alții şi neavînd chip cu care să plătească acea datorie, voieşte să vînză cu sultan-mezat o crîciumă cu pivniță de piatră cu şapte dughene cu tot locul lor în Tîrgul Făinii şi cu alt loc pe care iaste bina străină şi plăteşte bezmen, ca cu banii ce vor ieşi să plătească creditorilor” – Ibid., vol. V, 496, 578, 761; Ibid., vol. VI, 30; Ibid., vol. X, 199.

<sup>2</sup> “Vasile Chistruilul şi cu frati-său Ian(a)che şi cu muma lui, fiind datori cu 200 lei preotului Teofil de la Sfînta Vineri, puindu amanet o casă, cu vade pînă la 6 luni <...>; şi plinindu-se vedeaoa, nu numai că n-au dat preotului banii, ci încă au şi fugit Vasile în Ţara Leşască; preotul văzînd că vadeaoa au trecut şi Vasile au fugit, au dat jalbă mării tale şi, după jalba lui, i s-au dat carte gospod ca să vîndă casa oricui şi cu ce preţu ar găsi, să-ş(i) ia banii. Şi scoţînd casa la mezat s-au strigat de telali în 4 luni de zile ş-au ieşit casa la mezat pînă la 103 lei” – Ibid., vol. VI, no. 285.

Andrei shoemaker who guaranteed for them before the creditor. “*And because Maria shoemaker with his son Costachi had not paid the money back by the term they fixed, moreover 5 more years passed after the term and the debtors could not pay the money, that Mateiu shoemaker, the creditor could no longer wait, therefore he sued Andrei, the petitioner, who being obliged by the judicial decision to make the payment as a guarantor, stayed for some time in Varțai prison [...]. Then bringing this Maria with her son too to pay this debt and they having no other means to pay the money, put up for sale a house left by Mașteiu, her husband, and announced at mezat many times, the price of the house did not cover the owed sum of money, and seeing Andrei that no other way remains to recover the money, he made an arrangement with the named debtors and he bought the house himself for 280 lei with the document made before the suburbanites. Then being asked by the sellers to let them stay in that house until Saint Dimitrie, he let them, giving in their hand a certificate; and ten months and 14 days have passed after the term and they did not leave the house, moreover, they take rent from other strangers whom they let into the house. Because of this he demanded to find justice by judicial decision, namely, let either it [the house] be given in his possession, or the money, the debt with interest, be paid to him*”.<sup>1</sup>

b) **The debtor was unable to pay his debts:** on 26 February 1766, the great boyars judged the case between merchant Ioniță Tudori, creditor and Lupul, soldier of the Agie<sup>2</sup>, debtor, owning 160 lei: “*Lupul petitioning that becoming indebted to Tudori by 160 lei from selling a vine and having no money to pay him, wishes to sell a house he has and to return the money; and Lupul asks for his house not to be sold now in winter’s time, in haste, at a low price, but to be given a term to sell it at its [real] price and to pay his debt. And I fixed a term for Lupul to stay in his house until the end of April and until then to find a customer to sell his house and to pay the money to Tudori until this date. And if Lupul will not sell his house until the above pointed out term, or give the money to Tudori, then let the house be put up for*

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<sup>1</sup> “Și fiindcă Maria ciobotărița cu feciorul ei Costachi nu numai ca la vadea ce ș-au pus, banii n-au plătit, ci încă a mai trecut și alți 5 ani piste vade și îndatoriții n-au avut puțință ca să plătească banii, acel Mateiu ciobotariul, îndatoritoriul, n-au mai putut aștepta mai mult, ce au tras la giudecată pe Andrei jăluitarul, carele fiindu îndatorit de la giudecată să plătească ca un chizăș plata, au stătut cîva vreme la închisoare Varțai <...>. Apoi aducînd și pe această Marie cu feciorul ei ca să plătească datoria aceasta și ei încă neavînd altă puțință de plata banilor, au scos vînzătoare o casă ce au rămas de la Mașteiu, bărbatul ei, și strigîndu-să la mezat în multe rînduri, n-au ieșit prețul casăi suma banilor datorii, și vîzînd Andrei că alta nu rămîne de a-și împlini banii, au făcut învoială cu numiții datornici și au cumpărat el casa drept 280 lei cu zapis făcut înaintea mahalagiilor. Apoi rugîndu-l vînzătorii casei să-i lese să mai șadă într-acea casă pînă la Sfeti Dimitrie, i-au lăsat, dîndu-le și sinet la mîna lor; și de la vade sunt trecute zece luni 14 zile și ei casa nu au deșărtat, ce încă mai vîrtos iau chirie de la alți străini ce i-au lăsat ei în casă. Pentru care au cerșut ca prin giudecată să-și afle dreptate, adică ori casa să i să dea întru a lui stăpînire, ori să-i plătească banii, datoria cu dobînda lor” – Ibid., vol. X, 199.

<sup>2</sup> Administrative organ having the task of maintaining public order.



sale at *mezat* and be sold”.<sup>1</sup> On 15 March 1778, merchant Neculai Căplan sold to Captain Coste several “outbuildings” in Lower Town Street because “of the mishaps that occurred in this time I have become indebted to some people with a large sum of money, and *having no means to pay them*, all these outbuildings [...] I put up for sale and they were announced at *sultan-mezat* for a year”.<sup>2</sup> On 31 October 1798, Panaite Costandin, former High Purveyor asked Prince Alexandru Ioan Calimah to order a tavern with a stone cellar and seven shops in Târgul Făinii to be sold at *mezat* in order that he may be able to pay his debts: “in the petition he submitted to me, Panait Costandin, former High Purveyor showed that being forced by judicial decision to pay a sum of money he owes to some persons, and *having no other means to pay his debt*, he wishes to sell at *sultan-mezat* a tavern with a stone cellar with seven other shops with their whole ground in Târgul Făinii and another plot on which there is a stranger’s building with a long term rent, so that with their price to pay the creditors to whom the petitioner owes something”.<sup>3</sup>

Often, the debts had not been directly incurred by the person charged with them, being only inherited from different family members, in most of the cases **deceased spouses, parents, siblings**. Property having a well established system during the entire researched period, in the case of debts incurred by husbands, the surviving widows had to pay. This was the case with Anița, widow of Postolachi, shoemaker in Iași, who on 11 June 1755, had to sell a shop to pay a debt to Maria, mother of treasury clerk Mihaiu, a debt incurred by her husband before he died: “they found no other thing from Postolachi apart from this shoemaker’s shop on the plot of Gălății monastery. And being put up for sale at *mezat* there was none to buy it and *it was given completely* to Maria for that money”.<sup>4</sup> Similarly, on 21 June 1768, Catrina, wife to the late treasury clerk, Ioniță Nacul, because “after her husband’s death some debts remained and being unable to pay the debt, she has put up the

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<sup>1</sup> “jăluind Lupul c-au rămas dator lui Tudori cu 160 lei din vânzare unui vin și *neavînd cu ce să-i plătească banii vra să-i vîndă o casă ce are și să-și înplinească banii; și cere Lupul să nu i să vîndă casa acmu la vreme de iarnă, în grabă, fără de preț, ce să i s(e) pui vade ca să vîndă cu prețul ei și să-i plătească datorie. Și i-am pus vade Lupului ca să-și șadă în casa lui păr-la sfîrșitul lunii lui aprilie și pînă atunce să-și caute muștirea ca să-și vînză casa și să-i plătească banii lui Tudori păr-la acest soroc. Iar de nu-și va vinde Lupul casa pînă la soroc de mai sus arătat, nici îi va da banii lui Tudori, atunce să s(e) scoată casa la mezat și să s(e) vînză”.*

<sup>2</sup> “din întîmplările vremilor ce s-au întîmplat rămîindu datori pe la unii și alții cu multă sumă de bani și *neavînd nici o facire sau puțință de bani ca să le plătesc*, toate aceste acareturi <...> le-am scos vînzătoare și s-au strigat la sultan-mezat mai un an de zile”.

<sup>3</sup> “prin jaloaba ce au dat către domnie me Panaite Costandin biv vel sulg(er) au arătat că fiind sîlit de cătră giudecată ca să plătească o somă de bani, cu cari este dator pe la uni și alții și, neavînd alt chip de plata datorii salî, voiești să vînză prin sultan-mezat o crîcimă cu pivniți de peatră, cu alte șapte dugheni cu tot locul lor în Tîrg(ul) Făini, și alt loc pe cari este bina străină și plătește bezmăn, ca din prețul acestora să plătească creditorilor acelora ce au a lua de l(a) jăluitor” – Ibid., vol. VI, 599; Ibid., vol. VII, 448; Ibid., vol. X, 239–240.

<sup>4</sup> “altă n-au găsit de a lui Postolachi fără) numai această dugheană în Cizmărie, pe locul mănăstirii Gălății. Și scofîndu-se la mezat nu s-au aflat nime să o cumpere și s-au dat de istov Marii pentru acei bani” – Ibid., vol. V, 578.

houses she has here in Iași for sale”.<sup>1</sup> Finally, Gheorghe Tăutul, *vornic de poartă*<sup>2</sup> in a testimony of 1 December 1796, referring to border issues, mentioned a house in the suburb Muntenimea de Jos, the property of Anița, wife of the late Sămion, who “because she remained encumbered with debts both for her husband’s and her children’s care and having no other means to pay, has put this house up for sale”.<sup>3</sup>

Quite often children inherited together with their deceased parents’ goods their unpaid debts too. On 14 August 1753, “after the deaths of their parents and their brother Hogecu remaining many debts of the parental house [Axintie and Maria] put up a shop in Băibă(ră)cărie, with grounds and all, for sale at *mezat*, and an acre of vineyard in Șorogari, [...] for 160 lei. [...] And with this money their parents’ debts were paid and with other things which were sold.”<sup>4</sup> On 23 February 1798, Meier, son of the Jew Herșul from Iași gave merchant Frangoli Alexiu two and a half acres of vineyard in Copou, on the estate of Trei Ierarhi Monastery in exchange for a shop in Iași, “having to take 470 lei and their interest [...] from a Jew, Herșul sin Avram. And having mortgaged for that money a shop here in Iași and at the term of the deed failing to give the money and, moreover, being away in Botoșani and happening to die there, and Master Frangoli, after the petition submitted to His Highness the Voivode, by means of the princely note, put up the shop for sale; [...] and at the announcement of the *mezat* I bid too, and the shop remained to me for a price of 450 lei, and none bidding higher than me, it remained for me to give the money”.<sup>5</sup>

Goods being in joint property until late, there were circumstances when brothers had to sell at *mezat* goods owned by another brother, usually dead, in order to be able to pay his debts, otherwise the inheritance could not be validated. On June 16, 1756, Anița, wife of merchant Ioniță Pană obtained the right to put up the house of her brother, Dumitrașcu Pascal for sale at *mezat* in order to pay a debt: “Anița asked the guardians to give her 550 lei, the price of her houses that she sold to Dumitrașcu, her brother, and since it happened that Dumitrașcu Pavel died, he did not manage to give the money to Anița. Now the guardians possess all Dumitrașcu’s

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<sup>1</sup> “după moarte bărbatului ei au rămas cîțva bani datorie și neavînd nici o puțință ca să plătiască datoria, au scos casăle ce are aice în Iași la vînzare” – Ibid., vol. VI, 742–743.

<sup>2</sup> High official of the princely court who decided which cases to be discussed in the Princely Council.

<sup>3</sup> “fiindcă au rămas însărcinată cu datorii atît pentru grijile soțului ei cît și a copiilor și neavînd alt chip de plată, au scos la vînzare casa aceasta” – Ibid., vol. X, 81.

<sup>4</sup> “după moarte părinților și a fratelui Hogecu, rămîindu multe datorii a casii părințești <...Axintie și Maria> au scos o dugheană din Băibă(ră)cărie, cu locu cu totu, la mezatu, și un pogon de vie la Șorogari, <...> dreptu 160 lei. <...>. Și cu acești bani s-au plătit datorii părințești și cu altil(e) ce s-au mai vîndutu”.

<sup>5</sup> “avînd dumilui a lua 470 lei și dobînda lor <...> de la un Herșul sin Avram jîd(o)v. Și avînd amanet pentru acei bani o dugheană a sa de aice din Ieși și la vadelile zapisilor neurmînd el a da banii și încă lipsind și de aice la Botoșeni și tîmplîndu-i-si și moarte acolo și giupînul Frangoli după jaloba ce au dat la mările sa vodă, prin țidulă g(os)pod s-au scos dugheana la vînzare; <...> și la strîigare mezatului adăogînd și eu, și au rămas dugheana asupra me, cu prețul 450 lei, și nemaiađogînd nimni alții peste mini, am rămas eu dator a da banii” – Ibid., vol. V, 496, 761; Ibid., vol. X, 148.

wealth together with the houses. Therefore, the guardians being asked for their answer, they themselves acknowledged that *Anița has the right to take this money*, the 550 lei, because she did not manage to take it from the deceased. The guardians only said that they had not found any money at the deceased, apart from merchandise in the shops [...]. And the guardians also demanded for the houses to be sold to take their money. Hence I give permission to Anița by this document to put the houses up for sale at *mezat*”.<sup>1</sup> On 28 November 1798, Gheorghie, former *polcovnic* (colonel), brother and heir to the late captain of infantry Manolachi Zugravul sold to Purveyor Chiriac Floca a vineyard and some household goods of Manolache, for “my brother, Manolache remaining greatly in debt and the creditors demanding their money to be returned to them, [and] by the order of His Highness, the Voivode I have put up all my brother’s household goods for sale at *sultan-mezat* to be sold so that I can pay those debts”.<sup>2</sup>

Most debts settled by *mezat* were made to a private individual, but there were other situations as well. We know about a case of unsettled debt to the Russian treasury “from former years when the Russians were here in the country”:<sup>3</sup> “remaining Thoma Sendulache somewhat indebted to the treasury of the Russian Empire after services of the treasury in which he and some other comrades of his were involved, for which money he was made on the basis of his deed to pay, he has pointed out that some of his comrades who had served at that time owe him some money. From among his debtors he has shown that he is to receive from *Postelnicel*<sup>4</sup> Neculache [...] 2203 lei, having as a guarantee the deeds of the houses with their entire grounds. [...] on 4 February 1776] he demanded to put up the houses of the mentioned *Postelnicel* Nicolache for sale at *sultan-mezat* to be sold and to be paid the money owed by *Postelnicel* Nicolache which are to be taken by Thoma Sendulache to pay himself his debt to the Russian treasury”.<sup>5</sup> The whole document

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<sup>1</sup> “cerșind Anița de la epitropi să ia 550 lei, prețul caselor ei ce le-au vîndut lui Dumitrașcu, fratele său, și tîmplîndu-să de-au murit Dumitrașcu Pascal n-au apucat să dea banii Aniții. Acum epitropii mortului stăpînesc toată avere lui Dumitrașcu împreună și casele. Deci, întrebîndu-se pe epitropi ce au a răspunde ei singuri au mărturisit cum că are dreptate Anița a lua acești bani, 550 lei, căci n-au apucat a lua de la mort, numai atît au răspuns epitropii că ei bani gata n-au găsit la mort, făr-decît marfă prin dugheni <...>. Ș-au cerșut și epitropii ca să să vîndă casele și să-și iei banii. Pentru care dar, iată că s-au dat volnicie Aniței prin cartea aceasta a domniei mele ca să aibă a scoati casele la mezat”.

