

THE LEGAL STATUS OF THE ROMANIAN PEASANT BETWEEN 1866 AND 1918

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Abstract: *Our paper presents, from both a historical and legal perspective, the status of the peasant class in the period following the forced abdication of Alexandru Ioan Cuza, namely 1866 and prior to the Great Union of 1918. These years were marked by a deeply unjust legal and social regime, inequitable and seriously discriminatory against peasants. Our analysis focuses on the relations between peasants and boyars, regulated by the Law on Agricultural Agreements (1866), an act that unfairly influenced the material and legal condition of the peasantry for more than half a century.*

Key words: *peasants, boyars, legal regime, social status*

1. Introduction

On February 11/23, 1866, Prince Alexandru Ioan Cuza was forced to abdicate, an event that would have a radical effect on the Romanian society of the time, in terms of both the domestic and foreign policy (Murzea, and Matefi, 2015, p. 91), especially in regards to the provisions governing the relations between peasants and boyars. While the agrarian reform had begun to grant peasants rights and freedoms, with the removal of Alexandru Ioan Cuza from power, they were forced to endure harsh new working and living conditions.

The election of Prince Carol I of Hohenzollern-Sigmaringen on April 9/21, 1866, provided a favourable context for the adoption of a new constitution on July 1/13, 1866. This constitution enshrined the constitutional monarchy, guaranteeing the rights and freedoms of citizens, and was based on the Belgian model. However, the electoral system remained class-based. During this period, liberals and conservatives had diametrically opposed views on agricultural and industrial development, which undoubtedly affected the role of peasants in society. In this regard, liberals believed that modernizing the production and improving the living conditions of peasants were necessary, while conservatives considered that the agrarian reform had completely solved the problem of peasants, with no need for change, expressing their intention to protect the interests of landowners (Hitchins, 2013, pp. 39-43).

In terms of private law, there were certain provisions that deviated from the modern

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principles of the Civil Code of 1865, especially concerning the peasantry, which constituted the vast majority of the population. In 1883, out of a population of approximately 7 million, 81.6% lived in villages and 18.6% in towns. Since 80% of peasants did not have enough land, they were forced to work on the estates of large landowners, under a system introduced by the Agricultural Agreements Act of 1866, characterised by the dependence of the peasants on the boyars' estates and of the boyars on the peasants' labour, in which the latter were severely disadvantaged (Cerneia, and Molcuţ, 1996, pp. 210-211).

The Law on Agricultural Agreements or the Law on Agricultural Work Negotiations and Their Execution was adopted on March 18/30, 1866 (C.C. Giurescu, 1971, p.219), and represented the legal instrument that gave landowners and large tenants the right to use the state apparatus to exploit the peasant masses, culminating in the establishment of forced enforcement of agricultural agreements during the conservative government of Lascăr Catargiu.

This new derogatory law essentially violated the principles established by the Civil Code, in terms of the form, content and effects of the contracts (Cerneia and Molcuţ, 2006, p.287). Being economically dependent on large landowners, peasants were forced to enter into contracts—agreements—on terms dictated by them, and to assume obligations that were difficult to execute. The interposition of tenants between landowners and peasants, permitted by this law, resulted in the intensification of the exploitation of the peasantry, profoundly influencing their material and legal status.

2. The Agricultural Agreements Act of 1866

According to the law, contracts or agreements between landowners and peasants were for the leasing of land.

Agricultural contracts between landowners and peasants often contained detailed clauses regulating how the work was to be carried out. Thus, importance was attached to the efficient and proper cultivation of the land and compliance with the agricultural calendar: “all work to be done well, economically and on time” (Popescu-Puţuri and Oţetea, 1977, pp. 105-106). Furthermore, the contracts stipulated certain standards regarding the quality of the seed material, specifying that: “reference is made again in this contract to the quality of the seeds to be sown, which must be well cleaned, prepared, and evenly distributed over the cultivated land” (Popescu-Puţuri and Oţetea, 1977, pp.105-106).

The agreement also expressly mentioned the peasants' obligation to pay tithes on each agricultural product, as well as the task of transporting these tithes to the collection points established on the estate: “the obligation of each contracted peasant to pay tithes on each cultivated product, as well as to ensure the transport of the tithes by the inhabitants to the collection points on the estate” (Popescu-Puţuri and Oţetea, 1977, pp. 105-106).

