CONCLUDING OF THE LEGAL AFFAIRS IN MEDIEVAL EASTERN ADRIATIC TOWNS

NEVENKA BOGOJEVIĆ-GLUŠČEVIĆ
University of Montenegro-Podgorica

The notary document had a constitutive character and represented a material and legal presupposition of the importance of some very significant legal matters in the life of the Adriatic coastal communes. That primarily refers to the turn over of immovable, personal and real provision of an obligation as well as establishing a dowry and wills.

Such attitudes in settling matters through notary maps came to the Adriatic Medieval towns from the towns of the Mediterranean area and represents acceptance of the reception Roman law (ius commune). In some less developed areas there were exceptions to these rules, which is quite understandable when the local specific characteristics are taken into consideration.

I

1. The statutes of the coastal cities of the Mediterranean sea originating from the twelfth century are based on the rules of *ius commune*.[1] The application of the rules of this law into statutory city rights is conditioned by the need to control the more intensive economic and legal traffic between the cities as well as the absence of the appropriate laws within the city itself. The more and more present private property and the right to make a contract with certain subject required a unique law regulation, first of all in the field of obligation law, for which the models, with all the rights were demanded and found in the Roman law. The statutes of the coastal Adriatic cities, such as Kotor, Budva, Dubrovnik, Split, Zadar and others on northerly, follow the general legal concepts of *negotium* and *instrumentum*, the questions to be discussed in this study.

1 Pertile, A., *Storia diritto Italiano*, Storia del diritto privato, Torino 1978, p. 680; Zordan, G., *I vari aspetti della comunione familiare di beni nella Venezia dei secoli XI-XII*, Studi Veneziani, vol. VIII, Firenze 1966, p. 127-195; Margetić, L., *Histrica et Adriatica raccolta di saggi storica - guiridici e storici*, Trieste, 1983, p. 104; Marone, M., *Instituzioni di diritto romano*, Palumbo 1985, p. 178; Cvitanić, A., *Pravno uređenje splitske komune po statutu iz 1312. godine*, Split 1964, p. 217-220; Danilović, J., *Obligacioni ugovori u dubrovačkom pravu od XIII do sredine XIV veka*, Beograd 1957, Pravni fakultet u Beogradu, unpublished theses (Library of Law faculty); Bogojević-Gluščević, N.,*Reception of Roman law in Medieval Towns of the Eastern Adriatic*, Part one, Law Faculty University of Montenegro, Podgorica 2011, p. 219; Bogojević-Gluščević, N., *Ricezione del diritto romano nelle città medievali dell'Adriatico orientale*, Libro second, Facolta di Giurisprudenza di Podgorica, Podgorica 2011, p. 147.

First of all, there is not technical term for a legal transaction *stricto sensu*.[2] The word *negotium* which was often used in Rome meaning the contract[3] was also used with the same meaning in the statutory laws, although not regulary.[4] The reason for that should be sought in the fact that this term was widely spread in both city and Roman laws, but with different meanings, therefore it was used for marking out other law activities beyond contractual law. By this word in the statutes were also marked the activities of *tutor*, *curator* and *mandatory*, then economic activities of one person and some activities outside the area of the private law (public law activities of governmental officials).[5] The contract as the most frequent legal transaction is in the statutes usually regulated as a named contract within Roman law, or as being the case in the statutes of the cities of the South Adriatic region, was expressed through various legal and financial means and through the obligations of the contracting parties.[6]

2. According to statutory rights of all the cities on the Adriatic coast the base of each contract was presented in the free will of contracting parties. Without an agreement of parties there is no obligation. Its seems that cosensualism is basic idea of medieval law of obligation in those statutes.[7] It should also be pointed out that with such a rule concerning the contract, statutory laws contained regulations, establishing which agreement of the parties was legally relevant. If both parties respected those rules an agreement came into being which led to a contract having legal effect. Each contract was supposed, until it was proved to the contrary, to be signed *bona fide* by parties.[8] The rule of making *bona fide* contract was protected by certain law-a proof for carrying out an obligation under oath[9]. A basic protection of *bona fides* resulted that the presence of witnesses wasn't considered as a constitutive element of the contract. However, in practice they are often present during the transaction for the sake of both creditors and debtors safety.[10]

The frequency of maritime and business transaction in the twelfth and thirteenth century between contracting subjects in both foreign and internal trade as well as considerably

2 Romac,A., *Dictionary of Roman law*, Zagreb 1975,Informator, p. 447.

3 Romac, A., *Dictionary of Roman law*, Zagreb 1975, Informator, p. 362.

4 For example in the Statute of Kotor from threeteenth century *(Statuta et leges civitatis Cathari* , hereafter cited as *Stat. Cath.*), apud Robertum Mietum, Venetiis, 1616, & 172, p. 104.

5 Danilović,J., *Represalije u dubrovačkom pravu XII i XIII veka*, Zbornik Pravnog fakulteta u Novom Sadu, Novi Sad 1972, No. VI, p. 275-295; Danilović,J., *Zaloga u starom dubrovačkom pravu*, Anali Pravnog fakulteta u Beogradu, Beograd 1987, No. 6., p. 637-661.

6 Bujuklić, Ž., *Pravno uređenje srednjevekovne budvanske komune*, Nikšić 1988, Univerzitetska riječ, p.157-231; Bogojević,N., *Podaci o obligacionom pravu u kotorskim izvorima prve polovine XIV vijeka*, Zbornik Pravnog fakulteta u Titogradu, Titograd 1981, No. 6-7, p. 95-102; Bogojević- Gluščević, N., *Ugovor o kupoprodaji u Kotoru u XIV vijeku*, Podgorica 1966, Kulturno prosvjetna zajednica, p.176.

7 Cvitanić, A.,Pravno uređenje splitske komune po Statutu iz 1312. godine, Split 1964, p.135.

8 For example in Statute of Split from 1312 (*Statuta et leges civitatis Spalati* (hereafter cited as *Stat. Spal.*), *Monumenta historico-iuridica, Slavorum meridionalium*, pars. I, vol. 2, Zagreb 1878, *liber III*, & 8, *De testibus*); See: Rismondo,V., *Statut grada Splita*, Split 1987,p.132.