<sup>2</sup> “fratele meu Manolache rămîind dator cu mulți bani și creditorii făcînd cerire ca numaidecît să li să înlincească banii, [și] din poronca mării sale lui vodă am scos la sultan mezat toată avere fratelui meu, mișcătoari, și să să vînzî spre plata acei datorii” – Ibid., vol. VI, 30; Ibid., vol. X, 204–205.

<sup>3</sup> “din anii trecuți de la vreme cînd au fost muscalii aice în țară” – The military occupation of 1769–1774.

<sup>4</sup> A court official subordinated to the *postelnic*, seneschal.

<sup>5</sup> “rămîind Thoma Sendulache dator cu cîțva bani la hazneaoa împărății rusăști după slujbe a visterii la care au fost atunce mestecat el cu alți tovarăși ai sei, pentru care bani fiind apucat după zăpăsul seu ca să-i plătească el încă au arătat că are să ia sume de bani de pe la unii și alții din tovarăși ce au avut slujbe în vreme de atunci. Dintre care datornici ai sei au arătat că are să ia și de la Neculache postelnicel <...> 2203 lei, avînd amanet și scrisorile caselor cu

suggests that in the case of selling goods at forced auction to settle some debts owed to the state, the procedure was simplified.

A guild could also be among the creditors. On 18 October 1776, the guild of Jews in Iași wished to recover their expenses caused by the offences committed by Zalman Cașcaval from the suburb Muntenimea de Mijloc, and they asked the permission to put up his house for sale at *mezat*: “since Zalmăn Cașcaval, a local Jew from Iași, in the past months, on August 14, getting up on the night before the Assumption of Mary, madly hurt nine men, whom he cut with an axe, while they were asleep in their houses. Having been caught since then, he was put to prison. And one of the injured people even died, and the expenses both on treatments used with the injured, and on the doctors sent by me [Grigore Alexandru Ghica] to see them and the ready money given to the wives of the injured men, some of whom are not yet completely healed were calculated. And for those expenses, I have decided that all the Jews of Iași have to pay [...] for that deed of Cașcaval the Jew. Now, by means of the petition they submitted to me [...] the Jews asked for his house and plot to be sold and to recover some of the money they gave for Cașcaval the Jew, that they may not sustain the loss completely”.<sup>1</sup>

In other cases, the creditor was the Prince of the country himself. In 1776, the wife of the late Iordachi Costachi, former High Treasurer gave up her right to inheritance so that Grigore Alexandru Ghica might recover a debt of 25,000 lei by selling at *mezat* the goods left by her husband: “His Highness caught me with the deed of my husband to give him the above mentioned money. As I could not answer, His Highness sought justice at His All-Holiness the Father Metropolitan and at the high boyars asking me to be present as well [...], being unable to answer with money, I gave up my husband’s legacy. Therefore the All-Holy Father and all the boyars made this decision according to justice: [...] that the debt to His Highness to be settled out of my husband’s things. Therefore, since my late husband’s things consisted only of the houses in Iași, a cellar with a tavern and with 2 shops in Târgul de Gios, and an estate with mills, namely Torcești, in the district of Tecuciu, after the judicial decision His Highness putting up all these things for sale at *mezat* and announcing them for a time, none gave for these things more than 12,200 lei, and

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tot locul lor. <...la 4 februarie 1776> au cerșut ca să scoată casele numitului Nicolache post(elnice) la sultanu mezat să se vînză ș(i) să se plătească banii datorii lui Nicolache post(elnice) ce are să ia Thoma Sendulache ca și el să plătească de datoriia haznelii rusăști” Caproșu, *Documente privitoare la istoria...*, vol. VII, 215–216.

<sup>1</sup> “de vreme ce Zalmăn Cașcaval, jidov de aici din Iași, în trecutele luni, la luna august 14 zile, sculîndu-se noaptea înspre Sîntă Maria Mare, cu nebulie, au rănit pe nouă oameni, pe care i-au tăiat cu toporul, fiind ei adormiți pe la casele lor. Și prinzîndu-se de atunci, s-au pus la închisoarea temniței. Și dintr-acei răniți au și murit unul, și făcîndu-se cheltuială, afit cu doftoriile ce s-au cheltuit, cu acei răniți, și cu doftorii ce-au fost rînduiți de domnia mea <Grigore Alexandru Ghica> de i-au căutat, cît și cu bani gata ce s-au dat la femeile oamenilor acelor răniți, care oameni încă unii nici pînă amu tot nu s-au tîmăduit bine. Și pentru acea cheltuială am hotărît domnia mea de au dat toți jidovii de aici din Iași <...> pentru acea faptă a lui Cașcaval jidovul. Acmu, prin jaloba ce-au dat domniei mele <...> au cerșut jidovii ca să i să vîndă casa cu locul ei, să-și plinească din banii ce au dat pentru Cașcaval jidovul, ca să nu rămîie ei de tot păgubași” – Ibid., vol. VII, 274.

His Highness gave above this sum another 7,550 lei which made 19,550 lei, and he took it as a repayment of the debt, and His Highness is still to receive 5,250 lei from my husband. And for this money which is yet to be received by His Highness, the things that can be found from my husband will be taken by His Highness, except the dowry given to our sons-in-law.”<sup>1</sup> It can be observed during the entire length of the studied period that property rights were fundamental, being respected even by the Prince of the country himself.

**Selling at *mezat* was applied in the cases when it was impossible to lift the mortgage from some real estate properties.** Before 3 May 1759, Ivan Caraferiali, grocer of Iași and his wife, Maria “owing to Master Nicoli Sulioti, merchant of Goliia six hundred lei, new money [...] we mortgaged these five shops [...] and] being unable to pay in money [...] we gave the shops [...] to be sold at *mezat*”.<sup>2</sup> On 3 March 1766, the estates, vineyards, houses, cellar, and gypsies of Master of the Horse Ștefan Buhăiescul were put up for sale at *mezat* because he “became indebted to Hajji Sachelarie for his and his parents’ needs by 6000 lei [...]. And seeing that the time passes and he does not pay, his needs forced him to acquaint the Prince and the Council with his complaint and bringing the Master of the Horse to the Council, he was asked whether he was indebted according to his deed and he did not deny it. Being asked whether he can pay the money or should his deposits be sold at *mezat*, he answered that he could not meet the demand with money, but only by selling his guarantees, because he had no other means”.<sup>3</sup>

**Selling at *mezat* was often imposed to resolve the inheritance of goods in joint property.** On 1 August 1756, Iordana, cousin of Catrina, daughter of Costandin Cațichi, received from Sandul and Ioniță Cațichi 60 lei, Catrina’s part

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<sup>1</sup> “apucându-mă măriia sa cu zăpășul bărbatului meu ca să dau acei bani de sus arătați, și eu neavînd ce răspunde, ș-au cerut măriia sa dreptatea la preosvinția sa părintele mitropolitul și la dumnealor veliții boierii și chemîndu-mă și pe mine față <...>, eu nedîndu-mi mîna ca să răspund cu bani, m-am lepădat de clironomiia bărbatului meu. Deci așa au hotărît preosvinția sa părintele și toți boierii după dreptate: <...> ca din lucrurile bărbatului meu să se împlinescă datoriia mării sale. Deci fiindcă de ale răpousatului bărbatului meu din alte lucruri nu s-au aflat, fără numai casele din Iași și o pivniță cu crăcimă și cu 2 dugheni în Tîrgul de Gios și o moșie cu mori, anume Torcești, la ținutul Tecuciului, și după hotărîrea judecății scoțîndu-le măriia sa la *mezat* lucrurile aceste și strigîndu-le cîtăva vreme, mai mult nimene n-au dat pe aceste lucruri decît 12 200 lei, iar măriia sa au dat piste suma aceasta încă 7 550 lei, care s-au făcut 19 550 lei, și l-au primit în datorie ce are să ia și tot mai rămîne măriia sa să mai iei de la bărbatul meu 5 250 lei; și pentru acești bani ce au mai rămas să mai iei măriia sa, cele ce ar mai găsi de ale bărbatului meu va lua măriie sa, în afară din cele ce sunt date zestre ginerilor” – Ibid., 189–190.

<sup>2</sup> “fiind noi datori dumisale giupînului Nicoli Sulioti neguțătorul din Goliia cu șasă sute lei, bani noi <...> am pus zălog aceste cincii dugheni <... și> neavîndu puțință ca să pletesc cu bani <...> l-am dat <...> ca să vîndă la *mezat*”.

<sup>3</sup> “s-au îndatorit de la haji Sachelarie pentru a sa și părințască trebuință cu 6000 lei <...>. Și vîzîndu că trece vreme la mijloc și banii nu-i plătește, nevoia l-au silit de au înștiințat domnia și Divanul cu jalba sa și aducîndu pe com(isul) la Divan, s-au întrebat de iaste dator după zapisele lui și n-au tăgăduit; și întrebîndu-se de are puțință să plătească bani ori să-i vîndă zăloagele la *mezat*, el au răspuns că cu bani nu poate să răspundă, ce numai să-i vîndă amaneturile, că altă putere n-are” – Ibid., vol. VI, no. 208; Ibid., vol. VII, 31–32.

from the sale of the paternal house: “coming with a letter from my cousin, Catrina, to be given her part from the paternal house [...] and going to court with Master Sandul and his brother, Ion, before Master Ion Bogdan High Chancellor who decreed that the house must be divided in three parts; 2 parts to be taken by Master Sandul and his brother Ion, the third part to be taken by my cousin, Catrina. And the house was put up for sale at *mezat* and a price of 180 lei obtained for it, the house having been bought for 60 lei; and after the process I sat down with them and they gave me 60 lei, my cousin Catrina’s part, the third part of the sum received for the house at *mezat*”.<sup>1</sup> As one may observe, the operation could be carried out by authorized agents as well. Finally, on 1 April 1789, “after the petition submitted to His Highness the Voivode, Elena, wife to the late Court Secretary Sandul Veisa pointed out that in the estate Gâmboseni and Rădiu Mare in the district of Iași, owing a land jointly with a brother of hers, namely, Costachi, hat brother of hers had sold his part for good to strangers, and they, wishing to redeem it for themselves but being unable to do so, asked a plot of house here in the town of Iași, in the suburb Muntenimea de Mijloc, which was left to her by her husband, to be sold at *sultan-mezat*. About this she also asked Constandin Veisa from the chancery, uncle and guardian of the children, who pointed out that her sister-in-law’s request was adequate, being more useful to the children a part of the estate than that plot of house”.<sup>2</sup>

**Circumstances under which the owner, by his/her free will, asked the Prince to permit for his/her goods to be auctioned occurred often**, probably because s/he could not find a single purchaser to pay the desired price. One of the causes for selling some goods at *mezat* was that no benefits were gained from their possession. On 8 April 1777, *Medelnicer*<sup>3</sup> Coste Papafil sold a plot of house on Măjilor Street: “*having no need for this plot*, I put it up for sale at *mezat* and none bidding more, only His All-Holiness the Father Metropolitan gave me 255 lei”.<sup>4</sup> On 23 March 1793, Andrei and his son, Chiriac, “owning some houses with grounds

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<sup>1</sup> “viindu eu cu răvaș de la vară-me Catrina, ca să-i dè parte ei din casa părintască <...> și ieșind eu la judecată cu bade Sandul și fratele său, Ion, înainte dum(i)sal(e) giupînului Ion Bogdan vel log(o)f(ă)t, ne-au judecat să se împartă casa în trei părți; și 2 părți să ieie bade Sandul cu frate-său Ion, a treia parte să ieie vara mea, Catrina. Și s-au scos casa la mezat și au ieșit prețul casei o sută optdzăci de lei, care casă au fost cumpărată în 60 lei; și după judecată am stătut la așezare cu dumnealor și mi-au dat șesădzăci de lei, parte vara-mea Catrinei, a treia parte din cît au ieșit casa la mezat”

<sup>2</sup> “după jaloba ce au dat mărie sali lui vodă Elena soție mortului Sandul Veisa izbaș, au arătat că în moșie Gîmboseni și Rădiu Mare de la ținut Ieșii, un bătrîn fiind al ei și a unui frate al ei, anume Costachi, acel frati al ei ș-ar fi vîndut parte lui de istov la alți streini și ei, voind ca să răscumperi pentru ei și neavînd chip, au cerut ca să s(e) vînză cu sultan-mezat un loc de case aice din oraș(ul) Ieșii din mahalaoa Muntenimii de Mijloc ce i-au rămas de la soțul ei; pentru care întrebîndu-se și pe Constandin Veisa ot vist(ierie) unchiul și epitropul copiilor, au arătat că cerire cumnatii sali iasti cu cali, fiind mai de folos copiilor parte de moșie cît locul acel de case” – Ibid., vol. VI, 41; Ibid., vol. X, 155–156.

