

## Economic Entanglements and Neighborly Disputes in the Northwest Provinces of the Russian Empire\*

For the past fifteen years, historians of the Russian Empire have focused their research on either specific ethnic groups such as Russian Orthodox peasants, Muslims, and Jews or have analyzed vertical interactions between the »state« and the imperial population.<sup>1</sup> As a result, we know very little about how people of diverse backgrounds interacted with one another on a daily basis and we know even less about how they made sense of the world around them. There are two interrelated explanations for this striking omission. The first reason has to do with the organization of archival repositories in the former Soviet Union. Government-related records were preserved and catalogued in official state archives according to the bureaucratic division of government established during the reign of Tsar Alexander I. While it is relatively easy to locate documents on specific ethnic groups by combing through archival inventory lists to find words such as »Jew,« »Muslim,« or »Old Believer,« it is much more time consuming to find sources that reveal the day-to-day encounters between imperial communities. Second, when historians have analyzed interethnic relations, they focused their attention on events that had generated rich paper trails and therefore were easy to locate in the archives. Yet by researching highly visible topics such as pogroms, scandalous trials, and other idiosyncratic historical occurrences, scholars have largely overlooked the ways in which Jews related with their neighbors in periods of time that were not clouded by extreme political and social crisis.

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1 See, for example, Robert D. Crews, *For Prophet and Tsar: Islam and Empire in Russia and Central Asia* (Cambridge, MA: Harvard University Press, 2006); Benjamin Nathans, *Beyond the Pale: The Jewish Encounter with Late Imperial Russia* (Berkeley: University of California Press, 2002); and Willard Sunderland, *Taming the Wild Field: Colonization and Empire on the Russian Steppe* (Ithaca, NY: Cornell University Press, 2004).

Drawing on a vast archive of civil court records, this essay sketches out how »neighbors« – that is, those individuals who lived and worked side-by-side with one another in small town settings – utilized the law to mediate everyday disagreements in three distinct contact zones: the neighborhood, the noble estate, and the marketplace.<sup>2</sup> Civil courts provided impartial forums for adjudicating disagreements, and a broad spectrum of the population, whatever their ethnic or religious origin, turned to institutions of legal justice when they were unable or unwilling to settle disputes among themselves.<sup>3</sup> Focusing on the northwest Russian provinces of Vil'na, Grodno, and Kovno (roughly, the territories that comprise present-day Lithuania), this essay analyzes the role that courts and the legal process itself played in the mediation of neighborly disputes between the 1830s and the 1870s.<sup>4</sup> In particular, I examine how Jews and their neighbors used the highly contradictory provisions of imperial law to resolve immovable property disputes, community quarrels, debts, and contractual obligations squarely within the framework of the law. In the multiethnic empire, people continued to develop pragmatic relationships with one another

- 2    Most of the cases analyzed in this essay are preserved in Lithuanian State Historical Archives/Lietuvos valstybės istorijos archyvas, Vilnius (LVIA), fond (collection, hereafter f.) 447, opis (inventory, hereafter op.) 2–8, beginning in 1832 and ending in the late 1870s. I have identified around 214 civil suits in which Jews appeared as either plaintiffs or defendants (sometimes both). Some of the cases are as short as four pages, whereas others are as long as 245 pages. Typically, the documents are under 100 pages.
- 3    On popular uses of the court system in the Russian Empire, see, for example, Jane Burbank, *Russian Peasants Go to Court: Legal Culture in the Countryside, 1905–1917* (Bloomington, IN: Indiana University Press, 2004); Cathy A. Frierson, »Rural Justice in Public Opinion: The Volost' Court Debate,« *Slavonic and East European Review* 64, no. 4 (1986): 526–545; Cathy A. Frierson, »Must Always Answer to the Law ... «: Rules and Responses in the Reformed Volost' Court,« *Slavonic and East European Review* 75, no. 2 (1997): 308–334; and Valerie A. Kivelson, »Muscovite »Citizenship: Rights without Freedom,« *Journal of Modern History* 74 (2002): 465–489. On imperial legal practices, institutions, and reform, see Richard Wortman, *The Development of a Russian Legal Consciousness* (Chicago: University of Chicago Press, 1976); Ekaterina Pravilova, *Zakonost' i prava lichnosti: Administrativnaia iustitsiia v Rossii (vtoraia polovina xix v.–oktiabr' 1917 g.)* (S.-Peterburg: Izdatel'stvo Obrazovanie-Kul'tura, 2000); and Jörg Baberowski, *Autokratie und Justiz: Zum Verhältnis von Rechtsstaatlichkeit und Rückständigkeit im ausgehenden Zarenreich 1864–1914* (Frankfurt a. M.: Klostermann, 1996).
- 4    For a perceptive analysis of imperial administrative practices and nationality policies in the northwest provinces, see Darius Staliunas, *Making Russians: Meaning and Practice of Russification in Lithuania and Belarus after 1863* (Amsterdam: Radopi, 2007); and Mikhail Dolbilov, *Russkii krai, chuzhaia vera: Etnokonfessional'naia politika imperii v Litve i Belorussii pri Aleksandre II* (Moskva: Novoe literaturnoe obozrenie, 2010).