9 Stat.Spal., liber III, &. 10, De sacramento tam actoris, quam rei uidelicet.

10 Kostrenčić,M., Fides publica u pravnoj istoriji Srba i Hrvata, Beograd 1930, p. 78; Sindik,I., Komunalno uređenje Kotora od XII do druge polovine XIV stoljeća, Beograd 1950, Srpska akademija nauka, p. 103; Čremošnik, G., Nekoliko dubrovačkih listina, Glasnik Zemaljskog muzeja u Sarajevu, Sarajevo 1931, p. 31; Danilović,J., op. cit., p. 76.

started process of property differentiation between the population within the Mediterranean cities, required business certainly which couldn't be provided only by *consensus*. Contracting parties are very often strangers, unknown to one another, people to the city harbors, are the transit places for negotiation with both domestic and foreign population. A solution to this problem in the rights of coastal and other developed medieval cities was harmful to the principle of consensus. All statutory rights without exception, beginning with the twelfth century introduced thee obligation of drawing up documents, notary charts of the legal transaction being signed in all the cases when the object of transaction was above certain statutory monetary fixed value.[11]Although in the statutes of some cities the standard wasn't explicitlylegal,[12] the existence of that rule while making contract is uncontroverted for it or directed by other statutory standards or can be foreseen from the statute observed on the whole[13]. The cart drawn up by the notary was marked as a carta according to the kind of transaction (*carta emptionis,venditionis, donationis, dotale*) or just *instrumentum*.[14] *Instrumentum* enjoyed public faith- *fidem publicam* i.e.it was valid as a proof which couldn't be refuted. A document made by notary *bonus ET legalize*, thus by an expert recognized by the municipality enjoyed its full legal strength. The only objection was of the falseness or the objection of payment of those contained in the document of debts with some other notary instrument of payment or canceled *instrument*.[15] One of the widely used form was written contract. Written form was optional in early statutes, but from thirteenth century we could fine provisions making literal form obligatory. Sometimes, not only ordinary written form, but notary document was requested[16].

11 Statuta et leges civitatis Buduae, civitatis Sordonae et civitatis insulae Lesinae, Monumenta historico iuridica Slavorum meridionalium, pars. I, volumen. 3 , by Ljubić,S., Zagreb 1882-1883 (hereafter cited as Stat. Bud), &.113, De querenti; &. 235, De non esser credita carta scritta di mano del debitore; Bujuklić,Ž- Luketić,M., Statut grada Budve, Budva 1990, &. 235, &113; Stat. Spal., liber III, &. 17; Statuta et leges civitatis Trauguri, Monumenta historico iuridica Slavorum meridionalium, pars I, volumen. 4 , by Henel, J., Zagreb 1884 (hereafter cited as Stat. Trog.,) liber. I, &. 47; Statuta Jadertina cum omnibus reformationibus in hunc usque diem factis,Venetiis MDLXIII, apud Domenicum de Farris (hereafter cited as Stat. Jad.,) liber. II, &. 104; and all statute of cities in northten south (Margetić,L., Osnovi obveznog prava na kvarnerskom području u srednjem vijeku, RAD, JAZU, No.. 445, liber. 28, Zagreb 1989, p.73-134; Margetić,L., Osnove istarskoga srednjovjekovnog obveznog prava, RAD, JAZU, No. 447, liber. 29, Zagreb 1991, p.1-64.

12 Statute of city Kotor wasn't contain rules about making notary carts for each transaction. For example: Stat. Cath., &.78, De debito postulanto super mortuum sine carta; &.392, De muliere vidua quod non respondeat super bonis viri sui sine carta.

13 Stat. Cath.,&133, De testibus in quantum sunt recipiendi ("Volumus, quod si aliquis productus fuerit in testem de aliquo debito, vel obligationem, possit testificari a yperperis decem infra, videlicet, duo testes de debito, vel obligatione facta in ciuitate et unus de debito, vel obligatione facta extra ciuitatem, et ultra yperperos decem eorum testimonium nihilo habeatur").

14 For example: Stat. Cath., &386, Quod iudex et auditor se subscribant in cartis, alioquin non valeant.

15 Stat. Spal., liber.V, & LXVIII.

16 In Kotor, for example, Statute provided that contracts dealing with value less than ten silver perpers should be drawn up in ordinary written form. For those exceeding that value should have also notary chart. Sources in books by Mayer,A., *Monumenta Catrensia, volumen*. I, Prva knjiga kotorskih notara, 1326-1331, Zagreb 1951, Jugoslovenska akademija nauka i umjetnosti; *Monumenta Catrensia,volumen* II, Druga knjiga kotorskih notara, 1327, 1333-1336, Crnogorska akademija nauka i umjetnosti and Jugoslovenska akademija nauka i umjetnosti ,Zagreb –Podgorica 1981.

The regulations of making obligatory notary *charts* for law affairs through certain values are in most cases respected judging by the notary material taken from the archive of the cities of northern and southern Adriatic region.[17] Naturally, the introduction of such rules didn't automatically abolish the practice of making of a contract without notary instrument-*sine carta*. As we could see from the documents from archives there were many problems which could be seen from the cases decided in the court.[18] However, there isn't an irrelevant number of documents stating the managing of complicated court disputes because of the absence of a *chart* about the transaction whether it is marked in before statutory period or from the statutory time when was marked the disputable legal transaction. Similarly, very often in the court disputes, especially in the cities of south Adriatic region, the statements of witnesses are used in the presentation of evidence as an element for verdict giving for the transaction signed above the fixed financial amount for which the statute issues obligatory *chart*. The statements of witness are also used for establishing the existence of some legal transaction and its validity. Speaking in general a level of application of statutory regulation about the obligatory introduction and appliance of notary *charts* for certain law affairs depended first of all on the commune development and its willingness to apply in practice its own regulations as well as on adaptability of law regulation to the relation governing in everyday life.

II

1. The main question asked in this study is whether the notary *chart* is a written form of a contract, hypothesis of its validity (*forma ad sollemnitatem*) or whether a document of a contract as source of evidence enjoying public faith- *fides publica*, which in case of a dispute proves the evidence of legal transaction (*forma ad probationem*). In other words, was there in the statutes of coastal Adriatic cities a notary chart in practice, as a source of evidence with which the parties in the court attain more steady assurance of their rights or whether the document had a dispositive character and presented a prerequisite for the appearance of legal transaction, or if it, in some cases had simultaneously both meanings.

2. All the statutes of the coastal Adriatic cities from the north to the south point out that the notary *chart* in everyday law concerning transportation mainly had the importance as a source of evidence about the contract (*forma ad probationem*), in all the cases of a contract containing a transaction above a specific financial value.[19] With a notary chart as a written

17 For example: in Kotor statutory rule of public announcement of immovable selling, from 1312, was applied in practice through XIV century. Only four selling were without that form. Bogojević-Gluščević, N., *Ugovor o kupoprodaji u Kotoru u XIV vijeku*, Podgorica 1996,Kulturno prosvjetna zajednica, p. 37.