<sup>3</sup> Court official whose task was to turn water into the prince’s washing basin before meals.

<sup>4</sup> “mie nefiindu-mi trebuitoriu locul acesta l-am scos la mezat și nimine nedînd mai multu, ce numai preosvinție sa părintele mitropolitul me-au dat 255 lei”.

and with stone cellars under them, and *being useless to us*, we put them up for sale and at *sultan-mezat* they were announced by head auctioneer Gheorghe on every street in Iași for 60 days. [...] And we sold these houses to him [Captain Toader Vîrgolici] with a fair agreement for 900 lei”.<sup>1</sup> On 3 March 1794, Toader Balș, former *Pitar*<sup>2</sup> sold Gheorghii Botezatul, the former head of the tailors of Iași a plot besides the wooden church of Saint George: “*being of no use to me*, I gave it to the head auctioneer through my steward, to Șătrar<sup>3</sup> Necola, to sell it at *sultan-mezat*”. On 29 June 1795, Gheorghii, Deacon at the Church of Saint Nicolas the New sold to Ban Mihalachi Luca a plot with two cottages in Muntenimea de Mijloc, because “*having no opportunity for me and my sons to administer it*, I considered to sell that plot by free will”.<sup>4</sup> On 24 September 1796, Neculai Strailat, High Master of the Horse having a pair of houses in the suburb Feredeie and “*having no need of these houses, with all the things and grounds contained in the old deeds*, I put them up for sale at *mezat*”.<sup>5</sup>

On 15 February 1800, Zmaranda Cogălniceanul explained the need which would be resolved by her putting up a plot of house in Sîrbească Street for sale at *mezat*: “after her husband’s death, remaining with 4 girls, two of which were of marrying age, and *having no means to prepare the dowry necessary for them*, petitioned to sell it [the plot] at *sultan-mezat*”.<sup>6</sup> From a border establishing document of 19 January 1808, we find out that an unmentioned proprietor from “here, in the town of Iași, in the suburb Muntenimea de Sus, on Păcurariului Street besides the cemetery of the Venerable Paraschiva’s Church, I have a house with grounds reaching to the fence and with stables and its shed. This being of no use, *in order to help keep up the house I have*, I wish to sell it at *sultan-mezat*”.<sup>7</sup> Also in the year 1800, on September 5, Alexandra and her sons sold to the Purveyor Toader in Iași nine acres of vineyard with an orchard in Buciumi, on the estate of Dancu Monastery, “which were left to me from my husband [...], which vineyards *causing me losses, having no means and help to look after them, being a poor and lonely woman* and also owing 500 lei to Ioan Adămache [...] and considering that *they*

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<sup>1</sup> “avînd noi niște case cu locul lor și cu pivnițe de pîiatră supt casă și nefiindu-ne trebuitoare, le-am scos vînzătoare și la sultan-mezat s-au strigat de Gheorghie telal-baș pe toate ulițele orașului Iașii piste 60 zile. <...>. Și i-am vîndut dumisale <căpitanul Toader Vîrgolici> casele aceste, cu tocmeală dreaptă 900 lei”.

<sup>2</sup> Bread supplier of the Court.

<sup>3</sup> Court official who had in his care the tents of a camp in times of war.

<sup>4</sup> “*neavînd nici un prilej spre chivernisala me și a fiilor mei*, m-am socotit de a me bunăvoie să vînd acel loc”.

<sup>5</sup> “*nefiindu-mi trebuitoare* acești case, cu toate cele ce se află și cu tot locul lor ce se cuprinde prin zapisele vechi, le-am scos la vînzarea mezatului” – Ibid., vol. VII, 369; Ibid., vol. IX, 135, 228, 237, 350; Ibid., vol. X, 62.

<sup>6</sup> “după moarte bărbatului ei, rămîind cu 4 fete, din care două fiind în vrîstă de măritat, și *neavînd cu ce să le facă trebuincioasa zăstri*, au făcut cerire ca să i să vîndă cu sultan-mezat”

<sup>7</sup> “aice în oraș Ieșii, la mahalaoa Muntenimei de Sus, în Drum(ul) Păcurariului lîngă țintirumul bisăricii Prepadoabnei Paraschivii, am o casă cu locul ei, cît ține îngrăditură, și cu grajdii și șura sî nefiindu trebuitoare, *spre întîmpinare greutăților casii ce am*, voiesc a o vinde cu sultan-mezat”.

*cause me losses, since in order to cultivate them I borrow money at interest, and because there is none to supervise the work, they yield meagre harvest, so that I cannot make enough money from them to cover my expenses, and adding, apart from the interest on the money, also the interest on the 500 lei borrowed by my husband and increasing day by day [...], because of these reasons, in the petition I submitted to His Highness the Voivode, I demanded for these useless goods to be sold at sultan-mezat”<sup>1</sup>.*

Goods could also be sold at *mezat* because the proprietor left the country. This is how Treasurer Matei Cantacuzino, who planned to settle in Russia, proceeded in the year 1792. In turn, Neculai Cantacuzino and his wife Frăsâna, when they left for good to Walachia, “having some houses here in the town of Iași, in the suburb Feredeii, above the Church of Saint George and on the bank of Pevîtoai Brook [...], and having no need for them, intending to go to live in Walachia, we put them up for sale at *sultan-mezat*”<sup>2</sup>.

The circumstances that made necessary to sell goods at *mezat* are not always explained in the documents. On 6 September 1794, Doctor Fotachi in Iași only said that “*being necessary to sell* the named plot [besides the great gate of the Old Court] together with the buildings I have made on it, [...] constrained by none, by my free will, I went to the High *Agă*<sup>3</sup> and after the procedure which follows I demanded the notice to the head auctioneer [...] and being announced at *sultan-mezat* [...] I sold it to Master Feodor Petrovici”<sup>4</sup>.

**After he received the request to put up something for sale at *mezat*, the Prince entrusted an official to evaluate the goods on the spot.** On 2 May 1768, Grigore Ioan Calimah Voivode ordered some houses in the Serbian Suburb to be assessed and put up for sale at *mezat*, according to the decision taken on the basis of the report submitted by the boyars of the Princely Council. “Two *vornics de poartă*

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<sup>1</sup> “ce-m(i) sunt rămasă di la bărbat <...>, care vii fiindu-mi de pagubă a le ține, neavînd puteri și agiutor a le căuta, fiind fimei săracă și singură și aflîndu-mă și datoare cu 500 lei la dum(nea)lui Adămache Ioan <...> și socotindu-mă că îmi sunt de pagubă cînd pentru lucrul lor cer bani cu dobîndă și di pricină că nu are cine să privigheze cum să lucrează, dau roadă puțină, încît nu-m(i) pot scoate bani ce cheltuiesc, și mai adăogînd pe lîngă dobînda banilor și dobînda acelor 500 lei cu cari s-au împrumutat bărbat(ul) mie(u) și din zi în zi crescînd <...>. Pentru cari, după jaloba ce am dat cătră mărie sa vodă, cerire ca să s(e) vînză cu sultan-mezat acest acaret nefolositor” – Ibid., vol. IX, 322; Ibid., vol. X, 283–284, 335–336.

<sup>2</sup> “avîndu noi niște casă aicea în oraș(ul) Iași, în mahalaoa Feredeilor, din sus de bisărica Sveti Gheorghii și în mal Rîpii Pevîtoai <...> și nefiîndu-ne noaî trebuitori, avî(n)d să mergim la Țara Muntenească să trăim, le-am scos vînzătoari la sultan-mezat” – Ibid., vol. IX, 63–64, 72.

<sup>3</sup> Princely official, answerable for public order, function similar to a present day police prefect.

<sup>4</sup> “avînd trebuință să vînd numitul loc <de lîngă poarta mare a Curții Vechi> împreună cu zidirile ce am făcut pe dînsul, <...> de nimine silît, ce de a me bunăvoie am mersu la d(um)nealui vel agă și după rînduiala ce urmează am cerșut țidulă cătră telal-bașa <...> și strigîndu-să la sultan-mezat <...> am vîndut d(umi)sale chir Feodor Petrovici” – Ibid., 276.



*together with a journeyman carpenter*” were to go to the scene “to assess those houses and these were to be sold at *mezat* to any person that can be found”.<sup>1</sup>

After the assessment, the Prince ordered the auction to be announced so that those interested in it could learn about it. On 17 July 1765, Grigore Alexandru Ghica authorized Toader Parpaniță and some of his brothers to sell the houses owned by one of their brothers: “I have given *my charter* to Toader Parpaniță and to his brother [...] *by which I grant them leave to sell the house of their brother*, Costandin Parpaniță, which on my order was put up for sale at *mezat* in order to pay their creditors, therefore, to be able to sell at any price offered at the *mezat* and to anyone willing to buy”.<sup>2</sup>

Princely charters were not issued in case of voluntary sales when the owner requested for some goods to be put up for sale at *mezat* of his own accord, without being burdened by debts. In these cases a notice (**țidulă**) in which the real estate property was described sufficed. This was given to the head auctioneer to make the necessary advertisements. On 1 December 1778, Constandin, grandson of Andrei, formulated “*a notice about the place I have as an inheritance from my grandfather Andrei, son of dame Dumitrei, which is in Broșteni suburb, in which place I have also a self-made shop; the extent of this plot is: the side towards Gospod cea Mare Street which goes to Podu Roșu 14 princely stînjeni*”<sup>3</sup>; on the back it borders on the fence of merchant Statii which he bought from Toader, the teacher and on the south it borders on Sandul, the torch seller, on the upper end it borders on the day labourer Dumitru’s plot. Between my and the day labourer Dumitru’s plot there is also an alleyway. This plot I gave to Chiriac, head auctioneer to announce it at *sultan-mezat*”.<sup>4</sup> On 27 June 1793, Alexandru, son of Gheorghe Frangole and his cousin, Casandra, proprietors of a tavern with a stone cellar in Târgul Făinii, “having great need of money, *with our notice we put it up for sale at sultan-mezat*”.<sup>5</sup>

The operation of selling at *mezat* was coordinated by those officials who, in the course of time, had had administrative or judicial tasks: **the High hetman**<sup>6</sup>, **the**

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<sup>1</sup> “să margă doi vornici de poartă dimpreună și cu o calfă de teslari ca s(ă) prețaluiască acele cas(e) și să s(e) vînză la mezat oricui s-ar găsi” – Ibid., vol. VI, 733–734.

<sup>2</sup> “dat-am cartea domniei mele lui Toader Parpaniță și fratelui său <...> prin carea îi volnicim și le dăm voi ca s(ă) aibă a-i vinde casile fratelui lor Costandin Parpaniță, carile din porunca domnii mele s-au scos la mezat să să vînză și să-și plătească datornicii lor. Deci, cu prețul ce or ieși la mezat să aibă a le vinde oricui s-ar găsi să le cumpere” – Ibid., 575–576.

<sup>3</sup> Unit of measurement varying between 1.96 and 2.23 m.

<sup>4</sup> “țidulă de locul meu ce am de baștină de la moși-meu Andrei, fecioru babii Dumitrei, ce iaste în mah(alaua) Broșteni, pe care loc am și o dugheană făcută de mini; măsura locului iasti: fața locului dinspre Ulița Gospod cea Mare ce mergi la Podu Roș 14 stînjeni g(ospo)d; din dos să hotărăști locul cu gardul lui Statii negustoriul ce l-au cumpărat de la Toader dascalul și dinspre amiază zi să hotărăști cu Sandul făclierul, din sus să hotărăști cu locul lui Dumitru salahoriul, și pentre locul meu și a lui Dumitru salahoriul iasti și hudiță, pe care loc l-am dat la Chiriac starostile de telali să-l strîge la sultan-mezat”.

<sup>5</sup> “avînd noi mare trebuință de bani, cu țidula noastră am scos-o la sultan-mezat să s(e) vîndă” – Ibid., vol. VII, 483; Ibid., vol. IX, 164.

<sup>6</sup> Commander of the army.

**Aga<sup>1</sup>, the Vornic de Aprozi<sup>2</sup>.** They passed the execution of *mezat* procedures to lower officials: **the Vornic de Poartă, the Vătaf<sup>3</sup>, or the Ceauș de Aprozi<sup>4</sup>.** On 16 February 1766, Grigore Alexandru Ghica Voivode ordered the *Ceauș de Aprozi* to sell at *mezat* the house of Lupu, a tailor in Iași, who owed 160 lei to the merchant Ioniță Tudori from Iași: “we order the *Ceauș de Aprozi* to put the debtor’s house to sale at *mezat*”.<sup>5</sup> On 7 December 1792, Alexandru Constandin Moruzi Voivode ordered the *High Vornic de Aprozi* to announce at *mezat* Constandin Paladi’s outbuildings: “you, High *Vornic de Aprozi*, put the head auctioneer to announce at *mezat*, according to the list, the estates and outbuildings given by Costandin Păladi for sale on every street in the town of Iași as well as in the Princely Council with a term of two months”.<sup>6</sup>

In turn, these officials entrusted the **head auctioneer**, called *telal-bașa*, with carrying out the princely orders. To apply a modern legal term, the *telal-bașa* was the judicial executive of the auction. The order of execution was issued in the form of an “order notice to the head auctioneer for the announcement of the *mezat*”<sup>7</sup> (on 5 February 1795, for the tavern and plot bought at *mezat* by Iordachi Canta former High Treasurer). Finally, the head auctioneer was in charge of the publicity of the sale, called announcing at *mezat* (*strigare la mezat*) by means of the heralds<sup>8</sup> and **telals<sup>9</sup>** who were his subordinates. On 1 June 1792, the **Agia ordered the head auctioneer to announce at the *mezat*** on every street in Iași the property of Matei Cantacuzino who intended to move to Russia: “because Treasurer Matei Cantacuzino [...] put up for sale at *mezat* all his estates and other buildings, for this, hereby, you are given a list with the buildings he has here in the town and you are ordered to announce it on every street and to inform the boyars, merchants, and the entire the community”.<sup>10</sup>

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<sup>1</sup> Chief of the law enforcement agency.