based on the distinct economic conditions and residential patterns in which they lived and operated.<sup>5</sup> This is not to suggest that Jews and their neighbors always lived in harmonious coexistence or that quarrels over the most trivial matters never got out of control. But the fact that neighbors articulated and worked out their differences – using the concepts and procedures dictated by the imperial legal system – suggests that, at least in most instances, people adopted practices that allowed them to live together, »if not in peace, then at least in truce.«<sup>6</sup>

In the northwest provinces of the Russian Empire, the lawsuits adjudicated by district or provincial courts represent only a fraction of the total number of the disagreements that took place on a daily basis between neighbors. Scholars working on civil litigation practices in other settings observe that many more disputes are resolved amicably before they ever appear in court.<sup>7</sup> In whatever time or place they live, in other words, people use all possible means to settle their disagreements by negotiating, persuading, and reasoning. While most Jewish neighborly feuds were resolved by informal practices, in the mid-nineteenth century, imperial Russian courts nevertheless provided popular arenas for adjudicating civil suits. This does not mean that trials did not drag on for years, that judges or the local police chiefs could not be bribed, or that the judicial system was a model of operational efficiency. In the 1850s, these and other criticisms made by educated Russians led eventually to the monumental 1864 judicial reform, introducing far-reaching changes at all levels of the legal-administrative system.<sup>8</sup> Yet however problematic and frustrating the imperial legal system may have been, individuals continued to turn to imperial Russian courts to settle neighborly disagreements, in part, because they had few alternatives available to them. What else could they do, to whom could they turn, if a neighbor refused to repay their debts, pay their rent, or fulfill their contractual obligations?

- 5 For a highly persuasive analysis of civic engagement and activism in an imperial setting, see Michelle U. Campos, *Ottoman Brothers: Muslims, Christians, and Jews in Early Twentieth-Century Palestine* (Stanford, CA: Stanford University Press, 2011).
- 6 I borrow this phrase from an excellent study of neighborly relations by Bruce H. Mann, *Neighbors and Strangers: Law and Community in Early Connecticut* (Chapel Hill, NC: The University of North Carolina Press, 1987), 163–164.
- 7 See, for example, Burbank, *Russian Peasants*, 84; and the classic study on informal ways that neighbors settle disputes by Robert C. Ellickson, *Order Without Law: How Neighbors Settle Disputes* (Cambridge, MA: Harvard University Press, 1991).
- 8 On the 1864 judicial reform, see Wortman, *Russian Legal Consciousness*, 237–242; and Baberowski, *Autokratie und Justiz*, 39–93.

Since the early modern era, the development of a wide range of economic relationships between Jews and their neighbors allowed social contacts to broaden. Jews played visible roles in local economies by making and selling alcoholic beverages, trading and delivering various goods and products, and most importantly, managing noble estates.<sup>9</sup> In the Lithuanian portion of the Commonwealth, a handful of noblemen owned as much as ninety percent of the land. Jews performed such vital roles in local economies that they received communal protections, privileges, and support from the wealthy noblemen on whose estates they lived and worked. On several occasions, the lease-contracts signed between Jews and the nobility gave the Jewish leaseholders quite a bit of jurisdiction over the property on the land, as well as over the Christian proprietors (the townspeople, serfs, peasants, and boyars) who lived there. For the vast majority of Jews who lived in small market towns, however, artisanry or commercial trade in either textiles or furs were the preferred occupations. But no matter what economic activities they practiced, Jews and their Christian neighbors did not, as Robert Blobaum has recently put it, lead »separate existences.«<sup>10</sup> In these territories, Jews lived among and worked with a diverse conglomeration of confessional groups – Catholics, Calvinists, Lutherans, and Russian Orthodox, among others. By the end of the eighteenth century, when the Tsarist government acquired the territories that constituted the northwest provinces of the empire, economic contacts permitted Jews to interact with their Christian neighbors on a variety of different levels.

Economic activities had important implications for the types of social contacts and relationships Jews and their neighbors were able to form. Commercial exchanges led to intimate social connections, appreciation of religious

- 9 The literature on Polish-Jewish relations in the early modern period is quite extensive. See, for example, Jakub Goldberg, »Friends and Strangers: An Outline of the History of Polish-Jewish Relations in the Former Polish Commonwealth.« *Dialectics and Humanism* 1 (1989): 13–31; Moshe J. Rosman, *The Lords' Jews: Magnate-Jewish Relations in the Polish-Lithuanian Commonwealth during the Eighteenth Century* (Cambridge, MA: Harvard University Press, 1990); Magda Teter, *Jews and Heretics in Catholic Poland: A Beleaguered Church in the Post-Reformation Era* (Cambridge: Cambridge University Press, 2006); David Frick, »Jews and Others in Seventeenth-Century Wilno: Life in the Neighborhood,« *Jewish Studies Quarterly* 12 (2005): 8–42; idem, *Kith, Kin, and Neighbors: Communities and Confessions in Seventeenth-Century Wilno* (Ithaca–London: Cornell University Press, 2013); Adam Teller »The Shtetl as an Arena for Polish-Jewish Integration,« *Polin* 17 (2004): 25–40. The journals *Polin* and *Gal-Ed* publish articles on Jewish neighborly relations on a regular basis.
- 10 *Antisemitism and its Opponents in Modern Poland*, ed. Robert Blobaum (Ithaca, NY: Cornell University Press, 2005), 2.

differences, and even, on occasion, friendships.<sup>11</sup> At the same time, economic activities also helped to produce many of the conflicts between neighbors. The intimacy of daily commercial exchanges led to all sorts of cases over economic matters that were tried and settled in courts of law.<sup>12</sup> These disagreements were usually over civil matters such as contractual obligations, rent, inheritance, debt, and property (broadly conceived). But they also involved issues such as theft of and damage to property; counterfeiting, identity theft, and other acts of dishonesty; as well as insults, fights, and even murder on rare occasions.