18 Historic Archive of Kotor, *Acta notarilia, volumen III* (1395-1400), p. 676; notary chart document No.. 2, p. 611(27.XI 1398); document No. 2, p. 669(24.XII 1399); document No. 1, p. 617 (2. XI 1398) cited by Bogojević-Gluščević, N., *Svojinski odnosi u Kotoru u XIV vijeku*, Nikšić 1988, Univerzitetska riječ, p.134; *Bogojević-Gluščević, N., Statutarni propisi i pravna praksa u Kotoru u XIV vijeku*, Glasnik Crnogorske akademije nauka i umjetnosti, Podgorica 1997,No. 11, p. 193-211; Bogojević-Gluščević,N., *Ugovor o kupoprodaji u Kotoru u XIV vijeku*, Podgorica 1996, Kulturno prosvjetna zajednica, p.176.

19 Danilović, J., *Zaloga u starom dubrovačkom pravu*, Anali Pravnog fakulteta u Beogradu, 1987,No. 6, p. 651; Bujuklić, Ž., *Pravno uređenje srednjovekovne budvanske komune*, Nikšić 1988, Univerzitetska riječ, p. 157.

proof of a contract, the parties involved were given a complete legal confidence, that in case of a possible dispute they could accomplish their rights through regular procedure in court. Therefore a testimony in the court had the importance of evidence only for contracts up to the certain money amount.[20] The kind of legal transaction –abstract or causal– was of no special importance for the contracting parties. Law circumstances are the same. The document is a guarantee that in case of a dispute a claim will be achieved in court.

City notary books show that very often in practice between contracting parties there charts were made showing the debts without quoting the aim of the transaction, a so-called abstract promissory note, possibly for the reason that in case of abstract work the diapason of possible dealing with different effects would be wider.[21] In that way the possibility of various issues was open (which as shown in the disputes), existed in practice, indeed not in a great number. For the city conditions in the Middle Ages it was understandable.

As we see, notary books in medieval Adriatic cities show that very often between contracting parties were made *carts* about the debts in which wasn't marked *iusta causa* of legal transaction. Abstract promissory note between parties would be enough. The document of transaction is a guarantee that in case of a dispute a claim will be achieved in court. With a notary chart as a written proof the parties could accomplish their rights through regular procedure in court. In this case the notary chart was *form ad probationem* for legal transaction.

3. For some legal transaction of exceptional values for the commune was used a special statutory regime. Notary books confirm the existence of a great number of documents made in such a way. That legal transaction are strictly formal, valid after special procedure - form whose realization is constitutive element for legal validity of the *negotium*. In medieval law this procedure was used for baying and selling real estate[22], and for regulating pledges[23], a dowries[24]and wills[25]. This legal transactions were in the *form of sollemnitatem*.

a) Sale of real estate was legally valid if the parties had a notary *chart* about transaction which was done after procedure of public announcement of selling (*carta venditionis)*. A notary *chart* must exist if the parties want to make the transaction. A solemn announcement

20 *Stat. Bud., &*. 113 and & 235.

21 For example in medieval Kotor were many documents in which is written that someone" *will bring*" or "*will get*" or "*brought*" or "*got*" certain value of money. From the 1333 documents (1326-1331) above one hundred were abstract promissory notes. For more detail see: Bogojević-Gluščević,N., *Statutarni propisi i pravna praksa u Kotoru u XIV vijeku*, Glasnik Odjeljenja društvenih nauka Crnogorske akademije nauka, Podgorica, 1977, No. 11, p. 193-211.

22 Terminology in the Statute and documents for this contract is same as in Roman law.

23 Statutory law used different term for pledge: roman (*pignus, hypoteca*), greece (*ipyteca*). The meanings of pledge is widely than in roman law.Details at Danilović,J., *Zaloga u starom dubrovačkom pravu*, Anali Pravnog fakulteta u Beogradu, 1987, No. 6, p. 640.

24 The statutory term for dowry is roman ("*dos*") and byzantine ("*parchiuium*"). In practice was opposite. The most of chart contained term "*parchiuium*", someone "*dos*". The influences of the different culture on legal life of medieval Adriatic towns are evident and its signed in each institute of laws. More information about that in: Jireček,K., *Istorija Srba*, tom II i III, Beograd 1973,Srpska akdemija nauka, p. 255-279; *Istorija Crne Gore*, knjiga. II, tom 1, Titograd 1970, p. 28-45.

25 Terminology and rules for wills is only roman.In Statute, except wills were regulated roman institute "*donatio mortis causa*", "*legatum*", "*codicil*" and "*qualche alia ultima voluntas*": For example: *Stat. Spal., liber III, &.18, De testamentis et ultimis voluntatibus.*

occurring three times by the Municipality clerk was a usual procedure in most communes. The announcement was an obligatory part of the contract process. An incomplete, unclear or absent announcement nullified the sale. The notary *chart* as an important element of the form of contract making can be drawn after successfully carried out procedure for the public announcement of immovable.[26] Public announcement of immovable selling and notary *chart* making and selling the same came into the statutory laws of Adriatic cities from the Italian coastal cities already from the thirteenth century.[27] Such regulation at the end of the thirteenth century contains Dubrovnik,[28] and from the first and second decade of the fourteenth century other cities of central and south region, Split, Budva, Kotor and Bar, as well as the cities of Istra region with a large spectrum of possibilities concerning the public sale announcement.[29]

Before passing the regulation of obligatory public announcement of immovable sale (*carta venditionis*) in the rights of coastal Adriatic cities the buying and selling contract was marked without any particular formalities. Buying and selling is a consensual contract which was perfect with *"pure"* consensus. The roman opinion that "*emptio et venditio contrahitur, simulatque de pretio convenerit, quamvis nondum pretium numeratam sit, ac ne arrha quidem data fuerit*"[30] was accepted in the law of Adriatic cities in the thirteenth century. The contract was agreed openly in the notary book. The notary document was a guarantee that in case of a possible dispute the parties would be protected and would

26 For example in Kotor. Stat.Cath., &. 256 ("...possessiones huiusmodi vendere, seu alienare voluerit, teneatur ter facere per Vicarium,seu Riparium communitatis, in platea nunciare,videlicet tribus diebus Dominiciis, et cum nunciatum fuerit, ut est dictum, Notarius de ipsa venditione faciat Instrumentum"). See: Bogojević- Gluščević, N., op. cit, p. 34-36.

27 Pertile,A., *Storia diritto Italiano*, Storia del diritto privato, Torino 1978, p. 680; Zordan,G., *I vari aspetti della comunone familiare di beni nella Venezia dei secoli XI-XII*, Studi Veneziani, volumen. VIII, Firenze 1966, p. 127-195; Margetić, L., *Histrica et Adriatica raccolta di saggi storica-guiridici e storici*, Trieste, 1983,p.132; Besta,E., *Le obligazioni nella storia del diritto Italiano*, Padova 1936, p. 205; Special about selling in italian medieval cities see: Bogojević-Gluščević, N., *Ugovor o kupoprodaji u Kotoru u XIV vijeku*, Podgorica 1966, Kulturno prosvjetna zajednica, p. 18, 53, 60, 79, 81, 84, 98, 100, 107, 110, 116, 123, 138, 141,152, 162, 166, 169, 171, 193.