<sup>2</sup> Court official with legal tasks who presented the different issues to the Princely Council and supervised the carrying out of decisions; he also administered debtors’ prisons.

<sup>3</sup> Overseer.

<sup>4</sup> Head of the officials in charge of justice or fiscal affairs, or introducing guest to the court.

<sup>5</sup> “poruncim domniia me *ceauș(ului) de aprozi* să pui casa datornicului să se vînză la *mezat*”

<sup>6</sup> “d(u)m(neata) vel vornic za aprozi, după izvod de moșii și alte acareturi ce au dat d(u)m(nealu)i Costandin Păladi ca să s(e) vîndă, să pui pe telal-bașa ca să le strîge la *mezat* pe toate ulețele orașului Ieșii, cum și în Divan g(os)pod, cu vade de două luni de zile” – Ibid., vol. VI, 599; Ibid., vol. IX, 115.

<sup>7</sup> “țidulă de poroncă cătră telal-bașa, pentru strîgatul *mezatului*” – Ibid., vol. IX, 301.

<sup>8</sup> “And the herald shouting in the town” (“Și strigînd crainicul pin țîrgu”); Caproșu, *Documente Iași*, vol. V., 202.

<sup>9</sup> *Telal* m. (Turkish *tallal*, from Arabic *dellal*, public announcer) – *crainic, pristav, strigător public*, or *strigător la mezat*; Scriban, *Dicționarul limbei românești*, 1306, *sub voce*.

<sup>10</sup> “fiindcă dum(nealui) vist(iernicul) Matei Cant(acuzino) <...> au scos la *mezat* toate moșiile și alte acareturi ca să le vînză, pentru aceea, iată, ți să dă izvod de acareturile ce are aice în oraș și ți s(ă) poroncește ca să strîgi pe toati ulițile să s(e) înștiințazi dum(neal)or boierii, neguțitorii și toți de obștie” – Caproșu, *Documente Iași*, vol. IX, 63–64.



**Octavian Cosman**, *Agora*, 50 x 60 cm, acrylic an oil on canvas, 2006

On 1 April 1798, the **Office of Vornic de Aprozi** ordered **Gheorghi, the head auctioneer to announce at mezat** a building plot in the suburb Muntenimea de Mijloc: “from the Office of *Vornic de Aprozi* to Gheorghi, head auctioneer. Since, in the petition submitted to His Highness the Voivode, Elena, wife to the late court secretary Sandul Veisa [...], requested for a building plot here in the town Iași in the suburb Muntenimea de Mijloc, left to her from her husband, to be sold at *sultan-mezat*”.<sup>1</sup> On 23 December 1799, “from the Office of *Vornic de Aprozi* to Gheorghi, head auctioneer. In the petition that they submitted to the Voivode, the Cup-bearer Ion Carp and Costache, son of the High Steward Iordache, pointed out that besides Saint Nicholas, in the suburb Muntenimea de Sus, Costache has a plot with two peasant houses on it to divide with the Cup-bearer Ioan Carp, and they wish to sell it at *mezat*. Therefore we write to you to announce the said plot at *soltan-mezat*, 40 days, as it is customary, on every street of the town and in the Princely Council”.<sup>2</sup> And on 27 April 1800, the order was given “by the **Office of Vornic de Aprozi to Gheorghi, the head auctioneer**. Because in the petition they submitted to His Highness the Voivode, Safta, wife to the late Ion of Brașov [...] demanded that a plot she has for her own, as her dowry, here in the town of Iași in the suburb Muntenimea de Sus to be sold at *sultan-mezat*, [...] therefore you are ordered to announce it at *mezat* as customary, for 40 days, on every street of the town and in the Princely Council”.<sup>3</sup>

**The concrete way of the announcements** was recorded in a document of 8 March 1798, when Alexandru Ioan Calimah Voivode ordered the sub-prefects in Vaslui district to make the announcement for the 305 *stînjeni* bought by Constantin Bantăș, merchant of Iași in the estate Râșcanii de Sus, in Telejna: “make arrangements for announcements to be made *both there, on the spot, and everywhere in the entire district and on all market days, let the copy of the deeds also be read in everybody’s hearing* for six months”.<sup>4</sup> The announcements were made only on

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<sup>1</sup> “de la Vornicia de aprozi, cătră Gheorghi telal-bașa. Fiindcă, după jaloba ce au dat mărie sali lui vodă Elena soție mortului Sandul Veisa izbaș <...>, au cerut ca să s(e) vînză cu sultan-mezat un loc de case aice din oraș(ul) Ieșii din mahalaoa Muntenimii de Mijloc ce i-ai rămas de la soțul ei”.

<sup>2</sup> “de la Vornicie de aprozi cătră Gheorghie telal-bașa. Prin jaloba ce-au dat mării sale lui vodă dum(nealui) pah(arnicul) Ion Carp și Costache, fiiul stol(nicului) Iordache, au arătat că lîngă Sfeti Neculaiu, în mahalaoa Muntenimii de Sus, are un loc de împărțală cu pah(arnicul) Ioan Carp, cu trii casă țărănești pe loc și vra să-l vînză la mezat. Deci să scrii ca să strigi arătatul loc la sultan-mezat, 40 zile, după obicei, pe toate ulițele orașului și în Divan(ul) domnesc”.

<sup>3</sup> “de la Vor(ni)ci(a) de aprozi cătră Gheorghii telal-bașa. Fiindcă prin jaloba ce au dat cătră măriia sa vodă Safta, soția mortului Ion brașovanu <...> au făcut cerire ca să se vîndă cu sultan-mezat un loc ci-l are drept al ei, de zăstri, aice, în oraș(ul) Ieșii, la mahalaoa Muntenimii de Mijloc, <...> iată ți să poroncești să-l strigi la mezat, după rînduială, în curgire de 40 zili, pe toate ulițele oraș(u)lui și în Divanul g(o)sp(o)d” – Ibid., vol. X, 155–156, 275–276, 299–300.

<sup>4</sup> “să orînduiți ca să s(e) facă poblecații afit acolo, la stare locului, cît și pretudindine în tot țin(u)tlul și pre la toati zilile de țîrg, cetindu-să și copiia zapisului întru auzul tuturor pînă în șasă luni de zile” – Ibid., vol. X, 151.

market days, in fairs, in meeting places, and, of course, at church on major religious holidays, not in every day of the week.

Simultaneously with the verbal announcement, **the real estate properties put up for sale were marked by a cross.** On 1 October 1762, Nastasiia Chistruiasa being unable to pay a debt for which she mortgaged a house “*the vornics de poartă were given princely order to put a cross on the house which is to be sold at mezat*”.<sup>1</sup> On 6 July 1767, Radu, the tailor sold to Avram, the Jew three shops in Iași: “*we put crosses on the shops and the crosses remained on them for three months and they were announced at mezat*”.<sup>2</sup> On 29 June 1795, Gheorghii, Deacon at the church of Saint Nicholas the New sold to Ban Mihalachi Luca a plot with two cottages in Muntenimea de Mijloc “*and thus putting it up for sale, we marked the house, as it is the custom, with a cross as an advertisement*”.<sup>3</sup> A testimony of 1 December 1796 about borders recorded that Anița, widow to Sămion from the suburb Muntenimea de Sus “*put up this house for sale marking it with the sign of the cross as a notification for everyone*”.<sup>4</sup>

**The advertising period varied according to the creditor’s haste or the owner’s interest.** We have seen that on 22 February 1743 the fur merchant Pavel pledged to pay back to Atanasie Simo, former Second Provisioner his debt of 600 lei or to give him a cellar in Târgul de Sus valued to this price consequently to the *mezat* decided by the Princely Council: “*let the herald announce in the town that the cellar is put up for sale at mezat and in three days let it be sold for as high a price as it is offered for it*”.<sup>5</sup> On 1 October 1762, Nastasiia Chistruiasa and her sons, being unable to pay a debt for which they offered a house as mortgage, “*Necula auctioneer was put to announce it at mezat for four months*”.<sup>6</sup> On 6 July 1767, the tailor Radu sold to Avram, the Jew three shops in Iași after “*they remained three months marked with crosses and were announced at mezat*”. On 12 May 1772, Sachelarie Papadimitrie Duca bought the goods of Master of the Horse Ștefan Buhăiescul put up for sale at *mezat* “*and out of the Prince’s and the Princely Council’s order those guarantees were announced at mezat for 30 days by Nicola, the auctioneer*”.<sup>7</sup> On 15 March 1778, merchant Neculai Căplan sold to Captain Coste several buildings in Târgului de Jos Street, “*all these buildings [...] we put up for sale and they were announced at sultan-mezat almost for a year*”.<sup>8</sup>

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<sup>1</sup> “*s-au rînduit pe vornicii de poartă cu poronca g(os)pod de au pus cruce casăi să să vînză la mezat*”.

<sup>2</sup> “*am pus cruci dughenilor și au șazut trii luni cu cruci și s-au strigat și la mezat*”.

<sup>3</sup> “*și așe scoțîndu-l la vînzare am pus, după obicei, și cruce pe casă spre publicație*”.

<sup>4</sup> “*au scos la vînzare casa aceasta puind și sâmnu crucii spre înștiințare tuturor*” – Ibid., vol. VI, no. 426, 705; Ibid., vol. IX, 350; Ibid., vol. X, 81.

<sup>5</sup> “*să strige crainicul în tîrgu să s(e) scoată pivnița la mezat și păr’ în trii dzile cît ar ieși prețul pivniții, într-atîta să o vînd*”.

<sup>6</sup> “*au pus pe un Necula telal de au strigat-o la mezat patru luni*”.

<sup>7</sup> “*și din poronca domnească și a Divanului acele amaneturi s-au strigat la mezat 30 de zile de Nicola telalul*”.

<sup>8</sup> “*toate aceste acareturi <...> le-am scos vînzătoare și s-au strigat la sultan-mezat mai un an de zile*” – Ibid., vol. V, 202; Ibid., vol. VI, no. 426, 705; Ibid., vol. VII, 31–32, 448.

Beginning with 1785, in the *Sobornicescul hrisov* (Popular charter), the period of announcement at *mezat* was fixed to 40 days. Let us look at a single example: on 1 April 1798, the Office of *Vornic de Aprozi* ordered Gheorghii, the head auctioneer to announce a building plot in the suburb Muntenimea de Mijloc at *mezat*, “on every street of the town and in the Princely Council in the course of 40 days”.<sup>1</sup> We shall discuss the *Sobornicescul hrisov* in another paper; here being enough to say that after the year 1785 the length of the announcement period continued to vary on account of former habits. Thus, on 5 August 1792, it was communicated “from the *Agie* to Gheorghii, the head auctioneer that because Catrina, wife to Captain Mihălache Petco, from here, from Iași owes thirty lei attested by documents to the priest Ioan of Patruzăci de Sfinți, and having nothing else to pay with only a house he has in Târgul Boilor, in the suburb Muntenimea de Mijloc, hereby you are ordered: to announce this house at *mezat*, for a period of six months”.<sup>2</sup> On 7 December 1792, Alexandru Constadin Moruzi Voivode ordered the High *Vornic de Aprozi* to announce at *mezat* the goods of Costandin Paladi “for a period of two months”.<sup>3</sup> On 23 March 1793, Andrei and his son Chiriac, sold to Captain Toader Vîrgolici some houses with stone cellars in the suburb Muntenimea de Jos: “and they were announced at *sultan-mezat* by Gheorghie, the head auctioneer on every street of the town Iași over 60 days”.<sup>4</sup> From a document of 17 January 1796, we can find out that Vasîle Lupeș and his brother Necolai sold the houses inherited from their parents “besides the Church of the Fox, in the suburb Tîrgul Boilor, [...] at *sultan-mezat* [...] and] by princely notice, they were announced at *sultan-mezat* 74 days”.<sup>5</sup> On 1 December 1796, a testimony on borders by *Vornic de poartă* Gheorghe Tăutul mentioned the announcing of a house in the suburb Muntenii de Sus owned by Anița, wife to the late Sămion, “in order to inform everybody, in the course of some months”.<sup>6</sup> The documents, however, do not always specify the period in which the sale of the goods had to be announced: on 15 July 1792, Neculai Cantacuzino and his wife Frăsina, leaving for good to Walachia, sold their houses in the suburb Feredeii to their son-in-law, Neculai Stratulat, former High Provost Marshal and their daughter Săftica, “being announced for some time at *mezat* both on the streets of the town and in the Princely Council”.<sup>7</sup> On June 27, 1793, Alexandru, son of Gheorghe Frangole and his cousin Casandra sold to merchant Panaite Idieriul a tavern with a stone cellar in Târgul Făinii, “being

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<sup>1</sup> “pe toate ulițele orașului și în Divanul domnesc în curgere de 40 zile”.

<sup>2</sup> “de la *Agie* către Gheorghii teleal-bașe. Fiindcă Catrina, fimeia lui odobașa Mihălache Petco, de aici, den Iași iaste datoare cu triizăi lei cu zapis preutului Ioan de la Patruzăci de Sfinți, și neavînd cu alta ce plăti decît numai cu o casă ce o are în Tîrgul Boilor, în mahalaoa Muntenimei de Mijloc, iată ți să poroncește: această casă să o strîgi la *mezat*, în vade de șasă luni”.