The trial transcripts illustrate intense struggle over proprietary rights, confusion over ownership, and uncertainty over contractual obligations and compensation, with many of the cases heard by provincial courts dragging on for years.<sup>13</sup> In Uzhertsy, for example, a small town located in Troksk district, the landowner, Stanislav Antonovich Truzhenskii, sold a plot of land with a small home to Dovid Movshevich Al'per for eighty-four rubles. At the time of the sale, the two men agreed that, if Truzhenskii broke his promise and failed to give Al'per sole possession over the property, the landowner would compensate Al'per twice the amount that he had originally paid for the plot of land. The two men signed the contract on March 8, 1852. After some months had passed, Truzhenskii suddenly declared that the Jew had paid him only twenty-five rubles for the property and decided to levy a fine of 150 rubles. At this time, Truzhenskii also claimed to have reached another, oral agreement with Al'per: that the Jew would pay the landowner twenty-five rubles in rent for every year he resided on the property. When Al'per allegedly failed to pay, Truzhenskii filed a complaint with the Troksk district court on February 8, 1857, almost five years to the date that Truzhenskii first agreed to sell Al'per the property.<sup>14</sup>

During the trial, Al'per disagreed with Truzhenskii's version of the story. Al'per countered that he did, in fact, pay eighty-four rubles for the property. He even offered to give the plot of land and the home back to Truzhenskii if the landowner paid him 168 rubles, twice the amount of the original sale they had agreed upon in the first place. After a rather lengthy five-year delay, the Troksk district court finally ruled that Truzhenskii violated the terms of the agreement

11 Teller, »The Shtetl,« 37.

12 On the importance of economics for analyzing Jewish neighborly relations, see Gershon D. Hundert, »The Implications of Jewish Economic Activities for Christian-Jewish Relations in the Polish-Lithuanian Commonwealth,« in *The Jews in Poland*, ed. Chimen Abramsky et al. (New York: Basil Blackwell, 1986).

13 For similar observation for other settings in early modern and modern Russia, see, for example, Valerie A. Kivelson, *Cartographies of Tsardom: The Land and Its Meanings in Seventeenth-Century Russia* (Ithaca, NY: Cornell University Press, 2006), 46; and Burbank, *Russian Peasants*, 82–118.

14 LVIA, f. 447, op. 2, delo (file, hereafter d.) 7529.

he signed with Al'per in 1852, stipulating that the landowner (or one of his descendents) needed to pay the Jew 168 rubles for the property, as well as 68.25 rubles in court fees. At around the same time the court ruled in Al'per's favor, Truzhenskii passed away from a long illness, and his daughter, Emiliia Stanislavovna Truzhenskaia, decided to file an appeal on behalf of her father. In the appeal, Truzhenskaia claimed that the entire transaction that took place in 1852 was invalid: »The contract my deceased father signed should not be considered valid, since it was not signed in a court of law. For this reason, it should not be considered authentic and serve as proof of any transaction [between my father and Al'per.]« Truzhenskaia, in other words, argued that her father should never have been obligated to pay the 168 rubles in the first place. »The Jew Al'per does not have any legal right to own the home on that plot of land,« the daughter continued, »and consequently does not have any right to build any other additions to the house without consent.« After hearing both testimonies, the Vil'na appellate court ruled on March 19, 1865 in favor of Dovid Movshevich Al'per, awarding him 168 rubles (twice the amount that he had initially paid for the property) and 84.50 rubles in court fees. Moreover, the court stipulated that if Truzhenskaia failed to pay Al'per the entire sum then Al'per would retain sole possession of the property. As far as the rent money that her father failed to collect from Al'per, the court ruled that the oral agreement made between the two men was not valid since it was not signed on stamped government paper.<sup>15</sup>

Although in the northwest provinces, Jewish residence was often concentrated into certain areas, Jews did not live in hermetic isolation or in clearly demarcated communal living quarters.<sup>16</sup> Since the early modern period, Jewish communal leaders and Christian authorities attempted to limit Jewish-Christian contact by forbidding Jews from dwelling in non-Jewish homes and by regulating who could be employed by whom. The Catholic Church worked hard to maintain religious and social boundaries by restricting activities that led to religious negligence, moral corruption, and fraternization.<sup>17</sup> Despite these well-publicized efforts, as Jacob Katz pointed out for a slightly different context, authorities faced all sorts of difficulties regulating social contact between individuals »with whom economic relationships were continuous.«<sup>18</sup> Over the course of the nineteenth century, Jews continued to live in close proximity to

15 Ibid.

16 On neighborly contact in the early modern period, see, for example, Edward Fram, *Ideals Face Reality: Jewish Law and Life in Poland, 1550–1655* (Cincinnati: Hebrew Union College Press, 1997), 30–31; Frick, »Jews and Others,« 10–20; and idem, *Kith, Kin, and Neighbors*, 20–76.

