Chapter 16

Hospitaller Estate Management in the Medieval Kingdom of Hungary (Thirteenth to Fourteenth Centuries)

Zsolt Hunyadi

Even to scholars in the field it is worth emphasizing that the Hospitaller preceptories were, to a great extent, economic units and that ‘the Hospitaller preceptory would have served far more as a centre for the collection of rents and fees and the management of produce rendered in kind’. Like other European priories, the Hospital settled in the medieval kingdom of Hungary, partly in order to establish or to extend the financial basis for the fight against the infidel. Accordingly, the rural preceptories were more numerous than those established for the needs of pilgrims and the poor. The overall goal of these preceptories was to find and/or create the most profitable methods of estate management within the local physical and social environments. The brethren were not to ‘eat up’ the incomes of a single preceptory; therefore, the Order strictly limited the number of recruits entering the European preceptories over time, especially after the fall of the Holy Land. A survey of estate management practised by the Hungarian–Slavonian priory is presented here from this particular point of view.

A certain knowledge of Hungarian society is required in order to interpret several of the phenomena encountered, such as the predial nobles of the Hospitallers and their iobagiones (peasant tenants), although it is impractical to enumerate all the thirteenth- and fourteenth-century changes which characterized Hungarian society, even though it would lead us to a more profound understanding of Hospitaller estate management. Moreover, most of the landed properties except for the Templar possessions were acquired before 1301, while the majority of the extant sources were issued in the fourteenth century. Thus in this reconstruction, we are limited mainly to the Angevin period between 1301 and 1387.

The manorial system of the Hungarian kingdom took solid shape during the late eleventh and twelfth centuries. It consisted of three major seigneurial systems: the

---


royal, the ecclesiastical, and private lordships. The Church exploited its estates through the labour of the bondsmen/-women (proprii), who, in the eleventh and twelfth centuries, were regarded as belonging to the land. They can be classified according to the service they rendered to the particular ecclesiastical institution: those involved in husbandry (aratores, vinitores), craftsmen, and warriors ‘jobbágyok’ (iobagiones exercituantes seu bellatores). It is worth emphasizing that the above functions were not professions, but only referred to the service which the populi was supposed to provide towards; in our case, the Hospitallers. The Church did not hold slaves (veri servi), but in other respects its manorial system proved to be rather conservative through time. The social changes mentioned above elevated the (noble) iobagiones of the Church no higher than the level of the dependent freemen who were obliged to perform military service for the particular ecclesiastical institution. This development came to an end in the fourteenth century, and was replaced by a legally integrated social layer of iobagiones who reached the status of free men. Their status was common in respect to: (1) the seigneurial impositions they were burdened with, (2) a similar property status, and (3) the right of free movement. Those belonging to the social layer formerly called iobagiones of the Church were raised to so-called nobles praeidiales. They belonged to the group of particular or conditional nobles which was of a lower status compared to the veri nobiles regni whose holdings of allodial lands did not involve any service. The predial nobles in general were supposed to render military service to the Church. The nobles of the Church had their own autonomy, which they managed to preserve as late as the nineteenth century, although they appeared in fourteenth-century congregationes generales in the same way as their ‘unconditional’ fellow nobles of the realm.

When surveying the above social groups, it is striking that observations have had to be based on a relatively small amount of source material. The Hospitallers are not extraordinary in this respect among the religious orders settled in Hungary; sources concerning the relationship between the lord and his tenants are very rare. Peasants seldom required written evidence concerning their affairs; for instance, about the payment of their duties. Moreover, they had little immediate contact with their lord. The revenues were administered by the lord’s official, or, in the Hospitallers’ case, either by the procurator of the preceptory or the headman/revee (villicus) of the village. Even if there was a written record about a given act, there was no reason to keep it for decades since it did not have legal force or a claim for doing or having

