Due to the lack of micro-historical empirical studies, a general account of the situation of women in early modern rural societies of demesne lordship (Gutsherrschaft) is not possible, yet. Previous research has generally assumed that their economic position was difficult. Recent studies, however, aimed to modify this picture by emphasizing, in particular, their independent economic activities. This paper specifically addresses the position of widows in rural society. It analyzes land transfer contracts for three individual villages of the Northern Bohemian estate of Frýdlant (today Czech Republic) between 1558 and 1750 and the results are contrasted with normative sources of the same estate.

In the first part, I concentrate on the phase of life course of females that began with the deaths of their husbands. The consequences of this turning point for practices concerning sharing the inheritance between them and their children are analyzed. According to surveys on Bohemian legal history, Northern Bohemia belonged to those areas, in which the so-called ”third part of the widow“ (Witwendrittel, vdovská třetina) was practised. That is to say that widows (a similar regulation existed for widowers) were entitled to receive a third of the value of the property, while surviving children would receive two thirds in equal shares. From a legal point of view, a husband’s death was no basic obstacle for the widow to continue leading the household independently.

Seignorial regulation influenced the way property and inheritance was shared in this early modern society. The normative framework can be illustrated by means of norms set by the estate’s lord for the central township of Frýdlant in 1598, which also explicitly address the position of females and widows. From a gender perspective, the custom to name persons as a legal guardian and detailed regulation for the partition of the property seem particularly significant. These rules command that widows with under-age children from their marriage have to visit the city council and ask for a person to act as a legal guardian (Helbig 1892-93,
There is no indication, however, that widows had to seek such a guardian for themselves only. Therefore, the intention of this regulation must have been to protect the claims of the children and not to a priori weaken a widow’s position or affect their scope for independent decisions. This interpretation is endorsed by a fair number of property transfers in which childless widows act in their own right as contract partner and without any guardians. In addition, the quoted regulation secures a third of the property’s value as the wife’s part. Would the wife die first, the surviving husband and father had to secure this part for their children and could not claim it for himself (see in more detail Štefanová 2002).

Generally speaking, we can observe a very dynamic situation in the selected villages. This is not only evident from the frequency of transfers but also from the rather limited importance of families and relatives in this respect. In about 70 per cent of the transfers registered in the village and seignorial land transfer registers, there is no indication that contract partners were related. Inter vivos contracts dominated by far.

With reference to property rights and the scope for independent livelihood of widows their ability to carry out legal actions independently is of particular relevance. In spite of the fact that the norms of the township of Frýdlant from 1598 did not impose that widows needed legal guardians for their own contracts (Helbig 1892-93, 286), village and seignorial land transfer registers do mention legal guardians for widows in the decades until 1650. This would suggest that legal practice imposed restrictions that norms would not. However, in the period between 1650 and 1750, sources reflect a change in this respect: widows were recorded as independent sellers of properties far more often.

A detailed analysis of such sale contracts in which widows were involved - either independently or with persons acting as their legal guardians or as legal aides - did not show a clear pattern related to the family situation in question. The fact whether widows had under age children or not, whether the transfer was carried out with related partners or not did not have a clear effect in this respect. It becomes obvious, however, that widows did not appear before court independently in those cases in which the properties were indebted. Between 1558 and 1650 eight cases of debts on properties were registered. In all of these, widows were represented by somebody else or received a legal aide. In the period from 1651 to 1750, only five cases are registered in which widows did not carry out a transaction independently. When
we consider all property transfers, in which widows appeared, the difference becomes even clearer. After 1650, they were represented by somebody else in only in 4.3 per cent of the cases (5 from 115), between 1558 and 1650 in 56.1 per cent of all cases (23 from 41).

Secondly, the paper analyzes the system of the so-called ‘contractual retirement’ (Ausgedinger, vyměnek), i.e. retirement contracts between the former owner of a peasant farm or cottage and the buyer/new owner of the property. Until recently, contractual retirement has widely been regarded only as a welfare institution for peasants in old age. This part investigates the social background and differentiation with respect to these contracts, and also adds a gender perspective to the analysis. Specifically, the importance of retirement contracts for the further life course and economic position of widows is analyzed.

Earlier research interpreted retirement contracts as a form of old age provision for peasant farmers only. The timing of a property transfer was, however, not linked to a specific age. Moreover, in many cases of transfers, but not in all, retirement contracts were established (see for the connection between age and contractual retirement Štefanová 2003). A retirement contract would normally regulate the use of certain rooms and buildings, the number of cattle held by the retired persons, a certain area of land or of the garden and certain work arrangements, which the new owner had to perform for the retired person.

The initial hypothesis is that there were gender specific differences for people living in contractual retirement, which underwent changes over time. In relation to variation between social groups it is investigated whether widows lived in contractual retirement relatively more often among sub-peasant smallholders and cottagers, as it would have been too large an economic burden for such a property to support a couple in old age. Particularly substantial peasant farms would cope better with contractual retirement arrangements for a couple. A further aspect with regard to the gender-specific situation in contractual retirement was the duration of the respective arrangements. In detail, I would also like to refer to the question of contractual retirement contracts that were limited in time, which so far have been hardly noticed by research on this topic.