17 Teter, *Jews and Heretics*, 68.

18 Jacob Katz, *Exclusiveness and Tolerance: Studies in Jewish-Gentile Relations in Medieval and Modern Times* (Springfield, NJ: Behrman House, 1961), 9.

Poles, Lithuanians, Germans, and Russians, with whom they socialized and engaged in commercial transactions. And it was precisely these shared communal spaces – the courtyards, homes, and apartment buildings – where so many neighborly disputes took place.

In Vil'na, the largest and most prosperous city in the northwest provinces of the empire, travelers and merchants passing through the city would on occasion rent rooms or apartments from Jews. Even though Jewish communal leaders had forbidden Jews from residing in non-Jewish homes either on a temporary or permanent basis since at least the seventeenth century, both Jews and Christians paid little attention to the regulations and rented rooms from one another.<sup>19</sup> In addition to upsetting prescriptive social norms, these types of living arrangements also caused conflicts on those occasions when the tenants failed to pay their rent on time. On August 8, 1853, for example, Aizik Shevemovich agreed to rent out an apartment for fifty-four rubles to Spiridon Ambelikopulo, an army officer who needed a place to stay in Vil'na. Ambelikopulo, it seems, did not have the entire sum of money, and a local resident by the name of Liudvig Martines served as a witness and guarantor when the two men signed the contract. When Ambelikopulo failed to pay the rent on time, Aizik's son Shloma quickly filed a suit against Martines on behalf of his father. »Since I am poor and have no personal property of my own, I ask the court to stop the proceedings,« Martines pleaded. He suggested that Shavemovich needed to obtain the rent money from the debtor, Spiridon Ambelikopulo, who had already returned to St. Petersburg. Martines could not understand why Shavemovich's son filed a suit against him instead of Ambelikopulo who »earned a salary, was considered well-off in society, and could pay his own debts.« In this case, the court ruled that Liudvig Martines, after having agreed to serve as the official guarantor, needed to respect the letter of the law and pay Aizik Shevemovich the entire sum owed by the army officer, along with an unspecified amount of interest.<sup>20</sup>

Outside of homes and apartment buildings, Jews and their Christian neighbors met, socialized, and feuded in streets and alleyways. In January 1869, a déclassé nobleman, Adol'f Matovskii, roamed the streets of Oshmiany (Vil'na province) in search of someone who would loan him a few rubles. After walking around the town without any luck, Matovskii finally stumbled upon two local moneylenders, Leizer and Itsko, who offered to loan him the money, and suggested that they sign a payment voucher in the amount of sixty rubles in Itsko Shryra's name. As soon as the men signed the voucher, Matovskii claimed that

19 As David Frick points out, since the seventeenth century, Jews also rented rooms and houses from non-Jews, see Frick, »Jews and Others,« 20–21; and idem, *Kith, Kin, and Neighbors*, 37–41.

20 LVIA, f. 447, op. 2, d. 3555.

the Jews not only ran off with the money but also with the signed voucher. Matovskii, it seems, filed a lawsuit against Shryra in hopes of avoiding having to repay his debt: the nobleman insisted that he never received either a signed voucher or the money from the Jew. Shryra, however, disagreed with Matovskii's recollection of the events. He argued that the document was signed at Rafail Vaks's home, and in front of several witnesses, at which time he handed Matovskii the sixty rubles. Matovskii did not know how to sign his own name, and so he asked Venedikt Berkovich, who became one of the key witnesses in the case, to sign the document for him. Although Shryra did not remember what type of money he gave Matovskii (whether coins or paper bills), he did remember that he kept the voucher because the nobleman never asked for it back. Moreover, Shryra also recalled that he did not have the entire amount Matovskii requested, so he proceeded to borrow forty rubles from Vaks in exchange for twelve chairs, two silver spoons, and a large samovar.<sup>21</sup>

Two witnesses testified in the case. The first witness, Iurii Pashkevich, testified that Matovskii pleaded with Shryra to give him the money, but he never actually saw the money exchange hands between the two men, because they walked into an adjoining room of the house to sign the voucher. The second witness, Venedikt Berkovich, produced the most damaging testimony when he declared that Shryra did not give a single kopek to Matovskii. Enraged at Berkovich's testimony, Shryra asked the court to dismiss the evidence, pointing out that both of the witnesses happened to be Matovskii's friends and therefore should not be considered credible. After hearing all the testimony, the court declared that it would not uphold Matovskii's claim. According to Article 402 of the Russian civil law code, the testimony of one witness, Berkovich, was not enough to prove either the guilt or innocence of the defendant.<sup>22</sup>

When compared with other lawsuits filed in the Russian Empire, the disputes between Jews and their neighbors over such issues as land, homes, contractual obligations, and debts proved in no way remarkable. As in many other places, individuals turned to civil courts in hope of protecting their possessions, economic resources, and commodities from unlawful abuse.<sup>23</sup> While the court cases analyzed thus far represent ordinary disagreements that could occur anywhere and between anyone in the empire, the disputes over the management of noble estates could be characterized as typically Jewish. Since the seventeenth century, noblemen leased their estates (both large and small) to Jews, who in