---


5 Bónis, Hűbériség és rendiség, p. 157.
anything in the long term. Probably it was the seigneurial jurisdiction which provided the court of first instance for those who lived on the lord’s lands more iobagionum. It is not clear in the case of the Hospitallers whether it was properly exercised by the prior or the relevant preceptor. Most likely it was an important issue in 1329, when the prior deprived one of the Order’s leaseholders of his piece of land because he had conspired against the Hospital by involving the tenants of the priory and recognizing an illegal preceptor. The exact relationship between the Order and the promoter of the conspiracy is not clear from the source, but most probably he was not a predial noble of the priory. Had it been so, he would not only have been deprived of his lease, but the Hospitaller prior would have exercised his jurisdiction over him. Occasionally, scattered materials refer to the Order’s predial nobles, although their specific activities are not mentioned nor is their exact status discernible. One can often find, however, others who were burdened with duties (fidelitas) more aliorum fidelium predialium nostrorum. In order to identify their status, it is necessary to investigate the sources concerning the Order’s term leases.

As an ecclesiastical institution, there was no ‘ordinary’ way of permanently alienating its landed properties, although in 1322 Pope John XXII permitted the Order in Hungary to alienate its estates in order to reduce its debts. Charters seldom report sales and exchanges of properties. In the case of the latter, the estate was either conveyed to the king (1328) or the transaction was accomplished with

---


7 National Archives of Hungary, Budapest, Collectio Antemohacsiana, photocopies (hereafter Df.) Df.257974, Df.258481.


10 For example, Codex diplomaticus Hungariae ecclesiasticus ac civilis, 4.3, pp. 98–9 and 6.2, p. 110; A nagy-károlyi gróf Károlyi család oklevétárára [Charters of the Károlyi Family], ed. K. Géresi, 5 vols (Budapest, 1882–97), 1, pp. 2–3; CH, 3, no. 3030.

11 Kostrenčić and Smičiklas, 9, pp. 380–81; Anjou-kori oklevétár, 12, p. 55.
his approval\(^\text{12}\) (once with that of the queen, in 1340\(^\text{13}\)). As far as the Hospitallers are concerned, it is relatively easy to reconstruct the conditions of their leases. As emphasized above, the overall goal of the brethren was to achieve the most profitable estate management. To this end, they either cultivated their own lands in certain parts of Europe or rented them out to laity.\(^\text{14}\) There is virtually no information about leases in the Arpadian period, which means that either the Hospitallers preferred their own management in the early period, or the evidence has disappeared owing to the heavy losses of source materials up to the end of the thirteenth century. This idea is confirmed by the fact that Peter, preceptor of Szomolya, Sziráik and Tolmács, appeared as the leaseholder of a piece of land before 1274. It turned out, however, that he had neglected to pay the rent for a long time; therefore, the keeper (\textit{custos}) of the Esztergom Cathedral chapter revoked the lease.\(^\text{15}\) Moreover, the first known lease of priory estates concerned empty and deserted lands (\textit{terras domus nostre vacuas et quasi desertas}), which the new leaseholder was expected to bring into cultivation.\(^\text{16}\)

The first important information to be noted is that leases were mostly written during the provincial chapters of the priory. According to the customs of the Hospital, the presence of at least four brothers (preceptors) was required to form a quorum for decisions on the affairs of the Order, especially in the case of landed properties.\(^\text{17}\)


\(^\text{13}\) \textit{DF}, 200871; B.L. Kumorovitz, \textit{Veszprémi regeszták (1301–1387) [Charter calendars from Veszprém]} (Budapest, 1953), no. 133; \textit{Anjou-kori oklevélár}, 24, p. 231.


\(^\text{16}\) \textit{Árpádkori új okmánytár}, 9, pp. 128–30; \textit{CH}, 3, no. 3572; Kostrenčić and Smičiklas, 6, pp. 137–8.