<sup>3</sup> “cu vade de două luni de zile”.

<sup>4</sup> “și la *sultan-mezat* s-au strigat de Gheorghie telal-baș pe toate ulițele orașului Iașii piste 60 zile”.

<sup>5</sup> “îngă Bisărica Vulpi, în mahalaoa Tîrg(ului) Boilor, <...> cu *sultan-mezat* <...și> prin țidulă g(os)p(od) s-au strîgat la *sultan-mezat* 74 zile”.

<sup>6</sup> “spre înștiințare tuturor, în curgere de cîteva luni de zile”.

<sup>7</sup> “strigîndu-s(ă) cîtăva vreme atît pe ulițele orașului cum și în Divanul g(o)sp(od)”.

announced *for some time at mezat*”.<sup>1</sup> On 9 July 1792, Mateiu Cantacuzino confirmed that “putting up for sale at *mezat* a fishpond with a mill we have on Căcania, on the upper margins of the town Iași, *they were announced for a sufficient time*. And [...] they remained for the latest price, 1700 lei, [...] to Șătrar Necola”.<sup>2</sup> A document of 5 October 1798 reveals the meaning of “for sufficient time”. Elena, widow to Court Secretary Sandul Veisa, “demanding that a building plot of hers in Iași, in the suburb Muntenimea de Mijloc left to her after her husband to be sold at *sultan-mezat* [...] I ordered by a notice to the *High Vornic de Aprozi* to put it up for sale at *mezat*. [...] Therefore, after the order *being announced for a sufficient time at sultan-mezat, namely from April 11 to September 8 in the current year*, the latest price, namely 685 lei, which satisfied the seller too, was honestly and faithfully given to our boyar, Dimitrie Saule former High Spatharus”.<sup>3</sup> Finally, on 3 March 1749, Toader Balș, former *Pitar* sold Gheorghii Botezatul, former head of the tailors of Iași a plot besides the wooden church of Saint George, which “being announced *for a long time at sultan-mezat*, [...] the best and final price was given by Gheorghie Botezatul”.<sup>4</sup> The *mezat* was publicized by verbal advertisements simultaneously in the locality where the goods were, at the sub-prefects, and in the Princely Council.

A *sine qua non* condition of the sale at *mezat*, imposed by the customs of medieval property right, was **the obligation to respect priority right**, as it was the case with direct sales. Priority right meant that the persons in certain lasting relationships of solidarity (kinship, joint property, neighbourhood) with the owner forced to alienate some goods, could obtain those goods or their use by paying the price of alienation, being preferred to a potential purchaser from outside of the solidarity circle. The priority right was exercised in the form of an offer the seller had to make to the privileged person, so that this, within the interval of the established advertising period, may decide whether s/he pays the price offered by strangers and keeps the goods for himself/herself or not. The order of preference in exercising the right of priority was the following: the owner of the goods who wished to sell had the obligation to ask his/her relatives first whether they wish to buy them or not; only if they renounced, could the seller turn to his/her neighbours,

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<sup>1</sup> “strigându-să cîtăva vreme la mezat”.

<sup>2</sup> “scoțînd noi la soltan-mezat un eleșteu cu moară, ci avem pe Căcaina, în margine tîrgului Ieșului, din sus, s-au strîgat în destulă vreme. Și <...> au rămas cu cel mai de pe urmă preț, 1700 lei, <...> asupra dum(i)s(ale) șat(rarului) Necola”.

<sup>3</sup> “cerșînd ca cu sultan-mezat să s(e) vîndă un loc de casă din Ieși, de la mahalaoa Muntenimei de Mijloc, ce i-au rămas de la bărbatul ei <...> s-au dat poronca domnii mele prin țidulă cătră dumnalui vel vornic de aprozi ca să-l scoată la mezat. <...> Deci, după poroncă strigîndu-să în destulă vremea la sultan-mezat, adică de la 11 zile a lunii aprilie și pînă la 8 zile a lunii săptembre a anului curgătoriu, prețul cel mai de pe urmă, adică 685 lei, cu care s-au mulțămît și vînzătoare, l-au dat cinstit și credincios boierul nostru dum(nealui) Dimitrie Saule biv vel spatar”.

<sup>4</sup> “străgîndu-să multă vreme la solton-mezat, <...> prețul cel mai bun și desăvîrșit l-au dat dum(nealu) Gheorghie Botezatul” – Ibid., vol. IX, 70, 72, 83–84, 115, 135, 164, 228, 237; Ibid., vol. X, 39, 81, 155–156, 194–195.

and only if they did not wish to buy them either, could the person ask for a sale to a stranger,<sup>1</sup> in the present case by organizing a *mezat*.

Archives contain an impressive number of documents regarding priority right, but we are not going to discuss in detail a legal issue so vast that it requires a separate research. We offer only a few more particular examples where the priority right was applied in selling at *mezat*. In the 18<sup>th</sup> century the *besmăn*<sup>2</sup> system (rent, superficies, emphyteusis) underwent a special development in the Moldavian towns. Possession by lease was subject, apart from priority right, to the special right of the owner of the place to consent to alienation.<sup>3</sup> Because of this, on 11 December 1758, Ioana, hatmaker in Iași was in a lawsuit before the Princely Court with Agapie, Hegumen of Saint Sava monastery over three shops built by her on the plot of the monastery in the suburb Podul Vechi in Iași “close by the monastery, paying *bezmăn* for the place. But owing three hundred lei to Hapti Agha in Hotin recorded in deeds and [...] the Turk coming [...] to recover his money [...] and she remained with 100 lei and having no other means to pay him and having these shops, [...] Necula auctioneer was ordered to announce the wood of these three shops at *mezat*; and 100 lei were raised at *mezat*. And as she had no money to give to the Hegumen, the plot being of the monastery, they did not allow for other persons to take the shops for which the Hegumen gave 100 lei [...] that they gave for the timber of the shops that the Turk was paid; the shops and the timber, as well as the plot remained to the monastery”.<sup>4</sup> We may observe the priority right applied related to the owner of the place where Ioana, the hatmaker built the shops, and not related to the buildings which the tenant had to demolish and to sell only the timber they were constructed from, so that a stranger might not enter on the plot of the monastery.<sup>5</sup>

In the second half of the 18<sup>th</sup> century, the forced sale of debtors' goods became more and more frequent, and, because of this, exceptions were also made in the creditors' favour, **the Prince allowing sales at *mezat* without the priority right**. On 21 June 1768, Grigore Ioan Calimah Voivode permitted that Catrina, the widow of treasury clerk Ioniță Nacul might sell her houses in Iași at *mezat*, without the right to priority, in order to pay the debts of the deceased, because “those who look [at the houses] interested to purchase them, are afraid both of the husband's as well as her relatives, considering that after she sells them, they may have to be

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<sup>1</sup> See Georgescu, *Preemțiunea în istoria...*; Valentin Al. Georgescu, *Bizanțul și instituțiile românești până la mijlocul secolului al XVIII-lea* (Byzantium and the Romanian institutions until the mid 18<sup>th</sup> century) (Bucharest: Editura Academiei, 1980).

<sup>2</sup> Emphyteusis paid by those who lived on the estates of princes, nobles, or monasteries.

<sup>3</sup> Georgescu, *Preemțiunea în istoria...*, 158.

<sup>4</sup> “aproape de mănăstire, de da bezmăn de locu. Dară fiindu ea datoare cu trii sute de lei lui Hapti aga de la Hotin cu zapis și <...> viindu turcul <...> ca să-i plinească banii <...>, iar cu 100 lei au rămas și neavîndu cu altă să-i plătească și avîndu ea aceste dughene, <...> au orînduitu pe un Necula telalu de au strigatu aceste trii dughene, **lemn**, la mezatu; și au ieșitu la mezatu 100 lei. Și neavîndu ea să de banii și egumenul, fiindu locul a m(ă)n(ă)stirii, n-au lăsatu să le cumpere alții, ce au datu egumenul 100 lei <...> de i-au datu pe lemnul dughenilor dî s-au plătitu de turcu; și au rămas dughenile și lemnul cum și locul a m(ă)n(ă)stirii” – Caproșu, *Documente Iași*, vol. VI, 742–743.

<sup>5</sup> Georgescu, *Bizanțul și instituțiile românești...*, 158.



returned; thus she suffers a loss in the price of the houses. Because of this we give her permission by this princely notice to put the houses up for sale at *mezat* and the one who gives more should take them, and the houses to be well purchased, no trouble being caused by their relatives on account of the goods bought at *mezat*".<sup>1</sup>

**Naturally, there were also cases when the *mezat* was contested**, though the contestations were not always successful. One motive to lose a contestation was **that it did not observe the dates when the sold property could still be redeemed**. On 25 April 1779, Constantin Dimitrie Moruzi Voivode confirmed the report of the Princely Council regarding the right of merchant Hristodul Papafil to own two shops in Iași and a vineyard on Cetățuia hill consequently to the suit with Paraschiv, widow of Petre Sîrbu, grocer in Iași. "By princely notice all these were put up for sale at *mezat* in order that the debt may be settled, the notice of 16 January 1775 being at hand. Afterwards they were announced at *mezat* for several days with these signatures and the auctioneer gave the notice that their price rose only to 408 lei. In the same year, 1775, on August 7, this unjust woman filed a suit at the Princely Council. [...] The mortgages having been announced at *mezat* many days and the princely order being given for debts, and also because so long a time has passed since then, even the deeds having been handed afterwards to Papafil, *we cannot find any way for her and her sons to redeem them now, if they failed to do so when they were announced at mezat*. We find it appropriate and just for Hristodor Papafil to own the shops and the vineyard in peace and not to be troubled any more by this woman or her sons".<sup>2</sup>

There were separate regulations for the cases when the owner of some goods sold at *mezat* or those entitled to bid first through the priority right **were abroad** and did not know of the sale. In such situations, the redemption term was of ten years. On 20 March 1795, the boyars of the Council judged the case between the Monastery of Saint Chrysostom and *Șetrar Necola* for a piece of land on Căcain, giving justice to the latter. "Putting up for sale at *sultan-mezat* a fishpond with a mill which they had on the Căcaina, on the margins of the town Iași, for which the latest price, 1700 lei was given by *Șetrarul Necola* and it remained to him, being given

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<sup>1</sup> "mușterii ce să află să le cumpere să ferescu atîta de rudele bărbatului cît și de rudele ei, socotind că după ce l-a vinde să li întoarcă; și cu această pricină i să pricinuieste pagubă din prețul casălor. Pentru care dăm domnie me printr-această țidulă g(os)p(o)d voie ca să puie să strîgi casăli la mezat și cini a da mai mult să ia casăli și să fie bine cumpărați, neavînd nici o supărare despre rudile lor ca un lucru ci s-au cumpărat de la mezat" – Ibid., vol. VII, 535–538.

<sup>2</sup> "Prin domnească țidulă toate aceste s-au scos la mezat, să să vîndă și să să plătească datoriia, care și țidula iaste de față din 1775 ian(uarie) 16; și după ce multe zile s-au strigat la mezat cu sineturile aceste și au dat telalul țidulă cum că s-au suit prețul lor numai pîn(ă) la 408 lei. Tot întru același an 1775 avgust 7 au ieșit la giudecată la Divan fâmeie aceasta de strîmbătate. <...> Amaneturile fiind strigate la mezat multe zile și cu poroncă domnească fiind date pentru datorie și trecînd și atîta vreme de atunce fiind și zapisul ei dat după acee la mîna lui Papafil, noi nu găsim cu cale ca să poată ea sau feciorii ei a răscumpăra acum, dacă nu le-au răscumpărat atunce cînd s-au strigat la mezat, ce cu cale și cu dreptate găsim să-și stăpînească Hristodor Papafil dughenile și vie cu pace și mai mult să nu fie supărat despre fimeia aceasta sau dispre feciorii ei" – Ibid., vol. VII, 535–538.

apart from this deed also all the letters it had had: [...] a notice of 10 December 1792 from His Highness Alexandru Costandin Muruz Voivode, written to Manolachi Conachi, then High *Vornic de Aprozi*, in which he shows that from the goods of Treasurer Matei Cantacuzino, which were sold at *sultan-mezat*, *Şetrarul* Nicola also bought a mill on the flow of Căcaina. This mill being on the plot of Saint John Zlataust, there was much debate between the monastery and *Şetrarul* Necola, **because the administrators of the monastery had not been here when it was announced at *mezat* to bid**. And because this mill floods another mill which is also on the plot of Saint John Zlataust, and in order to terminate the case between them, His Highness ordered Manolachi Conachi to raise the price of the purchase from the administrators of the monastery and to give them to *Şetrarul* Necola and the mill would remain the property of the Saint John Zlataust Monastery. [...] *Şetrarul* Necola [...] as an addition responded that, at least, he considered unjust to receive the money for something he bought at *sultan-mezat*, but being a princely order, he could do nothing but accept, and he **would have taken the money if the administrators had given him, but they did not want to give**, saying that the monastery could not raise that sum. This being the case with the process I consider to set against the monastery's present request these issues: [...] on the one hand there is that advertisement and on the other hand, the sale being announced at *sultan-mezat* on every street in the town and in the Princely Council, they remained silent and said nothing; [...] *Şetrarul* Necola, as he bought it at *sultan-mezat* shall possess the mill where it was made [...], being given from the Council this letter of decision as well".<sup>1</sup>

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<sup>1</sup> "Scofînd la sultan-mezat un eleşteu cu moară ce-au avut pe Căcaina, în marginea târgului Iaşii, pe dînsul preţul cel mai de pe urmă, 1 700 lei, l-au dat şat(rarul) Necola şi au rămas asupra sa, dîndu-i pe lîngă zapisul acesta şi toate scrisorile cîte au avut: <...> o ֶtidulă din 1792 deche(m)v(rie) 10, de la măriia sa Alexandru Costandin Muruz v(oi)e vod, ce scrie cătră dum(nea)lui Manolache Conachi, fiind atunci vel vorn(i)c de aproz(i), prin care arată că din acareturile du(mi)sali vist(iernicului) Matei Cant(acuzino), ce s-au vîndut cu sultan-mezat, cumpărînd şi şat(rarul) Necola o moară în apa Căcainii, care moară fiind pe locul Sfîntului Ioan Zlataust şi fiind multă pricină între mănăstire şi între şat(rarul) Necola pentru că epitropii mănăstirii n-au fost aicea cînd să strîga la mezat ca să adaogă şi fiindcă această moară să îneacă de altă moară ce iasti tot pe locul Sfîntului Ioan Zlataust şi pentru ca să lipsască pricinile dintre dînşii, au fost poroncit măriia sa ca să împlinescă de la epitropii mănăstirii banii cumpărăturii şi să-i dè şatr(aru)lui Necola şi moara să rămîie a mănăstirii Sfîntului Ioan Zlataust. <...> Şat(rarul) Necola <...> au adaos a răspunde că măcar că atunci să cunoşte înstrîmbătăţit a-ş(i) priimi banii pe lucru ce au cumpărat de la sultan-mezat, dar fiind poroncă domnească nu pute(a) într-alt chip, şi atunci ar fi priimit banii dacă epitropii i-ar fi dat, dar n-au vrut să-i dea, zîcînd că mănăstirea nu iaste putincioasă a răspunde la acea sumă. Deci la pricina aceasta sînd judecata a socoti, puni împotriva cererii ce face acum mănăstirea acesti pricinui: <...> de o parte fiind acea publicaţie şi de altă parte strîgîndu-să la sultan-mezat pe toati uliţile oraşului şi în Divanul domnesc, iarăşi(i) au tăcut şi n-au zis nimic; <...> şat(rarul) Necola, ca unul ce au cumpărat de la sultan-mezat, va stăpîni moara acolo în locul ce era făcută <...>, dîndu-i-să de la Divan şi această carte de judecată" – Ibid., vol. IX, 315.