28 Liber statutorum civitatis Ragusii compositus anno 1272. Cum legibus aetate posteriore insertis atque cum summariis,adnotationibus et scholis a veteribus iuris consutis Ragusinis additis by V. Bogišić-K. Jireček, Monumenta historico iuridica slavorum meridionalium, volumen IX, Zagreb 1904 (hereafter cited as Stat. Rag.,) liber. V, &. 35,& 36 and & 72; Danilović, J.,Obligacioni ugovori u dubrovačkom pravu od XIII do sredine XIV veka, Beograd 1957,unpublished thesis in Library of Law faculty, p. 66.

29 Stat. Bud., &. 153 and &. 155; Stat. Spal., liber. III, &. 110; Stat. Trog., liber. I, &. 78; Stat. Kopr., liber. II, &. 37; Stat. Rovinja, liber. II, &. 81; Stat. Senj., &. 23; Stat. Pul., liber. III, &. 23 (by Margetić,L., Osnovi obveznog prava na kvarnerskom području u srednjem vijeku, RAD, Jugoslovenska akademija nauka i umjetnosti, No.. 445, liber. 28, Zagreb 1989, p. 73-134; Margetić, L.,Osnove istarskoga srednjevjekovnog obveznog prava, RAD, Jugoslovenska akademija nauka i umjetnosti, No.. 447, liber. 29, Zagreb 1991, p. 42-43; Margetić,L., Srednjevjekovno hrvatsko pravo, Zagreb 1982, p. 52-56; Beuec, I., Osnovi statutarnog prava u Istri, Zbornik Pravnog fakulteta u Zagrebu, 1962, No. 3-4,p. 181-198; Stat. Pag., liber. III, &. 31; Šamšalović,M., Statut grada Paga za 1372. godinu, Pag 1982,p.121; Stat. Antibari., ("publicimente et con sono de compona segondo li ordini et statuti") Lett. di Lev. 11, f. 170. (by Bujuklić,Ž., op.cit., p. 168). Exceptional role was in law of Zadar (Stat. Jad.,&. 13, 14, 16, 17, 18, 21, 22 and &. 23); See: Cvitanić,A., Statut bračke komune iz 1305. godine, Supetar 1968, p.156.

30 Corpus iuris civilis, volume secundum, Codex Iustinianus, recognovit Paulus Krueger, Dublin/Cürich, 1973, Weidman, liber II,23,pr;*Gai Institutiones* (Gaj:Institucije), translate by Stanojević,O., Zavod za udžbenike, Beograd 2009, liber III, 139.

accomplish their rights in court. The document of the sale had an evidentiary effect-in case it comes to a court dispute it showed that an actual signed purchase and sale had taken place. This practice however proved to be as very ineffective in everyday legal life and was the reason for many law disputes in the communes. Making contracts in which *bona fides* parties were greatly relied upon slowly led to the evasion of *bona fides* principles and resulted in multiple documents describing the same sale.[31] Besides, all buying and selling were not compulsorily signed "*in scriptis*" with a written proof that the buying and selling was dealt with. There were also in practice buying and selling as well as those without drawn up documents of the sale, for sale of immovable in everyday life of the cities was legally very insecure. Therefore in the communes new regulations were passed suitable to the newly- created city circumstances making the legal sales easier and secure[32]. In this way buying and selling went from an informal, to a strictly formal contract for whose making, apart from the free will of the parties. It was necessary to publically announce the sale, after which the registration into the notary books was done. This form carries within itself some solemn characteristics but despite that it's not abstract but causal one. Adequate is the expression of real practice needs and it is of the essential importance for free functioning of legal sales of immovable.

b) The medieval cities issued a special proceeding for contracting a real security of carrying out an obligation by means of pledge[33] for the same reasons from which buying and selling of real estate was regulated in a new way. It was foreseen there to be several kinds of contracting real security with different legal consequences. Starting from the pledge in a form of so-called general mortgage on a debtors property[34] up to the most difficult form of a pledge for a debtor to the pledge in a form of buying up to a certain time.[35] Each of mentioned pledges required a necessary drawing up of a notary *chart* about the contracted. Without the existence of the notary *chart, carta pignorationis*, the contract about the pledge has no legal effect. The notary chart is a constitutive element for making a contract and

31 *Stat. Cath.*, &. 256; Details by Bogojević-Gluščević,N., *L'evizione nel diritto medievale di Cattaro*, Storia @ dirrito, Rivista Internazionale di Scienze Giuridiche e Tradizione Romana, Sassari, n.3/2004.

32 More of these rules were given a beginning of XIV century. See footnote No.. 29.

33 *Stat.Cath.*, &. 81, 264 and & 268; *Stat. Bud.*,& 153, 158, 159and & 271; *Stat. Rag., liber.* VII, &. 32; *liber.* IV, &. 2, 1; *liber.* VI, &. 42, 3; *Stat. Spal., liber,* III, &. 2, 63, 81, 120 and & 121; *liber.* VI, &. 28 and &. 69; *liber.* I, &.6 and &. 28; *Stat. Brach., liber.* III, &. 4; *Reformationes ., liber.* I, &. 58; *liber II*, &.12; *Stat. Trst., liber.* I, &. 2.

34 Compare: Danilović,J., Zaloga u starom dubrovačkom pravu, op. cit.,p.639; Bujuklić,Ž., Pravno uređenje srednjevekovne budvanske komune, op. cit, p. 160; Cvitanić,A., Uređenje splitske komune po statutu iz 1312. godine, op. cit., p. 131; Cvitanić, A., Srednjevjekovni statut bračke komune, Supetar 1968, p. 64; Margetić,L., Srednjevjekovno hrvatsko pravo, Čakovec 1983, p. 94.

35 Compare: Danilović,J., Zaloga u starom dubrovačkom pravu, op. cit.,p.644; Bujuklić,Ž., Pravno uređenje srednjevekovne budvanske komune, op. cit., p. 160; Cvitanić,A., Uređenje splitske komune po statutu iz 1312. godine, op. cit., p. 132; Cvitanić, Srednjevjekovni statut bračke komune, Supetar 1968, p. 65; Margetić,L., Srednjevjekovno hrvatsko pravo, Čakovec 1983, p. 94; Margetić, L.,Bračno imovinsko pravo prema Krčkom statutu na latinskom jeziku, Krk, 1971, Krčki zbornik, No. 2, p. 145-177; Bogojević Gluščević,N., The Law and Practice of Average in Medieval Towns of the Eastern Adriatic, Journal of Maritime Law & Commerce, Vol.36, No.1, January, 2005, p.21-59. This practice was known also in medieval Italy, France and Swiss. See: Revie historique de droit francais et etranger, Paris 1986, No. 4, Resume of Congres » Journel d''histoire de droit«, Lousane, 1986, p. 124-138; About same practice of pledge from Creta notary books see in Fonti per la Storia di Venezia, a cura di R. Morozzo della Rocca, Venezia, 1950, p. 116.