21 LVIA, f. 447, op. 7, d. 1696.

22 Ibid.

23 Burbank makes a similar observation in *Russian Peasants*, 84–87.



turn performed the primary managerial and lease-holding duties.<sup>24</sup> During the nineteenth century, most Jews abandoned lease holding in favor of occupational practices related to the craft and service sectors, and some made considerable sums of money as entrepreneurs. Despite the gradual transformation of Jewish economic life, produced in part by the forced modernization of the imperial economy and the legislation passed by the Russian government, Jews continued to appear before provincial courts to settle their disagreements with estate owners. Unlike the small claims suits over issues such as rent, contractual obligations, or debts, disputes over the management of noble property tended to involve large sums of money (well over 500 rubles), and could be appealed until they reached the Senate, the highest and most powerful court in the Russian Empire.

On April 11, 1864, Kazimir Osip Okushka, a resident of Dunilovichi, signed a three-year contract with Berk Lifshits to manage his estate. According to Okushka's version, Lifshits agreed to receive a salary of 200 rubles per year. As part of the agreement, Lifshits was required to pay Okushka rent, sow fifty-three hectares of land, and feed and maintain in healthy condition fifty cows and thirty sheep and goats. The contract also had three additional clauses: If Lifshits failed to pay the rent on time, he would not be permitted to sell foodstuffs on the property, and Okushka would be within his rights to confiscate all of Lifshits's personal property. If Lifshits did not sow the fifty-three hectares of land, Okushka would be entitled to evict Lifshits from the land without returning any of the rent. And if any of the animals died during the three-year period, Lifshits was obligated to compensate Okushka ten times the amount that he had originally paid for them. Before a year had passed, Okushka filed a complaint with the Vil'na civil court. Okushka claimed that Lifshits failed to honor *any* of the contractual obligations, and therefore sued the Jew for 1,660 rubles since he managed to pay only seventy rubles in rent, sow eighteen out of fifty-three hectares of land, and damage forty-nine out of eighty healthy animals. By the time the complaint was filed, Okushka claimed that Lifshits had vacated the property and refused to give up any of his personal belongings to compensate him for violating the terms of the contract.<sup>25</sup>

Yet Lifshits had a different tale to tell. According to his account, the landowner first asked him to rent the property and devote all his energies to

24 The secondary literature on Jewish lease holding is quite extensive and a bit repetitive. See, for example, Gershon D. Hundert, *Jews in Poland-Lithuania in the Eighteenth Century: A Genealogy of Modernity* (Berkeley: University of California Press, 2004), 38–44; and Adam Teller, »The Legal Status of the Jews on the Magnate Estates of Poland-Lithuania,« *Gal-Ed* 15–16 (1997): 41–63.

25 LVIA, f. 447, op. 2, d. 7842.

maintaining the estate in working order after it had suffered severe economic devastation as a consequence of the liberation of the serfs:

When I did not agree to the initial terms [to be a lessee], Okushka nevertheless hired me to manage the property because he knew I had talent and because he maintained his permanent residence in Riga and was not able to administer the estate. And since that time, I fulfilled my duties with the utmost diligence, making sure the estate stayed solvent and did not have any unnecessary expenses. But to my misfortune, the harvest last year was not good, and most of the crop remained on the fields, as everyone knows around these parts. And because I had nothing to feed the livestock, the animals began to die off. When the landowner, Okushka, found out about the unfortunate turn of events, he blamed me for the bad harvest and the death of the livestock, withheld my salary (200 rubles), and threatened to sue me, as though his misfortunes were due to my negligence.<sup>26</sup>

Lifshits felt that he should not be held accountable for Okushka's losses, arguing that the contract needed to be dismissed by the court. »I never saw the contract before, agreed to the terms, or signed the document,« Lifshits testified. »Since my name and signature were written by Okushka himself, and since there were no witnesses, all of this proves that he [Okushka] forged the contract.«<sup>27</sup>

The trial began on October 27, 1865. Lifshits defended himself against the accusations, claiming that he served as an administrator of the estate and not as a lessee. He also filed his own petition and countersued Okushka for 200 rubles for the salary that the landowner owed him for managing the estate, as well as for 1,800 rubles for the salary of the men that Lifshits had employed on the estate. The trial continued for over a year, but on November 29, 1866, Okushka filed another petition with the Vil'na civil court. This time, he requested to drop the case due to an unexpected development: Berk Lifshits had just passed away. The case, however, did not come to an end with Lifshits's death. In an attempt to clear his good name and social standing, Okushka filed yet another petition with the court. Standing by the original version of his story, Okushka maintained that Lifshits had never managed the estate and the allegations that he, the landowner, had forged the contract were entirely unjust and untruthful. »The signature can be verified with the signature that was signed on the petition presented [originally] at court,« Okushka pleaded. »And for this sneaky attack on me, he himself should be sued. But because he died, I respectfully ask the court to stop the proceedings, since the slander of the deceased Lifshits no longer affects me.« Okushka only asked that Lifshits's estate pay for the court proceedings. After a number of witnesses were questioned, none of whom could verify the terms of the contractual obligations since no one had seen the two men sign the actual contract, the court ruled, on May 6, 1867, that the case was finally closed.