Towards the end of the 18<sup>th</sup> century in the Romanian society the seeds of capitalism appeared, landed property began to crumble, and transactions with *unmoveable goods* multiply. In order to preserve the control over their circulation, to avoid illegal alienations, and to ensure the stability of real estate transactions, in the year 1785 Prince Mihail Suțu issued the *Sobornicescul hrisov*, one of the most important internal legislative documents, which was used, with republications and completions late into the 19<sup>th</sup> century. From the point of view of the issue we are interested in here, with the *Sobornicescul hrisov*, the procedure of priority right for sales of estates at *mezat* was simplified. Beginning with 1785, the right of priority was exercised before the auction through the so called “**advertisements**”, this procedure too being controlled by the principality. The term of publicity was fixed to six months, on every market day, those interested in the case being invited to exercise their preference or to renounce it formally. In case of mortgages, the creditor unpaid on term had the obligation to liquidate the mortgage only through auction.<sup>1</sup>

The legal content of the advertisements was revealed in an act of 1792 by which Toader Vîrgolici bought some houses in the suburb Muntenimea de Jos in Iași. On this occasion, Alexandru Constantin Moruzi Voivode wrote to Săndulache Sturza High *Aga* to “put [someone] to advertise in the mentioned suburb and in the entire town of Iași, as well as in the Princely Council, showing who bought these houses and for what price until six months have passed. Send also this deed of the sellers to the spot in order that it may be read in everybody’s hearing, so that everybody may be informed, those too who wish to pay the price given by the latest purchaser and to redeem with the priority right of relations. Let these give evidence to show what kind of kinship or close neighbourhood is between them and the sellers, and send any such person, be they anybody, to the Council to be investigated whether it is fitting for them to return the money to the said purchaser. And if until the indicated term of 6 months no close relation or neighbour presents oneself to redeem, give a testimony to the named Captain Toader Vîrgolici by which to show that, according to my order, you made advertisements in this period to everybody’s hearing and none wished to buy the goods, so that after this testimony he may confirm the said purchaser’s deeds so that none may afterwards redeem it.”<sup>2</sup> The

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<sup>1</sup> Georgescu, *Preemțiunea în istoria...*, 203–231, 239.

<sup>2</sup> “să pui ca să se facă publicație la numita mahala și în tot orașul Iașii, cum și în Divanul gospod, arătînd cine au cumpărat casile aceste și cu ce prețu și pără la împlinire a șasă luni; cum și zăpăsul acesta a vînzătorilor să-l trimiți la stare locului ca să s(e) citească întru auzul tuturor să s(e) înștiințaze cu toții și acei care vor vre ca să dè prețul ce-au dat numitul cumpărător și să răscumpere cu protimisire de rudenii. Să-i dai dumnealui mărturie la mîna prin care să arăți ce rudenii iaste cu vînzătorii sau ce răzășie are, și pe unii ca acei, oricare vor fi, să-i trimiți dum(neata) la Divan, să-i cerceteze de li se va căde să întoarcă banii numitului cumpărător. Iar cînd pâr-la vadeaoa arătată de 6 luni, nu se va arăta nimine din rudeniile cele mai de aproape a vînzătorilor sau din răzeși ca să răscumpere, să-i dai dum(neata) mărturie la mîna numitului Toader Vîrgolici căpit(an) prin care să arăți că după poronca domnii mele ai făcut publicație într-această curgere de vreme întru auzul tuturor și că nimine n-au vroit să cumpere ca după aceeași mărturie a dumnealui să i se facă întăritură

examples show that the new procedure was widely applied. On 29 April 1794, Anastasi High *Aga* informs the Prince that all those who had priority rights on the plot bought by former head of the tailors, Gheorghie Botezatul signed the deeds of sale: “according to the order issued by Your Highness, advertisements being made for six months through the head auctioneer, no relation or close neighbour of the seller presented oneself to appeal to the right of priority, asking to give what the said purchaser gave, but all who could appeal to the priority right signed the purchaser’s deed.”<sup>1</sup> On 30 September 1795, the *Agia* confirmed that the usual advertisements were made for the shop and tavern bought by merchant Enache Frangolă from Spatharus Dimitrie Sturza: “according to the illustrious princely order letter brought to the *Agia* by Enache Frîngolă, merchant of Iași in the previous month, on March 26 of the current year, in order to make the legal advertisements for a shop and a stone tavern with their grounds which he bought from Spatharus Dimitrie Sturza here in Iași, Târgul de Gios Street last year, in [17]95, for a price of 4500 lei. This purchase, as the customs of the land require by the *Sobornicescul hrisov*, must be legally advertised in order to inform those relations or close neighbours the Princely orders specify. The legal advertisements were made according to the regulations carried out both on the spot in the entire town, and in the Princely Council during the ordered six months. None of the boyar’s relations, neighbours, or other purchasers presented themselves. Therefore, this testimony was also given to the said purchaser at the *Agia* on the basis of which a princely charter can be issued for him on this shop and tavern”.<sup>2</sup>

Only the secular form of the advertisement, in markets and fairs, appears to have been obligatory, but since princely letters also mentioned advertisement everywhere, these were probably made in churches as well. The period of six months having passed, the head auctioneer made the real announcement at *mezat* for other 40 days. The rules were so severe, that **if the advertisement was not made, the sale was annulled**: on 21 August 1800, Grigore Spînu, grocer from Tîrgul Fâinii

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numitului cumpărător asupra zapisului ca să nu mai poată nime pe urmă a răscumpăra” – Caproșu, *Documente Iași*, vol. IX, 35.

<sup>1</sup> “după poronca înălțimei tale, făcîndu-să publicație pe șasă luni de zile prin telal-bașa, nimene din rudeniile sau răzășii vînzătorului n-au ieșit să ceară protimisire să de ce au dat numitul cumpărător, ce toți cin ce putè să ceară protimisire s-au iscălit în zapisul vînzătorului”.

<sup>2</sup> “după luminată carte gospod de poruncă ce au adus la Agie Enache Frîngolă negușitorului de aice din Ieși, la trecuta lună mart 26 a curgătorului an, ca să facă legiuita publicație pentru o dugheană și o crăcimă de piatră cu locul lor ce au cumpărat de la d(umnea)lui spatar Dimitrie Sturdza aice în Ieși, Ulița Tîrgului de Gios, din anul trecut <17>95, cu preț drept 4500 lei, asupra căreie cumpărătură rînduiala pămîntului urmînd după hotărîre *Săbornicescul(ui) Hrisov* de a se face legiuită publicație spre înștiințare tuturor acelor ce rudenie sau răzășie le dă atunce luminată poruncă gospod s-au pus în lucrare facere legiuitei publicații întocmai după rînduiala ce să păzăște atît la fața locului în tot orașul, cît și în Divanul gospod, în curgere acelor rînduite șasă luni de zile și nimine e din rudeniile boierului vînzător nici din megieși sau alți cumpărători nu s-au arătat. Pentru aceea, spre încredințare s-au dat la Agie numitului cumpărător și această mărturie după care să-și poată face și hrisov gospod de întăritură asupra acestei dugheni și crăcimă” – Ibid., 239, 374.

came to an agreement with Zmaranda, daughter of Mihalache Jelnicu, over a building plot, since “buying half of the building plot from Zoița, his sister, I made a house and a shop. Then, last year, on 20 February 1799, I also bought the other half plot for a sum of 40 lei. *And because I was not familiar with the regulation to make the legally prescribed advertisement, now she has started to ask for redeeming by priority right.* And after the complaint she submitted to His Highness the Voivode, and going to court before High Chancellor of the Low Country Constandin Balș, where he investigated the case, and *because I did not make the advertisement, it was decided that she shall pay me back the money and shall receive the ownership of the plot*”.<sup>1</sup>

In the year 1800, Constantin Alexandru Ipsilanti permitted an exception in the advertisement system for the sale of freeholder’s vineyards in the district of Putna, if their value was lower than 50–60 lei. Starting from the great numbers of transactions, the distance and the high expenses which obstructed the sellers in travelling to the Princely Council to issue the advertisements were considered, and the Starosta of Putna was permitted to carry out the procedure of the *Sobornicescul hrisov* “without any kind of economy”.<sup>2</sup> The system was the applied in the districts of Covurlui and Tutova, then, in the year 1819, it was extended to the whole country.

**In practice, situations could also occur when,** as long as the advertisements might last, **no customer could be found to buy the goods put up for sale.** On 11 June 1755, Matei Ghica ordered for the debate between Maria, mother of treasury clerk Mihaiu and Anița, wife to the late Postolachi, shoemaker of Iași to be resolved. The debate concerned a shoemaker’s shop “on the grounds of Gălății Monastery. *And being put up for sale at mezat none could be found to buy it*”.<sup>3</sup> If no customers could be found in the fixed interval, by the agreement of the parties the waiting period could be increased. On 28 November 1798, Gheorghie, former *polcovnic* (colonel), brother and heir to the late captain of infantry Manolachi Zugravul, sold to Purveyor Chiriac Floca a vineyard and some household goods of Manolache. “And these goods being announced at *sultan-mezat* on every street in the town as well as in the Princely Council not only for 40 days as decreed, *but for another 26 days after the term,* the best and highest price was offered by Purveyor Chiriac, 10,000 lei”.<sup>4</sup> If no purchaser could be found in this way either, the creditor

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<sup>1</sup> “cumpărînd eu giumătate de loc de casă de la Zoița, sora dumisale, mi-am făcut casă și dugheană. Apoi, în anul trecut, la l(ea)t 1799 fev(ruarie) 20, am mai cumpărat și ceialaltă giumătat(e) de loc, drept bani 40 lei; și fiindcă eu n-am știut rînduiala ca să fac legiuita publicație, acum s-au sculat dumne(ea)i cerșind protimisîre să răscumpere. Și după jalba ce-au dat mării sale lui vodă, ieșind la giudecată înaintea dumisale Constandin Balș vel logofăt de Țara de Gios, unde făcînd dum(nealu)i cercetare pricinii și fiindcă n-am făcut pobjația au dat dreptate ca să-mi întoarcă banii și să ia locu în stăpînire dum(i)sale” – Ibid., 333.

<sup>2</sup> “fără a fi vreun chip de economie”. Georgescu, *Preemțiunea în istoria...*, 235.

<sup>3</sup> “în Cizmărie, pe locul mănăstirii Gălății. Și scoțîndu-se la mezat nu s-au aflat nime să o cumpere” – Caproșu, *Documente privitoare la istoria...*, vol. V., 578.

<sup>4</sup> “Și aceste acareturi strîgîndu-se la soltan mezat pe toate ulițile oraș(u)lui cum și în Divan domnesc nu numai în curgere de 40 de zile după hotărîre, ce încă piste vade mai trecînd 26

received the goods which were the object of *mezat* directly. In order to resolve the debate between Maria, mother of treasury clerk Mihaiu and Anița, wife to the late Postolachi, shoemaker of Iași, mentioned above, on 11 June 1755 Matei Ghica decided that “what can be found from Postolachi to be put up for sale at *mezat* and to sell and to pay the money; and [...] they found no other thing from Postolachi apart from this shoemaker’s shop on the plot of Gălății Monastery. And being put up for sale at *mezat* there was none to buy it and *it was given completely* to Maria for that money”.<sup>1</sup> Naturally, the procedure was such when the value of the sold goods was equal to the debt to be discharged. On 13 August 1799, the Princely Council confirmed Andrei shoemaker’s ownership of a house on Sărăriei Street, consequently to a lawsuit generated by a debt which Maria and her son failed to pay: “this Maria with her son [...] having no other means to pay the money, put up for sale a house left by Maftuiu, her husband, and announced at *mezat* many times, the price of the house did not reach the owed sum of money, and seeing Andrei that no other way remains to recover the money, *he made an arrangement with the named debtors and he bought the house himself* for 280 lei with the document made before the suburbanites.”<sup>2</sup> We may observe that the goods put up for forced sale could **be worth less than the debt which had to be paid**. On 1 February 1761, “Vasile Chistruil with his brother Ian(a)che and his mother, owing 200 lei to the priest Teofil of Sfânta Vineri, mortgaged a house [...]. And putting the house up for sale at *mezat*, it was announced by auctioneers for 4 months and 103 lei were offered for it at *mezat*.”<sup>3</sup>

In such situations, similarly to any other commercial transactions, **the participants negotiated** the price or the modality to settle the debt. On 22 February 1743, when Pavel fur merchant took on to repay a debt to Anastasie Simo former Second Provisioner or to give him in exchange a cellar in Târgul de Sus: “but I asked him before the decision *to have patience for a month* and that the cellar to remain in his hands; were I able to gather for him all the money, I shall give him and take back the cellar. And the same decision being reached by the boyars, they consented that Provisioner Anastasii should wait for a month; were I unable to raise the money for him in a month time, let the cellar be his for those 600 lei, the price

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de zile, prețul cel mai bun și mai sus l-au dat dum(nealu) sulger(ul) Chiriiaș, 10 000 lei” – Ibid., Vol X, 204–205.