In the priory of England, for instance, even if the prior happened to issue charters concerning leases under his own seal, the document was supposed to be confirmed by the common seal of the priory at the next provincial chapter.\textsuperscript{18} The Hungarian–Slavonian priory followed a similar process, as far as it is possible to reconstruct the dates of provincial chapters on the basis of the charters issued for term leases.\textsuperscript{19} Some exceptions can be found in the case of the Székesfehérvár preceptory,\textsuperscript{20} which rented out its estates without the consent of the provincial chapter. Most likely there were always enough resident brothers besides the preceptor to hold a vote. Karl Borchardt observed that in the province of Alamania, the preceptor was authorized to farm out landed properties without the consent of the brethren if the rent did not exceed a certain sum of money.\textsuperscript{21}

Unlike many Western priories, the local Hospitallers did not appoint rent collectors but instead they fixed term-days. These were roughly the same for all leaseholders, who were to appear at the provincial chapters where either the prior or the lieutenant prior along with the brethren were also present.\textsuperscript{22} Occasionally a single term-day was designated, but generally they fixed two term-days:\textsuperscript{23} the feasts of St George and St Michael, or their octaval feast. Sometimes they fixed other term-

\textsuperscript{18} Gervers, \textit{Prima camera}, p. lxxii.
\textsuperscript{22} In 1353, Baudoin Cornuti confiscated the estates of those leaseholders who did not appear at the provincial chapter for the payment of the rent. The prior called the absentee leaseholders ‘rebelles’, ‘infideles’ and ‘contumaces’ for not attending the assembly: Kostrenčić and Smičiklas, 12, pp. 165–7. See also the convocation on 8 September 1374: \textit{Codex diplomaticus Hungariae ecclesiasticus ac civilis}, 9.4, pp. 614–16.
\textsuperscript{23} Árpádoki új okmánytár, 9, pp. 128–30; \textit{CH}, 3, no. 3572; Kostrenčić and Smičiklas, 6, pp. 137–8; \textit{Codex diplomaticus Hungariae ecclesiasticus ac civilis}, 8.3, pp. 147–9; \textit{Anjoukori oklevélár}, 10, pp. 146–7.
days: All Saints’, St Martin’s, Holy Trinity, Palm Sunday, Easter, Pentecost, or Christmas. The Hospitallers in Hungary did not align themselves with the feast of St John the Baptist as in many other priories. This phenomenon is perhaps rooted in the fact that the priors of the Hungarian–Slavonian priory simultaneously held several proral seats (that of Venice, Rome and Capua) during the fourteenth century, and thus it was not feasible to visit all the provinces at the same time even if they were peripatetic. In general, the prior visited Hungary once a year, but sometimes the interval was extended to three years.

The Hospitallers rented their lands out for either a fixed or an unspecified period of time. As for the former, the only condition for the continuation of the lease was the regular payment of the rent. However, the contracts produced by the Order had at least two characteristic features. First, in the case of the majority of leases, the Order farmed out its lands to those who had already proved their adherence to the Hospital. Moreover, the issuer of the charter sometimes made mention of the deeds or merits of the would-be leaseholder in the narration passage. Accordingly, the fidelity expressed towards the Order was added to the prerequisites for the continuation of the lease. At times, remarkable importance was attributed to fidelity, as happened in the course of the very first case. Here the prior emphasized in the agreement that the only situation that would cause