The final part of the contract reinforced the relationship of subordination between peasants and landowners by explicitly requiring peasants to comply with the provisions of the agreement, which was to be authenticated by local authorities: “their agreement

to comply strictly with the landowner's requirements in accordance with the above agreement submitted for authentication to the local authorities" (Popescu-Puțuri and Oțetea, 1977, pp.105-106).

With regard to the form of the contract, it was stipulated that, in order to validly conclude the lease agreement, the parties were required to register their agreement in a register of agricultural agreements kept at the town hall. Only by transcribing the contract into the register did it become authentic, being a solemn legal act which, at the request of the landowner, was vested with enforceability.

Thus, if the peasant did not fulfil his obligations under the contract, the boyar had three means of enforcement at his disposal.

The first method consisted of obliging the peasant who had not fulfilled his obligation to the boyars to pay compensation, and if he was unable to pay, the boyar had the right to request the sale of the insolvent debtor's property.

The second method allowed the landowner to hire third parties to execute the obligation not fulfilled by the peasant, with the payment of those hired to be made by the peasant bound by the agricultural agreement at the prices of that season.

The third option involved the landowner resorting to administrative authority to compel the peasant to perform the work he had agreed to do. This option of forced enforcement was strongly reminiscent of old feudal practices and, due to its clearly discriminatory nature towards peasants, violated the provisions of the 1866 Constitution. Similarly, the Law on Agricultural Agreements was inconsistent with the regulations established in common law, since, according to the Civil Code of 1865, if an obligation to perform was not fulfilled, it was transformed into an obligation to pay compensation for the damage caused to the creditor. However, enforcement consisted of compelling the debtor peasant to fulfil the obligation to perform. Furthermore, considering that the wording of the initial draft of the law urging peasants to work was not sufficiently clear, in 1872, an important clarification was made by amending the law, according to which, in order to compel peasants to fulfil their obligation to work, local administrative authorities could resort to the services of the *Dorobanți*, i.e., armed coercion. This text was later repealed, and agreements were limited to one year, but the system remained oppressive, which led to an increase in peasant movements.

Still regarding the lease agreement, there are other provisions that disadvantaged peasants in terms of the scope of their obligations and the manner of their enforcement in the event of a dispute between the peasant and the landowner. If the claimant was the landowner, then the dispute was settled by the administrative authority, following a special procedure, but if the peasant was the claimant, he did not have the right to invoke this procedure, but had to comply with the common procedure, i.e., to bring an action in court. This special exemption in favour of the boyars was justified by the fact that agricultural work is urgent and must be performed during a specific season, and going to court would result in wasted time and expense, but this reasoning no longer applied if the peasant had a claim against the landowner. Thus, if the peasant complained that he had received less land than stipulated in the contract or that the land was of inferior quality, he had to use the usual procedure, bringing an action before the ordinary courts, assuming the risk of long journeys, loss of time, and expenses. As

for the evidence of peasants' debts and payments made by them, the landowner could prove the peasant's debts through his own register, in which he noted the obligations assumed and the payments made, which served as evidence in court. That being said, the peasants, most of whom were illiterate, did not keep such registers and could not know the content of the boyars' entries and to what extent they reflected the truth, so that the evidence presented was to their disadvantage, resulting in the boyars winning the overwhelming majority of the lawsuits.

The unfair system introduced by the agricultural agreement law significantly affected the development of agriculture and Romanian society as a whole, and was one of the main factors causing the gradual increase in tensions between peasants and landowners, tensions that reached their peak with the Peasant Uprising of 1907.

2. Peasant Uprising of 1907

2.1. The reception of the uprising in Romanian literature

The situation that crystallized in the light of all the shortcomings, blatant discrimination, and unfair social treatment, and especially the legal ones affecting the peasantry, marked the outbreak of the 1907 Uprising, which Liviu Rebreanu captures in a truthful and shocking manner in the novel bearing the name of the historical event. Although the author transposes the events of 1907 into the literary dimension of fiction, he renders with great accuracy the social climate prior to the outbreak of the revolt, embracing the aesthetics of realism that made him a renowned author. The main character is not an individual, but a collective, represented by the peasantry. This idea is highlighted by a striking passage found in Chapter XI: "With red faces and fiery eyes, they waited and urged each other on as if at a grand wedding. Everyone had something to say, as if the others knew nothing or were not present, and they all said the same thing and almost the same words" (Rebreanu, 1932, p. 248). The novel captures in detail the precarious living conditions, hunger and poverty, and also the feeling of helplessness, which, carried in the hearts of generations of peasants, triggers the courage of a social class that no longer represented just a group of individuals, but a unanimous voice fighting for the greater good – "the hundreds of faces, with the same expression, seemed to belong to the same head, with the same thoughts and feelings, one and the same man in infinite copies" (Rebreanu, 1932 p. 80).