26 Ibid.

27 Ibid.

Okushka, however, was awarded 1.20 rubles, which was to be paid by Lifshits's estate, for the three sheets of stamped government used during the trial.<sup>28</sup>

In a similar case, in May 1866, Liutsiiian Seliava, an estate owner of Polish descent, agreed to sell a home to Konstantin Skrakhovskii, a Jewish homebuilder and real estate manager, for 3,000 rubles. As part of the contractual agreement, Seliava asked Skrakhovskii to pay 400 rubles per year and build a second two-story brick home for 3,000 rubles. Shortly thereafter, Seliava fell ill and decided to undergo a mineral water cure. Skrakhovskii agreed to postpone the closing for six weeks until Seliava returned from his cure on the condition that the landowner pay a 3,000 ruble fine if he failed to honor the agreement. While away, Seliava also asked Skrakhovskii to manage his properties and collect rent monies from the tenants. After Seliava returned from his cure, Skrakhovskii filed a claim with the Vil'na civil court, arguing that, in addition to refusing to honor the agreement, Seliava had borrowed 400 rubles for his own personal use and then moved back into the home that he had originally sold. Seliava, on the other hand, countered that the Jewish homebuilder and real estate manager failed to pay the 3,000 rubles for the first home and wanted a complete account of all the rent monies collected while he was away. For these reasons, Seliava felt no obligation to pay either the 3,000 rubles for the second home or the fine that totaled 3,000 rubles. After a series of appeals lasting almost four years and finally reaching St. Petersburg, the Senate ruled that Seliava violated the terms of the contract, and awarded Skrakhovskii all the money that he was entitled, a total of 8,900 rubles.<sup>29</sup>

In the first half of the nineteenth century, under Alexander I and Nicholas I, most Jews continued to make a living by trading various goods and products, providing credit when credit was in short supply, offering skilled and unskilled labor, working in small workshops, and managing noble estates. But as the empire modernized along economic lines, a new generation of Jews played an increasingly visible role in the newly emerged financial markets, in industrial entrepreneurial activities, and in the trade of large-scale merchandise. By the mid-nineteenth century, a shift in Jewish economic life began to take place, which had important implications for the type of social contacts and economic relationships Jews forged with their Christian neighbors.<sup>30</sup> With more capital at their disposal, Jewish bankers, industrialists, entrepreneurs, and merchants (of

28 Ibid.

29 The case has been preserved in the Institute for Jewish Research, New York (YIVO), RG 12, Box 6, Folder 10 (no pagination).

30 On Jewish entrepreneurship, see Arcadius Kahan, *Essays in Jewish Social and Economic History*, ed. Roger Weiss (Chicago: University of Chicago Press, 1986), 82–100.

various wealth and social status) suddenly found themselves in a position to employ the local population for their own needs.

In Shventsian, a small market town located around eighty-four kilometers north of Vil'na, Isai Getsel' Berkovitch Bak, a Jewish merchant of the second guild, signed a contract with the townsman Evstafia Selitsev to build four general stores for 1,900 rubles (of which 150 rubles would be paid up front). The construction of the stores was scheduled to begin on February 1, 1864, and completed no later than January 1, 1866. In addition, the contract stipulated that if Selitsev did not complete the work on time Bak would be able to fire Selitsev and receive the losses from hiring additional laborers, while Selitsev would be required to return the deposit. Not long after the two men signed the contract, Bak claimed that Selitsev had not completed any of the work, and Bak wasted no time in hiring another skilled laborer to build the four stores. After around seven months had passed since the two men parted ways, Bak suddenly decided to file a lawsuit against Selitsev for 1,407 rubles. The merchant justified the sum by claiming that he lost 1,182 rubles when he was forced to hire the more expensive contractor; that Selitsev never returned the deposit; and that he needed to pay an additional seventy-five rubles in court fees when he signed the new contract.<sup>31</sup>

Selitsev countered by pointing out that Bak repeatedly tried to cheat an »illiterate worker« by handing over only a third of the money he agreed to pay up front. For fifty rubles, Selitsev could neither purchase the required work instruments nor hire the workers he needed to build the four stores. In spite of this, Selitsev pointed out that he stayed true to the terms of the contract, using all of his available resources to hire twenty-four workers and procure the instruments. Eventually, the men had to stop building the stores, and as soon as they did, Bak decided to fire everyone, tear up the contract, and take back twenty-five rubles. »Incapable of feeding such a large number of workers on such a small sum of money,« Selitsev remarked in his sworn statement, »Bak suggested that I turn to a Jew by the name of Benjamin for some groceries. But that shameless Jew took advantage of my dire circumstances by doubling the price of the groceries.« Selitsev did not know why Bak waited nearly seven months to file a lawsuit, but noted that when the two men went their separate ways, the merchant accepted his own responsibility for the difficulties in building the four stores, and declared that he would drop the matter altogether. While the court deliberated over the testimony offered by both litigants, Selitsev and Bak reached an agreement and decided to settle peacefully out of court.<sup>32</sup>

Since the early modern period, even while Jewish communities enjoyed juridical autonomy and self-government, Jews appeared both as plaintiffs and