it gave the right to the holder to realize such a pledge on the base of a special statutory regulations. The procedure was worked out very precisely and it required maximum respect of all foreseen formalities from the side of a pledge *creditor*.[36] Despite the existence of the chart the pledge creditor loses his rights which, according to the pledge *chart*, belong to him unless he respected the statutory procedure[37]. The pledge in a form so-called buying up to a certain time, whose subject is immovable, required, concerning the realization, the same procedure which was also carried out during buying and selling of immovable. The pledge *creditor* must announce in public the selling and draw up the *chart* about the announced sale as well as with buying and selling of immovable, so that only after such carried out procedure he could become the owner of the pledge matter.[38] It's sure that in the cities each of pledge required a necessary drawing up of a notary *cart* about the contracted. The notary *cart (carta pignorationis)* is a constitutive element for making a contract. Despite the existence of the chart pledge creditor loses his rights.

c) Under the term the dowry document "*carta dotis*", "*instrumentum dotis*"[39] the medieval statutory rights and legal practice of the coastal Adriatic cities meant two kinds of documents with different meaning. In the first often present meaning that is a document which is a necessary form for making a written contract of parties about the dowry and in this case the notary document has the meaning of a *form of sollemnitatem*.[40] In another case

36 *Stat.Cath.*, &. 81 and & 264; *Stat. Rag., liber.* VII, &. 32; *Stat. Bud.*,&. 153; See: Bujuklić,Ž.,*op.cit*, p. 161; Bogojević-Gluščević, N.,*Recepcija rimskog i vizantijskog prava na balkanskom Jugu*, Pravni fakultet Univerziteta Crne Gore, Grafo Crna Gora, Podgorica 2011.,p.56-71; Danilović, J., *Zaloga u starom dubrovačkom pravu, op. cit.*, p. 641; Margetić,L., *Bračno imovinsko pravo prema Krčkom statutu na latinskom jeziku*, Krk, 1971, Krčki zbornik, No. 2, p. 145-177.

37 Details see: Bogojević-Gluščević,N., *Prescrizioni statutarie e pratica giuridica nella citta di Cattaro nel Trecento*, Anali Pravnog fakulteta u Beogradu, Beograd 1998, anno XLVI, No. 4-6, p.410- 428. For other towns see: Cvitanić,A., *op. cit.*, pag. 131; Danilović,J., *Zaloga, op. cit.*, p. 651; Bujuklić, Ž., *op.cit.*, p. 161.

38 For example in Kotor. Stat. Cath., &. 268, De rebus ad certum terminum remanentibus in venditione que sunt alijs obligata (" ...statuimus, quoq quicue fecerit alicui concordium aliquod, vel obligationem de oppignoratione aliqua de bonis suis stabilibus per venditionem ad terminum, et ab ipsum terminum ipse impignator rerum non scompraret ipsas res, sed remanerent in venditione ipsi imprestatori, teneatur ipse imprestator veniente termino ipso facere nunciare ter per Vicarium, vel Riparium Communitatis in platea videlicet tribus diebus Doninicis, quomodo illa possessio sibi oppignorata remanet apud eum in venditionem, quod si non fecerit, tale concordium, vel obligatio non teneat, nec praeiudicet alicui,cui ipsa bona essent obligata"); Details for application this rule in practice see: Bogojević-Gluščević,N., Statutory regulation and legal practice in Kotor of XIV th century, ATTI della 51 Session della SIHDA, Regle et pratique du droit, Rubettino, Napoli, 1999, p.241-260.

39 Regime of the dowry is mixed: roman classical, postclassical and byzantine (*Digesta*, 23, 3, 30; *Codex Iustinianus*, 5, 11, 6; 5, 11, 72; *Codex Theodosianus*, 3, 13, 14; *Ekloga, tit.* II, 3; Marrone, M, *Instituzioni di diritto romano*, Palumbo 1985,p. 134-137; From contemporary law, for example, italian medieval law, see: Margetić,L., *Mletačka repromissa i "dar u ponedjeljak" i grosina (pellica vidualis)*, Zbornik Pravnog fakulteta u Zagrebu, Zagreb 1989, No.2, p.163-172; Margetić, L., *Neka pitanja starijeg mletačkog porodičnog prava*, Zbornik Pravnog fakulteta Sveučilišta u Rijeci, Rijeka 1988, No. 9, p. 107-117; Margetić, L., *Porijeklo načela paterna paternis u srednjevjekovnim pravnim sustavima na jadranskoj obali*, Zbornik Pravnog fakulteta u Zagrebu, Zagreb 1983, No. 1-2, p. 131-140.

40 *Stat.Cath.*, &. 150, 141, 142, 146, 147 and & 171 ("*...dotem promittere, promittere in dotibus*"); *Stat. Bud.*, &. 73; *Stat. Spal. liber. III*, &. 50; *Stat. Rag., liber. IV, &.* 4; Practice in cities had many documents of this kind. In Kotor its signed by terminology "*dotem promittere, promittere in dotibus*" (Mayer, A., *Monumenta Catarensia, volumen.* I, Zagreb 1951, Jugoslovenska akademija nauka i umjetnosti, doc. No. 150, 167, 213, 1142 and 1320; Mayer, A., *Monumenta Catarensia, volumen.* II, Crnogorska akademija nauka i umjetnosti and Hrvatska akademija

the document-describing the giving of the dowry had the character of showing proof of specific performance By this document it is proved that the husband received the dowry-the document of handing the dowry over as the act of carrying out a contract.[41] Such a document has a character of a receipt as a paid and owed obligation, of a cessation which was owed by the pledge giver.[42] By this document it is proved that the husband received the dowry and that according to that he has nothing to require from the pledge giver. In practice there were often present the cases when the moment of signing a contract about the dowry coincides with the moment of its carrying out so that at the same time the document about the dowry had a double character-of both a form of making a contract and a receipt about the paid off debt.[43] There aren't an irrelevant number of notary documents about dowry signed in a form very similar to abstract obligations where the obligation of paying off a certain sum of money or handing over some other matter is stated. It is about the cases when the dowry giver didn't or did only partially satisfy the contracting obligation.[44] In contrast to the abstract obligations these documents usually contained the *iusta causa* and are used in court as a proof of debt existence.[45]

---

nauka i umjetnosti , Zagreb- Podgorica 1981, doc. No. : 681, 633, 433, 439, 1051 and ecetera). Comparison with Roman law at *Codex Theod.* 3, 13, 4; with Byzantine law at *Ekloga, tit.* II, 3.