2.2. The causes of the peasant uprising

The unfair structure of agricultural property at the beginning of the 20th century was described by Gheorghe D. I. Creangă as one of the most harmful and unnatural in Europe, highlighting the disparities between landowners and peasants in terms of land ownership. It is relevant that, although most agricultural land was owned by landowners, the predominant agricultural inventory was in the possession of peasants. Of the nearly 477,000 simple plows in existence, only slightly more than 5% belonged to landowners, with the rest being owned by peasants. The same situation was found in the case of working animals, where over 90% were found in peasant households. The

lack of land forced peasants to work the landowners' land under agricultural agreements, in oppressive conditions. Many landowners did not live in the area and rented their estates to tenants, who in turn sublet them to peasants, often under exploitative conditions (Rosetti, 1986, pp.132-134).

Another source of discontent for the peasantry was the burden of extremely high-interest loans. A survey conducted by the Ministry of Agriculture in 1900 revealed that interest rates ranged from 300% to 550% per annum. These practices had a devastating impact on the economic situation of peasants, amplifying their dependence. In an attempt to combat this phenomenon, people's banks and credit cooperatives were established, initiated by local intellectuals and supported by ministers such as C. I. Istrati and Spiru Haret. In spite of having a beneficial effect, these institutions failed to completely eliminate the influence of moneylenders. In 1904, village communities were established, organizations made up of peasants, supported by people's banks. Their purpose was the collective purchase of land, thus aiming to eliminate intermediary landlords (Agrigoroaie, 1987, pp.214-216).

The situation of peasants was aggravated by the fact that each family paid, on average, more than other social groups. Added to this reality were the difficult living conditions. Many of them lived in hovels or modest houses with one or two rooms, built from inferior materials. Overcrowding and poor hygiene contributed to the deterioration of their daily quality of life. Their diet was also modest, so although Romania was one of Europe's main grain exporters, peasants did not benefit from the fruits of their labour.

2.3. The outbreak of the uprising

The peasant uprising of 1907 was preceded by a series of social movements, reflecting constant tensions. These actions by the peasants, which took place between 1904 and 1906, were a precursor to the events of 1907. Observers of the social phenomenon among the peasants warned of the imminence of such an uprising. In 1906, Constantin Stere, concerned with the agrarian problem, believed that: "the moment is approaching when the Romanian kingdom will be subjected to a harsh examination by history" (Platon, 1985, p. 386).

The uprising initially broke out in Flămânzi, in Botoșani County, on February 8/21, 1907. The unrest quickly spread to the surrounding villages, and soon hundreds of peasants from Flămânzi, Frumușica, Rădeni, and Storești gathered at the town hall to demand changes to the agreements. These actions, which marked the first phase of the uprising, spread to numerous villages, such as Dorohoi, Hudeștii Mari, Hănești, Iași-Bădeni, and Ceplenița. The peasants set fire to the lease registers, drove away the landowners and tenants, and destroyed the local administration offices. As time went on, the movements became more violent: the peasants abandoned negotiations and legal channels, resorting to direct confrontation with the landowners and tenants. Clashes with the forces of repression spread, involving the counties of Suceava, Neamț, and Vaslui, as well as the cities of Dorohoi, Botoșani, and Iași, where crowds stormed various locations. The first casualties were recorded in these battles.

Initially, peasant attacks focused on landlords, innkeepers, or their collaborators, many of whom were Jewish, which led to the erroneous belief that the uprising was anti-Semitic in nature. However, as the movements advanced, it became apparent that the peasants made no distinction between the nationality of the landowners or tenants. The peasant movements subsequently spread southward, covering the entire region of Moldavia, and then quickly broke out in the counties of Muntenia and Oltenia.

The suppression of the peasant uprising throughout Moldova, as well as in the rest of the country, was swift, prompt, and particularly violent. The severe repression was implemented with the consent of the two ruling political parties, as internal instability could have serious consequences, paving the way for the imperialist aspirations of the neighbouring great powers. As a result of the repression, thousands of victims were recorded, and tens of thousands of people were arrested, prosecuted, and tried for direct involvement or support of the revolt. Arrests were also made among workers, intellectuals, and soldiers who showed solidarity with the "white slaves of the black furrow," as Nicolae Iorga called the peasants (Romanian history, 2003, p. 101).