<sup>1</sup> “ce s-a găsi de a lui Postolachi să scoată la *mezat* și să vîndă și să plătească banii; și <...> altă n-au găsit de a lui Postolachi făr(ă) numai această dugheană în Cizmărie, pe locul mănăstirii Gălății. Și scoțindu-se la *mezat* nu s-au aflat nime să o cumpere și s-au dat de istov Marii pentru acei bani” – Ibid., vol. V, 578.

<sup>2</sup> “această Marie cu feciorul ei <...> neavînd altă puțință de plata banilor, au scos vînzătoare o casă ce au rămas de la Maftuiu, bărbatul ei, și strigîndu-să la *mezat* în multe rînduri, n-au ieșit prețul casăi suma banilor datorii, și văzînd Andrei că alta nu rămîne de a-și împlini banii, au făcut învoială cu numiții datornici și au cumpărat el casa drept 280 lei cu zapis făcut înaintea mahalagiilor” – Ibid., vol. X, 199.

<sup>3</sup> “Vasile Chistruil și cu frati-său Ian(a)che și cu muma lui, fiind datori cu 200 lei preotului Teofil de la Sfînta Vineri, puindu amanet o casă <...>. Și scoțînd casa la *mezat* s-au strigat de telali în 4 luni de zile ș-au ieșit casa la *mezat* pînă la 103 lei” – Ibid., vol. VI, no. 285.

that was offered for it at *mezat*".<sup>1</sup> On 25 September 1796, Neculai Stratilat, former High Master of the Horse sold Treasury Chancellor Grigori Drama two houses in suburb Feredeilor, "wishing to sell these houses, *I negotiated* with Chancellor Grigori Dramă from the treasury and I sold them for 3750 lei".<sup>2</sup>

The goods put up for sale could be of a higher value than the owed sum, in which case the creditor received only the part which was due to him from the price of the sale, and the debtor kept the rest. On 31 October 1798, Alexandru Ioan Calimah Voivode ordered Vasîli Roset, High *Vornic de Aprozi* to put the head auctioneer to announce at *mezat* a tavern with a stone cellar and seven shops in Târgul Făinii, which Panait Costandin, former High Purveyor had to sell in order to settle his debts: "and let it be sold for the best price offered after being announced for sale, and from that money the creditors shall be paid and the surplus shall be given to the petitioner".<sup>3</sup> On 5 September 1800, Alexandra and her sons sold nine acres of vineyard with an orchard in Buciumi, on the estate of Dancu Monastery to the Purveyor Toader in Iași. "Because of this reason, in the petition I submitted to His Highness the Voivode, I demanded for these useless goods to be sold at *sultan-mezat* and from the raised money first of all the debt shall be paid and what remains of it shall be entrusted to some guardians until the children will come of age".<sup>4</sup> In case of sales within the same family, the seller might lower the price. Neculai Cantacuzino, leaving for Walachia and selling at *mezat* his houses in Iași, "the final price was given by Iordachi Lozânschi from the treasury, from the part of his [Cantacuzino's] son-in-law, Neculai Stratulat, former High Provost Marshal, 2355 lei [...] with which price we were satisfied. Therefore, because the houses remained to be taken by our son-in-law and daughter, we, of our own accord, lowered the price of the *mezat*, as a gift to our daughter, Săftica, 355 lei, and we received only 2000 lei".<sup>5</sup>

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<sup>1</sup> "dar încă-și m-am mai rugat dumisale înainte giudecății ca să mai aibu păsuială păr' într-o lună de dzile și să ste pivnița la mîna dumisale ca, de voi putea face dumisale banii toț(i) deplin, să i-i dau și să-m(i) ieu pivnița. Și așea hotărîndu-să și de la dumnealor boiarii, au priimit și dumn(ea)lui jicniceriu Anastasii ca să mă mai păsuiască o lună de dzile; de nu voi putea face dumisale banii nici păr' la o lună de dzile să fie pivnița a dumisale drept aceli 600 lei, pe cît i-au ieșit prețul la *mezat*".

<sup>2</sup> "care casă voind a le vinde, am stătut la tocmală cu dum(nealui) log(o)f(ă)t(u)l Grigori Dramă ot vist(ierie) și i le-am vîndut cu 3750 lei" – Ibid., vol. V, 202; Ibid., vol. X, 63.

<sup>3</sup> "și prețul cel mai bun ce să va sui la ce dupe urmă strîgari să s(e) vînză, și din bani acie să s(e) plătească creditorilor și ce vor prisosî mai mult să s(e) de jăluitoriului".

<sup>4</sup> "Pentru cari, după jaloba ce am dat cătră mărie sa vodă, cerire ca să s(e) vînză cu *sultan-mezat* acest acaret nefolositor și din bani ce vor ieși să s(e) plătească mai întâi datorie și cîți vor mai rămîne să s(e) dea supt epitropie păn(ă) cînd vor veni copii în legiuta <vîrstă>". – Caproșu, *Documente privitoare la istoria...*, vol. X, 239–240, 335–336.

<sup>5</sup> "preț(ul) cel mai de urmă au dat dum(nealui) Iordachi Lozânschi ot vist(ierie), din parte dum(nealui) ginerelui Neculai Stratulat biv vel armaș, 2355 lei, <...> cu cari preț și noi ne-am mulțămît. Deci, fiindcă au rămas casăli să li ia ginerile și fiica noastră, noi încă, din bunăvoia noastră, am lăsat din prețul *mezatului*, dar ficii noastre Săfticăi, trii suti cincizăci și cinci lei, și am primit numai doaf mii lei" – Ibid., vol. IX, 72.

**At the end of the sale, the auctioneer informed the official who charged him with organizing the *mezat* on the way in which the operation took place.** The report was usually written on the *verso* of the princely notice. After, on 8 October 1795, **the Hetman entrusted Gheorghie head auctioneer to announce at *mezat*** the sale of a house with a cellar in suburb Muntenimea by *Pitar* Șărbănu Periețanu, Gheorghie answered: “most honourable Lord Hetman, after I received your honourable order notice, I advertised the house and its grounds with the cellar in the suburb Muntenimea for the prescribed six months, exactly and completely following the notice’s content as I was ordered, and no relation, neighbour or others coming to redeem the house, according to the order, I have not failed to report. Your most humble servant, Gheorghii, head auctioneer”.<sup>1</sup>

The auctioneer also witnessed the sale. A document of 1 January 1779, reveals that: “I, Constandin son of Dumitrașcu shoemaker gave and entrusted my deeds into the hands of Eni Savii, so as to be made known that I own a shop in Broșteni suburb [...] and by my own accord I put it up for sale, namely at *sultan-mezat*, with my notice which is signed by myself and my grandfather, Ursul shoemaker and by our own free will, I gave the sale notice to Starosta Chiriiaac and I announced it at *sultan-mezat* 30 days in everybody’s hearing, in every street in Iași. And at the *mezat* the bidding stopping at his 325 lei, I gave it to him, receiving the entire price to my hands. [...] **And I, Starosta Chiriiaac announced and witnessed it**”.<sup>2</sup>

**The auctioneer who made the announcement was paid by the purchaser:** some accounts from 1 and 17 March 1759 recorded: “*I gave 5 lei to the auctioneer who announced the house and the shops at mezat. These potronici*<sup>3</sup> are set aside to be given at the division to the *Vornici de Poartă* and to others who laboured for their division”.<sup>4</sup> On 1 December 1778, Constandin, nephew of Andrei, formulated a “notice about my plot [...], which plot I gave to Chiriiaac head

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<sup>1</sup> “precinstite arhon hatmane, du(pă) ce prin țidulă cinst(ita) poronca d(u)m(i)tale ce mi s-au dat, casa cu locul ei și cu pivnița ot Mahalaoa Muntenimii, am făcut publicație după cuprindere țidului întocmai și pre deplin după cum mi să poroncește păr-la împlinire de șasă luni hotărâte și neivindu-se nimene din rudenii, nici din răzeși sau miegieși și alții ca să răscumpere, după poroncă n-am lipsit a nu înștiința. A d(umi)tale preplecat(ă) slugă, Gheorghii teleal-baș” – Ibid., 375.

<sup>2</sup> “eu, Costandin sin lui Dumitrașc(u) ciubotariu, dat-am adevărat și încredințat zapisul meu la mâna dumisali Eni Savii precum să să știi că avînd eu o dugheană la mahalaua Broșteni <...> și de bunăvoia mea am scos la vînzare, adică la soltan-mezatu, cu țidula mea cari iasti iscălită di mini și de moșul meu Ursul ciubotariu și de bunăvoia noastră am dat țidulă de vînzare la starostile Chiriiaac și am strigat la soltan-mezat 30 zile între-auzul tuturora, pe toate ulițele Iașului. Și sînd mezatul asupra dumisale 325 lei, am dat-o dumisale, vîzînd plată deplin(ă) în mîinile meli. <...> Și eu, stărostile Chiriiaac, am strigat și sunt martur” – Ibid., vol. VII, 520–521.

<sup>3</sup> Polish silver coins.

<sup>4</sup> “5 lei am dat telalului ce-au strîgat casa și dughenile la mezat, care și acești bani pot(ronici) ce sint rînduî(i) la împărțală ca să se dea vornicilor de poartă și altora ce-au ostenit la împărțala lor”.



auctioneer to announce it at *sultan-mezat*. *The agreement was to give him 2 parale<sup>1</sup> on each leu for his efforts and I gave his 2 lei before*".<sup>2</sup>

**The end of the *mezat* took place in the Princely Council where the *hareci* was organized**, that is, the auction itself and the awarding of the goods. *Hareciu*, interj. (Turkish *Hareç, haraç*, from where originates the Hungarian *harács*; it means appraisal, awarding) means the offer made to the public in order that they may bid and the goods may be sold to the highest bidder: "*Going once! Any more offers? Going twice! Sold!*"<sup>3</sup> *Hareciuiesc*, trans. verb (from *hareci* and Hung. *harácsolni*; to award); archaic: "vînd la *mezat*" (I sell at *mezat*): *averea s-a hareciuuit* (the fortune was auctioned); (*h*)*areciuiesc, harasladişesc* (Graecized form).<sup>4</sup> On 12 January 1799, Alexander Ioan Calimah Voivode ordered Vasile Ruset High *Vornic de Aprozi* to advertise for sale at *sultan-mezat* former High *Spătar* Matei Milo's two shops and one tavern on Podul Vechi: "therefore, we order you to instruct the head auctioneer to announce at *mezat* the above named buildings for 40 days on every street in the town, as well as in Princely Council and let it be sold for the latest price arrived at, being to the satisfaction of the *Spătar*, the *hareci* being organized in the Council".<sup>5</sup> On 28 April 1796, the grammarian Dumitrachi bought some houses in the suburb Târgul Boilor from the brothers Vasile and Nicolai Lupeş, after which "they were announced at *sultan-mezat* 74 days and the number of customers increasing successively, the best price was offered by the grammarian Dumitrachi, namely 3140 lei, the *hareci* being organized in the Princely Council, those parental houses were sold to him [...]. In general the same deed signed by and attested with the signatures of the high boyars shows that this *mezat* took place according to the notice with princely seals in the Council before them".<sup>6</sup> On 28 November 1798, Gheorghie, former *polcovnic* (colonel), brother and heir to the late captain of infantry Manolachi Zugravul sold to Purveyor Chiriac Floca a vineyard and some household goods of Manolache: "the best and highest price was offered by Purveyor Chiriac, 10,000 lei, [...] and being well received and satisfying me, the *haraci* was organized in the Princely Council with the indicated sum of money from Purveyor Chiriac Floca. And after the *hareci* that was organized, the Purveyor paying the money in cash, namely the 10,000 lei, and I, receiving all the money to my hands, I

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<sup>1</sup> Small Turkish silver coins.

<sup>2</sup> "ţidulă de locul meu <...>, pe care loc l-am dat la Chiriac starostile de telali să-l strîge la sultan-mezat. Tocmala mi-au fost să-i dau cîti 2 parali pe leu osteneala sa şi 2 lei i-am dat înainte" – Ibid., vol. VI, 170–172, 288–289; Ibid., vol. VII, 483.

<sup>3</sup> "Hareci o dată! Cine dă mai mult? Hareci de două ori! Hareci de trei ori!"

<sup>4</sup> Scriban, *Dicţionarul limbii româneşti*, 590, sub voce.

<sup>5</sup> "drept aceea, poroncim dum(ital)i să rînduieşti pe telal-başa ca să strige la *mezat* numitele acareturi de sus arătate, în curgire de 40 zile, pe toate uliţele oraşului, cum şi în Divanul g(os)p(o)d şi cu preţul cel mai de pe urmă ce vor agiunge, fiind şi cu mulţămîta dum(nealui) spat(arului), asupra cui vor rămîne să s(e) şi dè, făcîndu-se *hareciu* în Divan".