41 Stat. Cath., &. 149, De dote et parchiuio (... si aliqua mulier, vel aliquis pr ea dotem dederit, uel parchiuium, de recepcione ipsius parchiui, maritus cartam publicam supra se facere teneatur, illi qui parchiuium sibi assignauerit de rebus predictis promissis in dotibus pwer cartam Notarij...). In practice by word ("dotem dare assignare, dare in parchiuio") in Monumenta Catarensia, volumen. I, documents. 273, 274, 279, 412 and ecetera; Stat. Spal., liber. III, &. 124.

42 About this differences between Adriatic and Italian cities in middle age see: Zordan, G., *I vari aspetti della comunone familiare di beni nella Venezia dei secoli XI-XII*, Studi Veneziani, vol. VIII, Firenze 1966, p. 127-195; Margetić,L., *Mletačka repromissa i "dar u ponedjeljak" i grosina (pellica vidualis)*, Zagreb 1989, Zbornik Pravnog fakulteta u Zagrebu, No..2, p. 163-172; Margetić, L., *Neka pitanja starijeg mletačkog porodičnog prava*, Rijeka 19988, Zbornik Pravnog fakulteta Sveučilišta u Rijeci, No. 9, p. 107-117; Margetić, L., *Porijeklo načela paterna paternis u srednjevjekovnim pravnim sustavima na jadranskoj obali*, Zagreb 1983, Zbornik Pravnog fakulteta u Zagrebu,No. 1-2, p. 131-140.

43 Mayer, A., *Monumenta Catarensia, volumen.* I, Zagreb 1951, Jugoslovenska akademija nauka i umjetnosti, doc. 1147; Mayer, A., *Monumenta Catarensia, volumen.* II, Crnogorska akademija nauka i umjetnosti and Hrvatska akademija nauka i umjetnosti , Zagreb- Podgorica 1981, doc. 290, 461, 1448, 1483 and 1562.; Archive of Kotor city, *Acta notarilia, vol.* III, 1395-1400; *doc.* 588, 255, 317, 401, 434 and 605; *doc.* 605. 7. XI 1398 ("*.. Ego Giuro, fabro de Cataro, canonice matrimonium contraho cum Belano...dans sibi filiam meam.. cum qua do sibi pro dote et nomine dotis vineam meam.*"); *doc.* 490. 21. XI 1397 ("*.. Ego Triphoye Cosica, aurifex de Cataro ...confiteor habuisse et recepisse cum dicta Agneta, uxore mea, in dotem et dotis nomine proprius in Lastua.*"); *doc.* 401, 7. II 1397. ("*... Ego Seia, uxor quondam Jacobi Milani de Parma, olim notarius .. una cum Paulo, filio meo.. canonice matrimonium contrahimus cum Gaurilo, filio quondam Micho Vrachien de catharo, dantis sibi in suam uxorem legiptimam Alegrina, filiam meam... et sorore dictam Pauli, cum qua damus sibi in dotibus..*".) .

44 Mayer, A., *Monumenta Catarensia, volumen.* I, Zagreb 1951, Jugoslovenska akademija nauka i umjetnosti, *doc.* 1320, 22. VI 1335; Mayer, A., *Monumenta Catarensia, volumen.* II, Crnogorska akademija nauka i umjetnosti and Hrvatska akademija nauka i umjetnosti , Zagreb- Pogorica 1981, *doc.* 433,19. IX 1333;*doc.*1317, 13. X 1326; same in *doc.* 439, 1054 and 1404 .

45 Mayer, A., *Monumenta Catarensia, volumen.* II, Crnogorska akademija nauka i umjetnosti and Hrvatska akademija nauka i umjetnosti , Zagreb- Podgorica 1981, *doc.* 1177, 2. VIII 335; *doc.*1178,2. VIII 1335 ("*...Ego Triphon...confiteor me debere dare Vladi.. de ratione dotum filie mee.*"); Mayer, A., *Monumenta Catarensia, volumen.* I, Zagreb 1951, Jugoslovenska akademija nauka i umjetnosti, *doc.* 51, 52, 58, 59, 273, 274, 468 and 469 (.." *de ratione parchiui, pro restandi dotis, de residio perchiui*").

d) The wills, as the act of handling the last will of a testator had a special importance in statutory rights. According to statutory regulations each *testament* in order to be valid and to cause the derived legal effect, had to be reduced in a public form by the notary according to the procedure which is very precisely arranged by the statutory regulations.[46] If a testator made the will personally it was necessary to deliver it in a written form (*cedula testamentis*) closed and sealed to the notary of the commune in the presence of witnesses and executors of the will- *examinator*.[47] The will could be the valid legal document if it were made before the notary and in presence of two witnesses and the will executor.[48] The wills could also be made outside the city. That is outside the city office where its publicity had to be provided by the procedure a bit stricter than for the wills made in city itself.[494] The existence of any questionable part in a written form delivered by a testator or a witness or any other lack in the witness statement gave the notary the right to contest the validity of the will and all this can be an incontestable proof of the validity and respect of the notary *chart* in the transaction *mortis causa*.[50]

III

From everything above mentioned it could be concluded that the statutory law and legal practice in those cities accepted and respected the legal validity of the notary instruments: both as a proof of a legal transaction and as the constitutive element for the origin and legal validity of the *negotium*. In this way the cities are following the usual medieval practice from the rest of the Mediterranean.[51]

At the end of the thirteenth century, the document appears with a new meaning. Such regulations are caused by the state of legal disorder and insecurity because of misuses in using the notary *instruments* and violation of principles of honest and conscientious behav-

46 Stat. Brach., liber. I, &. 28; liber. IV, &. 59, Reformationes. liber. III, &. 16; Stat. Spal., liber. III, &.18, De testamentis et ultimis voluntatibus; liber. I, &. 28; Reformationes,. &. 109; Stat. Cath.,&. 435.

47 Stat. Spal., liber. III,&. 22, De comisoriibus; Stat. Brach., Reformationes., lib. II, &. 4; Stat. Bud., &. 235, 179, 168 and 180; Stat. Cath., &. 183, 186 and 435, De testamentis et commisaries testamentores correctionis ultimae.

48 Stat. Spal., liber. I, &. 28; Reformationes., &. 109; Stat. Cath., &. 435.

49 Stat. Bud. ,&. 180; Stat.Cath., &. 435.

50 For example in Kotor *notarius* verified the will after omission the doubtful texts. Mayer, A., *Monumenta Catarensia, volumen*. II, Crnogorska akademija nauka i umjetnosti and Hrvatska akademija nauka i umjetnosti , Zagreb- Podgorica 1981., doc. 1042 ("*...coram nobis notario infrascripto quandam cedulam presentarunt dicendo eam fore ultimum testamentum dicti Giue, et rogando eam reduci in publicam formam ut est moris.Cuius tenor intracibitur. Verum quia in dicta cedula quedam cancellatura suspecta apparebat, ubi mentio fiebat de aliqua possessione emenda... que per nos expresse requisita dicto testamento et omnibus contentis in ea concensit, ipsum approbando et ratificando, quantum in ea est, volens, quod ultra, quam sit expressum in dicto testamento, supplendo cancellaturam antedictam, que omittitur in publicatione testamenti memorati,debeat...*".)