31 LVIA, f. 447, op. 2, d. 7626.

32 Ibid.

defendants in cases involving a broad spectrum of Polish-Lithuanian society. They also used Polish and Lithuanian institutions of legal justice to resolve conflicts with their Jewish neighbors. The Jewish court system exercised authority over religious practices, the family, commerce, inter-communal disputes, and even criminal cases. But with the gradual erosion of the corporate structures of the Jewish community, more and more Jews relied on civil courts to settle matters that had once been adjudicated by rabbinic leaders. As the historian Adam Teller has recently pointed out, when Jews turned to Polish courts they expected to »receive a reasonably equitable (and enforceable) resolution to their disputes with their neighbors, both Jewish and non-Jewish.«<sup>33</sup>

Over the course of the nineteenth century, as the imperial Russian government intervened in Jewish life in unprecedented fashion, Jews continued to make abundant use of the legal-administrative system, displaying a remarkable consciousness of imperial Russian law and the legal process itself. Jews filed petition after petition and complaint after complaint to receive an exemption to the hundreds of statutes that regulated their precise movement, residence, and career paths. For family disputes, Jews turned to the Russian state in instances when rabbinical authorities were not able to agree on a bill of divorcement.<sup>34</sup> As I will demonstrate in the remaining part of this essay, for disputes over property, land, inheritance, and many other material claims, Jews relied on either district or provincial courts to resolve disagreements with their Jewish neighbors. And even in those instances when two Jewish neighbors feuded over »internal« matters such as the improper collection of communal taxes, Jews asked the imperial government to settle their disagreements.

Outside of the cases that dealt with the management of noble estates, the feuds between Jewish neighbors were caused by many of the same issues discussed above. Unpaid debts, property controversies, and various difficulties in enforcing written contracts accounted for many of the disagreements between Jews, which were eventually tried and settled in courts of law. In Minsk, two Jewish townsmen, Burn Vul'fovich Muevich and Bern Girshovich Okun, purchased a piece of land on which they agreed to construct two wooden homes. After acquiring the property, Muevich paid 200 rubles to construct the first wooden home. Shortly thereafter, Muevich and Okun got into an argument over ownership of their joint property: the second home was never built, and Okun never bothered to repay his debt to Muevich. On January 18, 1878, Muevich and Okun turned to an imperial court to resolve their small claims

33 Adam Teller, »In the Land of their Enemies? The Duality of Jewish Life in Eighteenth-Century Poland,« *Polin* 19 (2007): 431–446.

34 ChaeRan Y. Freeze, *Jewish Marriage and Divorce in Imperial Russia* (Waltham, MA: Brandeis University Press, 2002).

property dispute. After listening to both sides, the judges ruled that Muevich and Okun needed to divide the property into equal halves, construct a second home as well as a fence of »sizeable« proportion that would divide the two pieces of land, and repay any outstanding debts. In addition, the court permitted Okun to store building materials on his neighbor's lawn during the construction of the second wooden home, but for no more than one week. If the litigants violated any of the terms of the settlement, the court required both Okun and Muevich to pay 200 rubles, a sum that would be donated to the Jewish hospital of Minsk.<sup>35</sup>

While almost all of the civil cases were over financial transactions or controversies, not all of the litigants turned to institutions of legal justice asking for large sums of money (in excess of 500 rubles). Iurii Aframovitch, a resident of Vil'na, filed a lawsuit against two of his tenants, Sholom and Ester Slobodskii, for refusing to give back fifty rubles that they had officially borrowed from him.<sup>36</sup> The Minsk townsman Beniamin Berkovitch claimed that Khaim Saganovich, a resident of Gorodki, failed to repay a debt that totaled exactly 152.415 rubles. In the petition filed on March 14, 1868, Berkovitch requested that Saganovich sell his home, which was appraised at fifty-five rubles, in order to return a portion of the debt. Several months later, Saganovich's two sons, Moisei and Mendel', responded by pointing out that the home in question had burned down three years ago and left their father without any savings or assets. Penniless and without any means of supporting himself, the father left Gorodki and transferred ownership of the property to his two sons. After acquiring the land, Moisei and Mendel' decided to build two homes with two small shops with their own money and without any help from their father. »Since the homes are our own personal property,« the brothers argued, »we should not be held accountable for our father's debt.« On February 13, 1868, the district court ruled in favor of the two brothers, but Berkovitch was not happy with the decision. In exactly one month and one day, the townsman filed an appeal with the Vil'na appellate court. The court, however, did not review Berkovitch's request, citing that all appeals needed to be filed no later than one month after the initial decision had been made. Instead, the court fined Berkovitch to pay 1.20 rubles in fees for the three sheets of stamped government used in transcribing the details of the case.<sup>37</sup>

In addition to unpaid financial debts, Jews relied on civil courts to intervene in internal disputes over one of the most important collective responsibilities of the Jewish community: the payment of taxes. In Lida, a town situated around 160 kilometers west of Minsk, Mikhail Shomovich Danishevskii and Khosel'