---

24 Codex diplomaticus Hungariae ecclesiasticus ac civilis, 8.3, pp. 147–9; Anjou-kori oklevéltár, 10, pp. 146–7.
26 Anjoukori Okmánytár, 1, p. 376; Anjou-kori oklevéltár, 4, pp. 11–12.
29 A Blagay-család oklevéltára, pp. 74–5; Kostrenčić and Smičiklas, 8, pp. 353–4; Anjou-kori oklevéltár, 3, p. 316.
30 Codex diplomaticus Hungariae ecclesiasticus ac civilis, 8.3, pp. 341–3; Anjou-kori oklevéltári, 12, p. 146.
31 Although it did occur: Dl.100023.
33 Hunyadi, Hospitallers in the Medieval Kingdom of Hungary, p. 94.
34 For instance, on 26 May 1328: Fejér, 8.3, pp. 341–3; Anjou-kori oklevéltár, 12, pp. 146–7. In this particular case, the condition of the rent was as follows: ‘… usque dum dictus Codulus et sui heredes fideles permanebunt domui nostre et dum censum supradictum plenarie annuatim domui nostre persoluerint.’
35 Cf. Anjoukori Okmánytár, 1, p. 376; Anjou-kori oklevéltár, 4, pp. 11–12.
36 From a charter of 1329, it turns out that Domenico Ragazzino served the Order both ‘ultra et citra mare’: Df.257974, Df.258481. Anjou-kori oklevéltár, 13, pp. 366–7.
the Order to initiate cancellation of the lease was *in manifesta infidelitate contra domum nostram*. Nonetheless, from the complaint of Prior Baudoin Cornuti in 1359 it is apparent that the Order was unable to recover formerly leased estates belonging to the priory from those who ceased to be adherent to the Order. This was the reason for the application to the king, who eventually gave his consent to an extension of the thirty-two-year period of usucaption (*praescriptio*). As for fidelity or the particular relationship between the Order and its leaseholder, two interesting cases may be mentioned. As a means of redemption, in 1374, Preceptors Albert of Székesfehérvár and John of Szentlőrinc leased a piece of landed property to a certain John and Elisabeth, son and daughter of Paul of Tarcha. According to the charter, the Hospitallers committed violent trespass in the course of which they killed a brother of the above, broke the leg of another, beat Elisabeth herself, and captured nine of their peasants. On the basis of the judgement by *ad hoc* judges (*probi viri*), the Order offered a contract for annual rent, although it is not known how far it was advantageous to the injured. Two years later, in 1376, another peculiar case was recorded by Gwylermus de Alcaniz, preceptor of Božjakovina. Nicholas, son of Arland, was formerly a leaseholder of the Hospital, but he had been deprived of his rent for unknown reasons. He did not acquiesce in the decision of the Order, and he sued the Hospitallers. Finally, he managed to regain his former status under renewed conditions.

Another characteristic feature, closely dependent on the above, was – as noted by the Hungarian György Bónis half a century ago – that leases implemented by military-religious orders were quite particular in Slavonia. Independent of their social status, the leaseholders assumed the same burdens as the *predial* nobles of the Order. This was probably the reason for emphasizing the importance of *fidelitas*, which was a substantial element of the *praedialis* relationship. The various elements of the contracts bear further examination. In addition to the rent, the prior occasionally reserved the jurisdiction over the three or four most serious crimes for

---

37 Árpádokorú új okmánytár, 9, pp. 128–30; CH, 3, no. 3572; Kostrenčić and Smičiklas, 6, pp. 137–8. It is to be noted, however, that those who proved to be ‘faithful’ leaseholders could apply to rent more lands. This was the case with Thomas Black (*dictus Niger*), who rented one estate of the priory from 1304 and another from 1321: Kostrenčić and Smičiklas, 8, p. 74 and 9, pp. 10–11; Anjou-kori oklevéltár, 1, p. 273 and 6, p. 39.

38 *Codex diplomaticus Hungariae ecclesiasticus ac civilis*, 9.2, p. 373; 9.3, pp. 42–3; 9.7, pp. 94–5. It is, however, somewhat problematic that customary law demanded forty years of *praescriptio* against ecclesiastical estates and thirty-two against noble properties: Gy. Bónis, Középkori jogunk elemei (Római jog, kánonjog, szokásjog) [Elements of Medieval Hungarian Law (Roman law, Canon Law, Customary Law)] (Budapest, 1972), pp. 90–91.

39 *Codex diplomaticus Hungariae ecclesiasticus ac civilis*, 9.4, pp. 611–13. It turns out from the charter that Albert’s son (*filius suus*), a certain Iwko de Kusychya, was also involved in the case. However, it is not clear from the wording of the document whether the named Hospitallers committed these serious sins or ‘only’ ordered them.

40 Df.230580.

himself or for the preceptor of the given territory (*districtus*). He also sometimes conceded it to the leaseholders. However, they generally owed the preceptor or prior two-thirds of all fines imposed on the people of the estate, while he could retain one-third of the amount. Moreover, in a manner similar to the tenant peasants and *predial* nobles, the prior expected feed and fodder (*descensus*) from the leaseholders either in fact or in a commuted form (in cash or in kind). Leaseholders were also expected to give holiday gifts (*munera*), but sometimes they were released from this burden. Still extant are several dispositions regarding taxes which possibly related to the immunity won by the Order: the tithe on pigs (*decima porcorum*), the marten-fur tax (*marturina*), other *tributa, collecta et exactiones*, and occasionally the tithe as well.