51 Besta, E., Le obligazioni nella storia del diritto Italiano, Padova 1936, p. 205; Astuti,G., I contrati obligatori nella storia del diritto Italiano, parte generale, Milano 1952, p. 362; Pertile,A., Storia diritto Italiano IV, Storia del diritto privato, Torino 1978, p. 554, 555, 557, 560 and 568; Zordan,G., I vari aspetti della comunione familiare di beni nella Venezia dei secoli XI-XII, Studi Veneziani, volumen. VIII, Firenze 1966, p. 127-195; Margetić, L., Histrica et Adriatica raccolta di saggi storica- guiridici e storici, Trieste, 1983, p.134.

ior of contracting parties while making legal transaction.[52] For same important legal transaction (such as will, sale of immovable, pledge, dowry) the statutes introduced the obligatory existence of the notary *chart* as the form for making the contract.[53] In some statutory rights the regulations like these have been stated because of the special importance which some of this transaction had in the legal life of the cities.[54] The statutory norms by which the dispositive character of a document "was introduced had some real effects in practice because they practically enabled incorporation of law with the document whose handling means 0the alienation of law"[55]. In the variation of the notary document existence only as a proof about the making legal transaction, that wasn't possible to provide. For the satisfaction of such needs in practice, the documents with dispositive meaning have been introduced into the legal transaction. It was considered to be *forma ad solemnitatem*. Such rule of law, according the documents of archives was followed by practice.

SOURCES:

1. *Acta notarilia, vol.* III, 1395-1400, Historic Archive of Kotor(manuscript unpublished source)
2. *Codex Theodosianus*,vol.I-XII, edit stereotipa,Berolini 1877.
3. *Corpus iuris civilis*, volume primum, *Digesta*, recognovit Paulus Krueger, Dublin/ Cürich, 1973.
4. *Corpus iuris civilis*, volume secundum, *Codex Iustinianus*, recognovit Paulus Krueger, Dublin/Cürich, 1973.
5. Čremošnik, G., *Nekoliko dubrovačkih listina*, Glasnik Zemaljskog muzeja u Sarajevu, Sarajevo 1931.
6. *Gai Institutiones* (Gaj:Institucije), translate by Stanojević,O., Zavod za udžbenike, Beograd 2009. *Gli statute di Arbe*, Trieste 1901.
7. *Fonti per la Storia di Venezia*, a cura di R. Morozzo della Rocca, Venezia, 1950.
8. *Lettera di Levante*., Duloir, Manfredi Settala, Samuel Sorbiere per Abbondio Menafoglio, Venezia, 1671.
9. Margetić,L., *Ekloga iz 726. godine*, prevod teksta, Zbornik Pravnog fakulteta sveučilišta u Rijeci, No.1, Rijeka 1980.
10. Margetić,L.- Strčić,P., *Senjski statut iz 1388*., Senj 1985-1987.

52 For example in Kotor in Statute' s provision 256 is describe the reason for bringing this role 1312 year (".. quis multi possessiones suas vendebant occultem, propter quod veniebant litis, et damna, volumus praesenti statuto firmantes...").

53 Stat. Bud., &. 153 and 155; Stat. Spal., liber. III, &. 110; Stat. Trog., liber. I, &. 78; Stat. Kopr., liber. II, &. 37; Stat. Rovinj, liber. II, &. 81; Stat. Senj., &. 23; Stat. Pul., liber. III, &. 23; Stat. Pag., liber. III, &. 31; Stat. Antibar., ("publicimente et con sono de compona segondo li ordini et statuti") by Lettera di Levante., 11, f. 170. (See: Bujuklić, Ž., op. cit., p. 168).

54 *Stat. Bud.* &. 54, 56, 184, 225, 59, 61, 67, 58, 60, 62, 63, 230, 224, 226, 245, 273, 269 and 274; *Stat. Rag., liber.* VII, &. 17, 47, 63, 65, 75, 76, 77, 80, 82 and 83; *Stat. Spal., liber.* VI, &. 19; *liber.* IV, &. 118; *liber.* V, &. 33, 36, 39, 34, 41, 42, 43 and 44; *Stat. Cath., &.* 348, 329, 324, 335, 333, 334, 497, 180, 282, 387, 337 and 339; More about that in Danilović, J., *Zaloga, op. cit.*, p. 646-651; Bujuklić,Ž., *op. cit.*, p. 157-231;Bogojević-Gluščević,N., *Ugovor o kupoprodaji u Kotoru u XIV vijeku*, Podgorica 1996, Kulturno prosvjetna zajednica, p. 32-86.

55 Astuti, G., I contrati obligatori nella storia del diritto Italiano, parte generale, Milano 1952, p. 205.

11. Statuta Communitatiis Pagi, Venice 1637.
12. *Statute della citta di Veglia*, Atti Memorie della Societa Istriana di arheologia a e storia patria, Trieste 1895-1896.
13. Statuta et leges civitatis Buduae, civitatis Sordonae et civitatis insulae Lesinae, Monumenta historico iuridica Slavorum meridionalium, pars. I, volumen. 3, by Ljubić,S., Zagreb 1882-1883.
14. *Statuta et leges civitatis Cathari*, apud Robertum Mietum, Venetiis 1616.
15. Liber statutorum civitatis Ragusii compositus anno 1272. Cum legibus aetate posteriore insertis atque cum summariis,adnotationibus et scholis a veteribus iuris consutis Ragusinis additis by V. Bogišić-K. Jireček, Monumenta historico iuridica slavorum meridionalium, volumen IX, Zagreb 1904 .
16. Mayer, A., *Monumenta Catarensia, volumen*. I, Jugoslovenska akademija nauka i umjetnosti, Zagreb 1951.
17. Mayer, A., *Monumenta Catarensia, volumen*. II, Crnogorska akademija nauka i umjetnosti and Hrvatska akademija nauka i umjetnosti , Zagreb- Pogorica 1981.
18. Statuta et leges civitatis Spalati, Monumenta historico-iuridica, Slavorum meridionalium, pars. I, vol. 2, Zagreb 1878.
19. Statuta et leges civitatis Trauguri, Monumenta historico iuridica Slavorum meridionalium, pars I, volumen. 4, by Henel, J., Zagreb 1884.
20. Statuta Jadertina cum omnibus reformationibus in hunc usque diem factis, , apud Domenicum de Farris ,Venetiis MDLXIII
21. Statuta et reformations insulae Brachiae cum legibus, privilegiis, gratis and indultis ducalibus pro Communitate Brachiensi, Monumento historic iuridica Slavorum meridionalium, Jugoslovenska akademija nauka and umjetnosti, volume XI, Zagreb 1926.
22. Strohal,I., *Statuti primorskih gradova i općina, bibliografski nacrt*, Jugoslovenska akademija nauka i umjetnosti, Zagreb 1871-1917.ISBN 10:1247857506/1-247-85750-6