35 YIVO, RG 12, Box 6, Folder 10.

36 LVIA, f. 447, op. 3, d. 3564.

37 LVIA, f. 447, op. 2, d. 7839.

Davidovich Beker attempted to settle a dispute with Khaim Shmuilovich Kamenetskii over 1,600 rubles. After Danishevskii and Beker failed to pay the tax levied on the slaughter of meat and poultry (*korobka*) to the Oshmiany Jewish community, Kamenetskii reassured the communal leaders that his two neighbors would pay the money and therefore offered his home as collateral in the sum of 1,600 rubles. When Danishevskii and Beker failed to pay their taxes, the elders confiscated the home, which prompted Kamenetskii to file a complaint against his neighbors with the Lida police in February 1863. After reviewing the case on June 5, 1863, the Lida police asked Danishevskii and Beker to pay 1,600 rubles to Kamenetskii, with the stipulation that they had exactly four weeks to file an appeal. Danishevskii and Beker drafted an appeal on June 25, 1863, but, due to unforeseen circumstances not explained in the court records, the courier filed the complaint with the Lida civil court on July 10, 1863, that is, after the four-week deadline had already expired. Moreover, Danishevskii and Beker did not use stamped government paper for official correspondence; their appeal was written on plain white paper, replete with erasures, and had failed to follow the letter of the law. For these reasons, the Lida civil court declined Danishevskii's appeal. But the decision did not stop Danishevskii from appealing yet another time – in this instance, to the Vil'na civil court. In his appeal, Danishevskii argued that the fault lay with the courier who failed to deliver the documents on time. The Vil'na appellate court presided over the case, but once again ruled in favor of Kamenetskii.<sup>38</sup>

### *Neighborly relations in the nineteenth century*

Transcribed in official administrative language, the court records – most of which captured male voices – rarely offer a glimpse of the mental universe that both Jews and their neighbors shared and inhabited. These sources tell us precious little about people's feelings or attitudes to the world around them. We cannot tell, for instance, what a Jewish merchant, moneylender, shopkeeper, or innkeeper really thought about the people he did business with, met on the streets, courtyards, and alleyways, or sold goods to in the marketplaces. Nor can we really comprehend a peasant's attitudes toward his Jewish neighbors, a nobleman's feelings toward the Jew who managed his estate, or a traveler's views of the Jew from whom he rented a room. We know, in short, almost nothing about ordinary people's perceptions, attitudes, and prejudices, or, for that matter, the subjective dimensions of neighborly interactions and encounters.

38 LVIA, f. 447, op. 2, d. 7544.

Whatever their limitations, a close reading of the trial records documents the persistent engagement of ordinary people with imperial Russian legal practices and system of government. Imperial institutions structured people's lives, while civil law provided the necessary framework for establishing the rules and procedures, which helped mediate neighborly conflicts. Over the course of the long nineteenth century, the Russian government continued to recognize a broad spectrum of religious and customary legal practices, even as it worked to impose a uniform legal culture on all its subjects.<sup>39</sup> In case after case, both Jews and their neighbors relied on either district or provincial courts to settle disagreements, in accordance with civil statute law and Russian administrative practices and documentary procedures. For cases involving litigants of different religious origin or social status, civil courts provided the most effective and straightforward means of resolving neighborly disagreements. Even in those instances when two Jews could have turned to the Jewish court system, they usually opted to settle their disputes in the civil arena. For the ordinary person, the abstract principles of Jewish law proved difficult to comprehend, while a ruling based on established commercial practices made more practical sense.<sup>40</sup>

Although we may never grasp the mental universe of the people who inhabited these lands, we can be certain that both Jews and their neighbors did not live in two distinct worlds. These documents offer a window, through which we can observe vibrant horizontal interactions and encounters between populations – whatever their ethnic or religious origin. As I have demonstrated, some of the cases were involved in large amounts of money, and a few even reached the Senate. But more often than not, both Jews and their neighbors turned to imperial Russian courts in hopes of recovering relatively small sums that ranged anywhere from twenty to 150 rubles, over property controversies, contract disputes, and unpaid debts – issues which caused many of the daily tensions between neighbors. Economic exchanges, in other words, brought Jews

39 For a perceptive analysis and positive appraisal of the Russian Empire's diverse legal system, see Jane Burbank, «An Imperial Rights Regime: Law and Citizenship in the Russian Empire,» *Kritika: Explorations in Russian and Eurasian History* 7, no. 3 (2006): 397–431, here 406–416. For a discussion of the problems of imposing uniform legal practices in an imperial setting, see Virginia Martin, «Kazakh Oath-Taking in Colonial Courtrooms: Legal Culture and Russian Empire-Building,» *Kritika: Explorations in Russian and Eurasian History* 5, no. 3 (2004): 483–514.

40 Michael J. Broyde and Michael Ausubel, «Legal Institutions,» in *YIVO Encyclopedia of Jews in Eastern Europe*, vol. 2, ed. Gershon D. Hundert (New Haven, CT: Yale University Press, 2008): 1007–1010, here 1008.



in constant contact with neighboring populations, without always engendering conflicts that could be described as antisemitic or overtly hostile. The dichotomy between coexistence and conflict, which has informed most historical analysis of interethnic social relations in the modern period, obscures the fact that tension was a fundamental, even productive, reality of everyday life.<sup>41</sup>

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41 See the important and suggestive remarks made by David Nirenberg, *Communities of Violence: Persecution of Minorities in the Middle Ages* (Princeton, NJ: Princeton University Press, 1996), 9.