3. The changes made to the Agricultural Agreements Act after the Peasant Uprising of 1907

In the period immediately following the uprising, Romania's political and ideological life experienced unprecedented effervescence, generated by the need to find solutions to the "peasant question". The problems of rural relations and the demands of the peasants were reflected in the doctrinal debates of the time, being analysed in scientific papers, brochures, parliamentary speeches, and even articles published in the press of the time. In this climate, distinct currents of opinion emerged, reflecting the divergent interests of different social classes.

These multiple concerns highlight not only the breadth and depth of the impact that peasant movements had on Romanian society, but also the intensely polarized ideological climate that characterized the period immediately following the events. The uprising thus served as a catalyst for social and political debate, contributing decisively to the repositioning of public discourse around the agrarian issue.

Over time, the Agricultural Agreements Law underwent a number of changes, motivated by the constant discontent expressed by the peasants.

One of these consisted in abolishing the tithe on the field (Cernea and Molcuţ, 2006, p. 258), an excessively onerous form of leasing, which required peasants to work, for the benefit of the owner, an area of land equivalent to that leased. Since the two areas of land were located in different places, peasants were forced to work primarily on the land belonging to the landowner, to the detriment of their own crops. Following the new changes, tithes and agreements were prohibited. If the peasant failed to fulfill his payment obligations related to agricultural work, such as haymaking or plowing, the landowner could request the communal executor to seize the harvest. The peasant had the right to appeal against the seizure within five days of its imposition, the request being settled by the district court. The decision thus pronounced was final and could not be appealed.

Another legislative change concerned the situation of common pastures (*Ibidem*), which had long been a pressing issue in the peasant economy. Since peasants worked both their own land and that of large landowners, using their own agricultural inventory, especially livestock, pastures were necessary to maintain them. In contrast, landowners, who generally owned few or no animals, showed no interest in preserving common grazing lands, preferring to convert any available land into farmland that they could cultivate. Moreover, they took advantage of the lack of pastures by offering peasants access to small areas of land, but under extremely disadvantageous economic conditions.

The amendments adopted in 1907 did not establish a legal obligation for landowners to make land available to peasants for the purpose of establishing common grazing lands, but were limited to provisions of a recommendatory nature. However, the commune now had the authority to purchase land for grazing, either from owners within the same locality or from neighbours. As a priority, this land was to be purchased from landowners whose properties had been affected by the land reform of 1864. However, the large landowners were reluctant to sell such areas, which made it difficult to set up common grazing lands and meant that the peasants' problems continued to exist.

Regarding the amendments to the law, we also mention the setting of price limits for agricultural work and land, namely minimum and maximum limits. The minimum limits referred to the payment of the peasants corresponding to the work of the land, and the maximum limits referred to the rent paid by the peasants. The main flaw in this amendment was that the aforementioned limits were based on the average prices of the last three years before the uprising, with land rents remaining too high and peasants' labour being too poorly remunerated.

In order to ensure balanced and uniform application of the law, as well as to prevent possible abuses in relations between landowners and peasants, the law provided for the establishment of a body of regional inspectors, vested with supervisory and control powers. At the same time, it was made mandatory for lease agreements to be concluded using forms established by the Ministry of Agriculture, authenticated by the mayor, assisted by the communal executor.

Agricultural legislation after 1907 was far from resolving the contradictions in agriculture, as relations bearing the mark of feudalism continued to prevail. After the Constitution was amended in 1917, these relations were gradually abolished through the reforms brought about by the agrarian reform carried out in all Romanian territories, which included the expropriation of land and its distribution through sale to peasants.

3. Conclusions

The condition of Romanian peasants between 1866 and 1918 was defined by the restriction of their rights in relation to the obvious favouritism shown towards landowners, who were supported by the legal framework existing at the time in their efforts to exploit peasants in unnatural ways. The law on agricultural agreements, marked a "step backwards" compared to the progress and initiative to modernize

society achieved by the former ruler Alexandru Ioan Cuza.

Through the 1907 uprising, peasants achieved more than just fighting for their rights. The peasant movement was not just about harsh working conditions, as it represented a true manifesto for the principle of equal rights, seriously raising the issue of the unfair nature of class differences not only at the social level, but also at the level of the justice system.

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