BIBLIOGRAPHY

1. Astuti, G., I contrati obligatori nella storia del diritto Italiano, parte generale, Milano 1952
2. Besta,E., Le obligazioni nella storia del diritto Italiano, Padova 1936.
3. Beuec, I., *Osnovi statutarnog prava u Istri*, Zbornik Pravnog fakulteta u Zagrebu, No. 3-4,Zagreb 1962.
4. Bogojević-Gluščević, N.,*Reception of Roman law in Medieval Towns of the Eastern Adriatic*,Part one, Law Faculty University of Montenegro, Podgorica 2011. ISBN 978-86-509-0070-3
5. Bogojević-Gluščević, N., *Ricezione del diritto romano nelle città medievali dell'Adriatico orientale*, Libro secondo, Facolta di Giurisprudenza di Podgorica, Podgorica 2011. ISBN 978-86-509-0072-7
6. Bogojević,N., *Podaci o obligacionom pravu u kotorskim izvorima prve polovine XIV vijeka*, Zbornik Pravnog fakulteta u Titogradu, No. 6-7, Titograd 1981.

7. Bogojević- Gluščević, N., *Ugovor o kupoprodaji u Kotoru u XIV vijeku*, Kulturno prosvjetna zajednica, Podgorica 1966.
8. Bogojević-Gluščević,N., *Svojinski odnosi u Kotoru u XIV vijeku*, Univerzitetska riječ, Nikšić 1988.
9. Bogojević-Gluščević,N., *Statutarni propisi i pravna praksa u Kotoru u XIV vijeku*, Glasnik Crnogorske akademije nauka i umjetnosti, No. 11,Podgorica 1997.
10. Bogojević-Gluščević,N., *L'evizione nel diritto medievale di Cattaro*, Storia @ dirrito, Rivista Internazionale di Scienze Qiuridiche e Tradizione Romana, No.3 Sassari 2004.
11. Bogojević-Gluščević, N.,*Recepcija rimskog i vizantijskog prava na balkanskom Jugu*, Pravni fakultet Univerziteta Crne Gore, Grafo Crna Gora, Podgorica 2011. ISBN 978-86-509-0069-7
12. Bogojević Gluščević,N., *The Law and Practice of Average in Medieval Towns of the Eastern Adriatic*, Journal of Maritime Law & Commerce, Vol.36, No.1., January, 2005
13. Bogojević-Gluščević,N., *Prescrizioni statutarie e pratica giuridica nella citta di Cattaro nel Trecento*, Anali Pravnog fakulteta u Beogradu, anno XLVI, No. 4-6, Beograd 1998.
14. Bogojević-Gluščević,N., Statutory regulation and legal practice in Kotor of XIV th century, ATTI della 51 Session della SIHDA, Regle et pratique du droit, Rubettino, Napoli 1999.
15. Bujuklić,Ž., *Pravno uređenje srednjevekovne budvanske komune*, Univerzitetska riječ, , Nikšić 1988. Bujuklić.,Ž- Luketić,M., *Statut grada Budve*, Budva 1990.
16. Cvitanić,A., Statut bračke komune iz 1305. godine, Supetar 1968.
17. Cvitanić, A., Pravno uređenje splitske komune po statutu iz 1312. godine, Split 1964.
18. Danilović, J., Obligacioni ugovori u dubrovačkom pravu od XIII do sredine XIV veka, Pravni fakultet u Beogradu ,Beograd 1957.
19. Danilović,J., *Represalije u dubrovačkom pravu XII i XIII veka*, Zbornik Pravnog fakulteta u Novom Sadu, No. VI, Novi Sad 1972.
20. Danilović,J., *Zaloga u starom dubrovačkom pravu*, Anali Pravnog fakulteta u Beogradu, No. 6., Beograd 1987
21. *Istorija Crne Gore*, knjiga. II, tom 1, Titograd 1970.
22. Jireček,K., *Istorija Srba*, tom II and III, ,Srpska akademija nauka, Beograd 1973.
23. Kostrenčić,M., Fides publica u pravnoj istoriji Srba i Hrvata, Beograd 1930 .
24. Margetić,L., Histrica et Adriatica raccolta di saggi storica - guiridici e storici, Trieste 1983.
25. Margetić,L., Osnovi obveznog prava na kvarnerskom području u srednjem vijeku, RAD, JAZU, No. 445, liber. 28, Zagreb 1989.
26. Margetić,L., *Osnove istarskoga srednjovjekovnog obveznog prava*, RAD, JAZU, No.. 447, *liber*. 29, Zagreb 1991.
27. Margetić, L.,Bračno imovinsko pravo prema Krčkom statutu na latinskom jeziku, , Krčki zbornik, No. 2, Krk, 1971 .
28. Margetić,L., *Mletačka repromissa i "dar u ponedjeljak" i grosina (pellica vidualis)*, Zbornik Pravnog fakulteta u Zagrebu, No..2, Zagreb 1989
29. Margetić,L., Srednjevjekovno hrvatsko pravo, Zagreb 1982.

30. Margetić, L., *Neka pitanja starijeg mletačkog porodičnog prava*, Zbornik Pravnog fakulteta Sveučilišta u Rijeci, No. 9, Rijeka 1998.
31. Margetić, L., Porijeklo načela paterna paternis u srednjevjekovnim pravnim sustavima na jadranskoj obali, Zbornik Pravnog fakulteta u Zagrebu,No. 1-2, Zagreb 1983.
32. Marone, M., Instituzioni di diritto romano, Palumbo 1985.
33. Pertile,A., *Storia diritto Italiano*, Storia del diritto privato, Torino 1978.
34. Romac,A., *Dictionary of Roman law*, ,Informator, Zagreb 1975.
35. Revie historique de droit francais et etranger, Paris 1986, No. 4, Resume of Congres " Journel d"histoire de droit", Lousane, 1986.
36. Rismondo,V., *Statut grada Splita*, Split 1987.
37. Sindik,I., *Komunalno uređenje Kotora od XII do druge polovine XIV stoljeća*, Srpska akademija nauka, liber CLXV, Beograd 1950.
38. Šamšalović,M., Statut grada Paga za 1372. godinu, Pag 1982.
39. Zordan, G., I vari aspetti della comunione familiare di beni nella Venezia dei secoli XI-XII, Studi Veneziani, vol. VIII, Firenze 1966.