<sup>6</sup> "s-au strîgat la *sultan-mezat* 74 zile şi adăogînd muştereei pe rînduială, preţul cel mai bun l-au dat Dumitrachi gramatic, adică trii mii una sută şi patruzeci lei, asupra cărie făcîndu-s(e) *hareciu* în Divanul g(os)p(o)d i-au vîndut lui casăle aceli părinţăşti <...>. Pre larg arată acelaşi zapis iscălit de dînşii şi adeverit cu iscăliturile dumnealor vejiţilor boieri cum că s-au săvîrşit *mezat*(ul) acesta după ţidula cu pecete g(os)p(o)d la Divan înaint(ea) dumilorsale".

*gave him this deed with which he shall own from now on these goods freely, forever in peace and disturbed by none*".<sup>1</sup>

The *hareci* was organized "calling together for the termination of the *mezat* all the persons who showed an interest in buying",<sup>2</sup> so that the vendor would be satisfied with the obtained price.<sup>3</sup> Because of this motive, in the deeds of *mezat* transactions after 1785, all the participants and the sums they bade are recorded. On 1 April 1798, the Office of *Vornic de Aprozi* ordered to Gheorghii, head auctioneer to announce at *mezat* a building plot in the suburb Muntenimea de Mijloc: "since, after the petition submitted to His Highness the Voivode, Elena, wife to the late Court Secretary Sandul Veisa pointed out that in the estate Gâmboseni and Rădiu Mare in the district of Iași, owing a land jointly with a brother of hers, namely, Costachi, that brother of hers had sold his part for good to strangers, and they, wishing to redeem it for themselves but being unable to do so, asked a plot of house here in the town of Iași, in the suburb Muntenimea de Mijloc, which was left to her by her husband to be sold at *sultan-mezat* [...]. Therefore you are ordered to announce at *sultan-mezat* the above indicated plot on every street of the town and in the Princely Council for 40 days. It will be given to the customer for the final price at the *hareci* organized in the Council, which will be satisfactory for the seller too. This customer will receive the confirmation of His Highness the Prince. [...] 100 lei, Iftimi; 355 Toma Anastas(ă); 360, me, Filip Bantăș; 370, me, Zamfir; 380, my bid; 400, my bid; 440, Mihalachi Sava; 660, Spatharus Dimitrie Saul. *With 685 lei Spatharus Dimitrie Saul was the winner of the hareci which took place in the Princely Council*".<sup>4</sup> In the same year, on October 31, Vasile Roset, High *Vornic de Aprozi* also ordered the same Gheorghe, head auctioneer to announce at *mezat* a tavern with a stone cellar, with

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<sup>1</sup> "prețul cel mai bun și mai sus l-au dat dum(nealu)i sulger(ul) Chirriac, 10 000 lei, <...> și fiind cu bună priimire și mulțămăta me, s-au făcut hareci în Divan domnesc cu soma banilor arătați asupra dumi(sa)le sulger(ului) Chirriac Floca și după hareci(ul) ce s-au făcut, răspunzind dum(nealu)i sulger(ul) banii peșinu, adică zăci mii lei, și eu priimind toți banii deplin în minile mele, i-am dat acest zapis cu care volnic să fie dum(nealu)i de acum înainte și în veci cu pași și nesupărat de cătră nimene a stăpîni aceste acareturi" – Caproșu, *Documente Iași*, vol. X, 39, 204–205, 216–217.

<sup>2</sup> "dîndu-să știre spre a să aduna la săvîrșire mezatului toți acei ce să arătasă mușterii".

<sup>3</sup> Georgescu, *Preemțiunea în istoria...*, 233.

<sup>4</sup> "fiindcă, după jaloaba ce au dat mărie sali lui vodă Elena soție mortului Sandul Veisa izbaș, au arătat că în moșie Gîmboseni și Rădiu Mare de la ținut Ieșii, un bătrîn fiind al ei și a unui frate al ei, anume Costachi, acel frati al ei ș-ar fi vîndut parte lui de istov la alți streini și ei, voind ca să răscumperi pentru ei și neavînd chip, au cerut ca să s(e) vînză cu soltan-mezat un loc de case aice din oraș(ul) Ieșii din mahalaoa Muntenimii de Mijloc ce i-ai rămas de la soțul ei <...>. Drept aceia, ți se poroncește ca se străgi la soltan-mezat locul de sus arătat pe toate ulițele orașului și în Divanul domnesc în curgere de 40 zili și cu prețul cel mai de pe urmă la hareciul ce s(e) va faci în Divan, care va fi și cu mulțînită vînzătoare, se va da mușterei ce va fi, căruie muștereu i se va da întăritură de la mărie sa vodă . <...> 100 lei, Iftimi; 355, Toma Anastas(ă); 360, eu, Filip Bantăș; 370, eu, Zamfir; 380, dau eu; 400, dau eu; 440, Mihalachi Sava; 660, d(u)m(nea)lui spătar Dimitrie Saul. Cu șasă sute optzăci și cinci lei au rămas asupra dum(i)sali spat(ar) Dimitrie Saul de la hareciul ce s-au săvîrșit în Divanul domnesc".

seven shops, with their entire grounds in Târgul Făinii. To the end of the deed, the head auctioneer recorded the bidders' sums on 25 June 1800: "lei: 2000 – Panaite Gheorghiu; 2400 Eδωα...; 2510 registry clerk Sandul; 3550 lei Hetman Sandulache Sturza, 25 June. *For the above indicated sum, namely 3550 lei the goods were sold to Hetman Sandulache Sturza, the sum being satisfactory to the seller.*"<sup>1</sup>

**On the basis of the documents which proved that the sale took place, the Prince confirmed the property deed of the new owner.** On 1 February 1761, Ioan Theodor Calimah Voivode confirmed Courier Captain Gheorghîță's ownership over a house bought in Iași: "Vasile Chistruiul with his brother Ian(a)che and his mother, owing 200 lei to the priest Teofil of Sfânta Vineri, mortgaging a house, with a term of 6 months [...]. And putting the house up for sale at *mezat*, it was announced by auctioneers for 4 months and the house reached 103 lei at *mezat*. And Captain Gheorghîță being close neighbour and suiting him better to purchase this house than another person, paid the money obtained at *mezat*, 103 lei, ready money, and purchased the house."<sup>2</sup> A deed issued on 1 October 1762 reveals that Captain Gheorghîță had the greatest right to buy it "being besides his house".<sup>3</sup> On 28 April 1796, Alexandru Ioan Calimah Voivode confirmed to the grammarian Dumitrachi the houses bought in Târgul Boilor suburb from the brothers Vasile and Nicolai Lupeș: "after which, here is my lord, by this princely charter, we confer and confirm the grammarian Dumitrachi's ownership over the above indicated houses with all their grounds, as the deed shows, which he bought by *sultan-mezat*, to own them in peace forever being bought rightfully and in good faith."<sup>4</sup> On 5 October 1798, Alexandru Ioan Calimah Voivode confirmed former High Spatharus Dimitrie Saule's ownership over this building plot in Muntenimea de Mijloc, bought from Elena, widow to Court Secretary Sandul Veisa for 685 lei: "the order having been announced for a sufficient time at *sultan-mezat*, [...] the final price, namely 685 lei, which satisfied the seller as well, was paid honestly and faithfully by our boyar, Dimitrie Saule, former High Spatharus, and thus *concluded the mezat in the Princely Council*, after which sale he was given the deed with the sale concluded on his part, signed also by Costandin Veisa, treasury clerk, guardian of the copies, and my lord

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<sup>1</sup> "lei: 2000 – Panaite Gheorghiu; 2400 Eδωα...; 2510 Sandul condicar; 3550 lei dum(nealui) hat(man) Sandulache Sturza, i(u)n(ie) 25. Cu această somă de sus arătată, adică trii mii cinci sute cincizeci lei, s-au făcut hareci asupra dum(i)sale hat(manul) Sandulache Sturza, fiind mulțămire vânzătorului".

<sup>2</sup> "Vasile Chistruiul și cu frati-său Ian(a)che și cu muma lui, fiind datori cu 200 lei preotului Teofil de la Sfânta Vineri, puindu amanet o casă, cu vade pînă la 6 luni <...>, Și scoțînd casa la mezat s-au strigat de telali în 4 luni de zile și-au ieșit casa la mezat pînă la 103 lei; și Gheorghîță căpitan fiind megiiș de aproape și mai căzîndu-i-să lui ca să ia casa decît altora, au dat banii cîți au ieșit la mezat, 103 lei, bani gata, și-au luat casa".

<sup>3</sup> "fiind alături cu casa lui" – Ibid., vol. VI, no. 285, 426.

<sup>4</sup> "după care, iată și domnie me, prin acest al nostru domnesc hrisov, dăm și întărim stăpînire lui Dumitrachi gram(atic) pe aceste casă de sus arătate cu tot loc(ul) lor precum arată zapis(ul), care le-au cumpărat prin sultan-mezat, ca să aibă a le stăpîni cu bună pace în veci ca pe a sa dreaptă și cu toată credința cumpăratură".

Spatharus has not yet paid all the money”.<sup>1</sup> On 3 March 1799, Alexandru Ioan Calimah Voivode confirmed the ownership of former High *Vornic*, Constandin Balș over some plots in the suburb Muntenimea de Sus, purchased at *sultan-mezat*: “over which he asked his ownership to be confirmed, thus, by our present princely charter, we confer upon him and confirm the ownership of our boyar honestly and faithfully [...] to have as his property the indicated plots as something which at *sultan-mezat* was won by him”.<sup>2</sup> On 6 April 1800, Constandin Alexandru Ipsilant Voivode confirmed the ownership of Scarlat Manul, former High Chancellor over some houses in Târgul de Sus, bought at *mezat* for 9,200 lei: “our honest and faithful boyar, Scarlat Manul, former High Chancellor coming before us demanded a charter of confirmation to be issued for him by myself over some houses and their grounds in Iași, which he bought at *mezat* from Purveyor Alexandru Fote”.<sup>3</sup>

After the year 1800, sales at *mezat* became more and more numerous, because of which reason they drew the attention of lawmakers in the age, who tried to harmonize the Moldavian society’s demand for modernization with those in the European region. We mention only that dispositions referring to sales at *mezat* exist in Andronache Donici’s textbook of law, *Adunarea cuprinzătoare în scurt de pravilele cărților împărătești* (Short collection containing the regulations of imperial letters) (Iași, 1814), in *Codul Calimach* (Iași, 1817), in *Anaforaua* of 31 October 1819 “on the issue of public charter”,<sup>4</sup> in the revised edition of the *Sobornicescul hrisov* of 1835 and 1839, etc. Consequently to all these normative documents, the practice of sale at auction entered a new stage, of modernization and simplification which requires a separate analysis.

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In the course of the investigated period, by sale at *Cochii vechi* and *mezat* a series of princely incomes were leased, and numerous litigations caused by unsettled debts were also solved. Joint ownership existing until late, the necessity to divide an inheritance or a joint property was often fulfilled through an auction which resulted in the attribution of the goods for sale to the person who bid highest.

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<sup>1</sup> “după poroncă strigându-să în destulă vremea la sultan-mezat, <...> prețul cel mai de pe urmă, adică 685 lei, cu care s-au mulțămît și vînzătoare, l-au dat cinstit și credincios boierul nostru dum(nealui) Dimitrie Saule biv vel spatâr, și așa s-au făcut sfîrșitul mezatului în *Divanul Domnescu*, după care vînzătoare i-au dat și zapisul cu desăvîrșita vînzare din parte ei, iscălit și de Costandin Veisa diiacul de vistierie, episcopul copiilor, și dum(nealui) spat(arul) încă au dat toți banii deplin”.

<sup>2</sup> “asupra cărora cerșînd dum(nea)lui ca să i să întărească stăpînire, iată dar că, prin această a noastră domnească carte, dăm și întărim stăpînire cinstit și credincios boierului nostru <...>, ca să aibă a stăpîni arătatele locuri ca pe unile ci de la sultan-mezat au rămas asupra dum(i)s(al)i”.

<sup>3</sup> “înainte domniei mele viind al nostru cinstit și credincios boieru, dumnealui Scarlat Manul biv vel logofăt, au creșut ca să i să facă hrisov de întăritură de la domnie me asupra unor casă cu locul lor din Iași, ce prin mezat au cumpărat de la sulger Alexandru Fote” – *Ibid.*, vol. X, 39, 194–185, 225, 296.

<sup>4</sup> “în pricina obștescului hrisov”.

Selling at *Cocnii vechi* was used mainly to grant lease on some princely incomes, while selling at *mezat* was used for the alienation of the so-called *immovable* goods. It seems that there was a difference between *mezat*, which meant forced sale, and *sultan-mezat* which indicated voluntary sale at auction.

The causes for goods to be put up for auctioning were different, but the entire mechanism was coordinated by the Princely Council. Advertisement was ensured by verbal announcements made simultaneously in the locality where the goods for sale were, at the sub-prefects, and the Princely Council. The person who actually carried out the formalities of announcement was the head auctioneer.

As in the case of direct sale, according to medieval ownership rights, and in the case of selling at *mezat*, the right of priority had to be respected. In order to maintain the control over the circulation of plots and buildings, and to avoid illegal alienations, the *Sobornicescul hrisov* issued by Prince Mihail Suțu in the year 1785 introduced a stage of preliminary verification of the right of priority, the so called “advertisement” in the procedure of selling at *mezat*.

The termination of the transaction was made in the Princely Council, by *hareci*, that is, the auction itself and the awarding of the goods with the consent of the involved parties. In the end, on the basis of the documents presented by the chancery, the Prince confirmed the ownership of the new proprietor.

Translated by Ágnes Korondi