Last but not least, insight can be gained into the operation of the leasing system. On the basis of nine charters – out of some fifty documents which recorded term leases – the renting out of one of the priory estates can be reconstructed for almost two decades. The first known event is the act in 1360, when Prior Baudoin Cornuti leased a possession of the Order in Szenta – which belonged to the preceptory of Csurgó – to the sons (Stephen, John, Nicholas and Ladislas) of the late Nicholas of Lendva. The lease was given for their lifetime, with a rent of five marks to be paid annually on the feast of St Michael. Baudoin reserved his jurisdiction over major crimes (bloodshed, arson and theft). The prior demanded the tithe from the leaseholders’ produce and, ‘similarly to the *praediales* of the Order’, once a year they were supposed to provide feed and fodder to the prior or the preceptor of Csurgó. These conditions were to be valid as long as the leaseholders remained faithful to the Hospital. The leaseholders regularly met the payment, at least up to 1368. In 1371, the prior modified the contract by conceding the jurisdiction over major crimes, and the leaseholders were allowed to keep the fines they acquired from such activities. Then three new elements were added to the contract. First, only two sons of the four, Stephen and John, were listed as leaseholders in 1371. Second, the rent was raised from five to fourteen marks, although there is no sign of either the extension of the estate or the inclusion of additional landed properties. Third, probably in respect of

---

42 For example, *Árpádkori új okmánytár*, 9, pp. 128–30; *CH*, 3, no. 3572; Kostrenčić and Smičiklas, 6, pp. 137–8.
43 See Df.257974, Df.258481.
46 Kostrenčić and Smičiklas, 9, pp. 10–11; *Anjou-kori oklevéltár*, 6, p. 39.
47 Kostrenčić and Smičiklas, 8, pp. 556–9; *Anjou-kori oklevéltár*, 5, pp. 294–5.
48 *Anjoukori Okmánytár*, 1, p. 376; *Anjou-kori oklevéltár*, 4, pp. 11–12; 5, pp. 294–5 and 6, p. 39; Kostrenčić and Smičiklas, 8, pp. 556–9 and 9, pp. 10–11.
50 Between 12 September 1360 and 29 September 1377.
52 They paid 80 deniers in 1363 (*Codex diplomaticus Hungariae ecclesiasticus ac civilis*, 2, p. 168), 50 deniers in 1366 (DL.5498) and 1368 (DL.5704) as *descensus*.
the raising of the rent, the prior demanded that the rent be divided into two parts, to be paid at the feasts of St George and St Michael. That is, he replaced the former single term-day with two days. Extant records reveal the fulfilment of the contract up to 1377, and it seems that the rent was paid twice a year.\textsuperscript{54} From 1371, however, the leaseholders obtained a receipt not from the prior, but from the preceptor of Csurgó, who was in charge of the territory. The reason for this is to be sought in the succession of the priors. Raymond de Beaumont, the new prior, convoked all the priory’s *prediales* and leaseholders at the first provincial chapter which he headed in 1374. Thus the prior renewed the contracts with the Order’s leaseholders,\textsuperscript{55} including the Lendvais, whom, by this token, he exempted from the *descensus*. Afterwards, however, he left the country and entrusted some of his duties to his lieutenant, Arnold de Beaumont, who happened to be the preceptor of Csurgó.

The period following the succession of the new prior saw new phenomena not only in the Hungarian–Slavonian priory, but in the Hospital as a whole, as the Great Schism created manifest divisions within the provinces of the Order. It is not surprising that sources reporting untroubled estate management virtually disappear from the ‘divided’ priory until the end of the period in question (1387).\textsuperscript{56} It is the objective of further research to reconstruct the basic characteristic features of the relationship between the Hospitallers and their leaseholders, and of the Order’s estate management.

\begin{footnotes}
\item[54] Ibid., pp. 523–4 (1373); DL.6221 (1374), DL.6383 (1376), DL.6459 (1377).
\item[55] *Codex diplomaticus Hungariae ecclesiasticus ac civilis*, 9.4, pp. 614–16; DL.6319.
\end{footnotes}