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## The institution of retirement on Scanian estates in the nineteenth century

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CHRISTER LUNDH AND MATS OLSSON\*

*ABSTRACT.* This article examines the institution of retirement on some estates in Scania, the southernmost part of Sweden, in the nineteenth century. It is obvious that tenant farmers on the estates were practising the same retirement system as was customary among freeholders, that is they were entering into retirement contracts with their offspring or with a non-relative, making over the farm in exchange for board and lodging for the rest of their lives. The retirement age was about 60 for men and somewhat less for women. In this respect there was no difference between tenant farmers and freeholders. However, due to differences in property conditions and land tenure, there were other differences between these groups. Freeholders were usually able to ensure for themselves considerably better pension rights than could estate tenants. Furthermore, there are clear indications that estate owners, in certain cases, opposed early retirement or intervened in the selection of new tenant farmers as well as in the level of the pension. Possibly as a result, it was more common among estate tenants to agree a retirement contract with a non-relative than it was among freeholders.

A turning point in the history of Swedish pension systems was the introduction of general old-age pensions in 1913, when, for the first time, the state assumed overall responsibility for the elderly.<sup>1</sup> Even if the pension, to begin with, was low, it was one and the same pension system for all the elderly, independent of previous occupation or the social group to which they belonged. Previously, responsibility for the elderly was shouldered by families, or, if these were unable to support and take care of their elderly, it fell to the municipalities. It thus follows that the various social groups organized the support and care of their elderly in different ways according to their respective means.

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In the Middle Ages higher social groups could use a part of their wealth to pay for board, lodging and care in old age, either in a monastery or other church or private institution. Senior government officials and clergymen also had special pension systems. It was common, in the seventeenth and eighteenth centuries, for a clergyman's widow to be supported by a young, unmarried and newly appointed clergyman who was preferred for the vacant post, provided he was willing to marry his predecessor's widow. In the course of the nineteenth century this system was replaced by various forms of pension funds, for example for the clergy and officers.<sup>2</sup>

In the countryside landholding farmers had practised a system of retirement agreements dating back to the Middle Ages. The system meant that ageing farmers made over their farms to a younger generation in exchange for board and lodging for the rest of their lives. In the eighteenth century the system implied a formal transfer of fixed property between generations, in that more complex and written contracts were used. This system of retirement contracts prevailed not only in Sweden but in the rest of Scandinavia and other parts of northwestern Europe.<sup>3</sup>

It has been claimed that a system of recognized right to hereditary possession of land was practised in estate regions in Continental Europe, amongst tenant farmers or leaseholders (hereafter called tenant farmers), and that this form of anticipated inheritance actually was the origin of the retirement institution among peasants. Later, it was copied by freeholding peasants (hereafter called freeholders/freehold-farmers).<sup>4</sup> The evidence supporting this theory is not very convincing, and, in any case, the origin of the retirement system is not the object of this study. However, it is clear that in Sweden, too, retirement agreements were practised not only among freeholders but also on crown or noble land. It is known from, among other sources, a royal letter dated 1751, that a system of retirement contracts was used even by tenants on crown land.<sup>5</sup> We also know that the custom of retirement contracts was practised among tenant farmers on the Trolleholm and Borgeby estates in Scania in southern Sweden in the eighteenth and nineteenth centuries.<sup>6</sup> Since our study concerns Scania, which was a part of Denmark until 1658, it is also interesting that the institution of retirement contracts was widespread on Danish estates in the seventeenth and eighteenth centuries.<sup>7</sup>

Thus peasants, both on their own and on rented land, were able to secure their position in old age by making retirement agreements with their children, and only in individual cases could they be described as suffering from 'nuclear hardship'. Laslett's definition of this concept is that the large and increasing number of nuclear families in northwestern Europe meant that many elderly people were not taken care of within their families, which would have been the case in a society with a stem-family system.<sup>8</sup> Even

though the Swedish laws of inheritance *per se* did not stipulate impartible land as in the part of Austria that Berkner refers to,<sup>9</sup> a system of retirement agreements made possible the making over of the family farm to one of the children who then took care of the parents in their old age.

The landless, as they lacked the possibility to exchange a farm for board and lodging, were in a considerably more difficult situation in the autumn of their lives. Of anyone, they were more likely to suffer nuclear hardship, or, should one say, the hardship of being landless. In principle, children were duty-bound to take care of their old parents if they could, but in a number of cases employers took on the responsibility of providing for their faithful old servants. Nonetheless, communal poor relief had to take care of a large number of the impecunious elderly.<sup>10</sup>

Using terms like 'retirement' and 'pensions' in a pre-industrial context might seem anachronistic. In a pre-industrial agrarian economy, most people did not give up working so long as they were not completely unable to carry out work. There was no concept of a specific age at which people, in general, withdrew from economic activity. In an agrarian pre-industrial context, retirement meant that old people were eased out of the regular work force and were spared heavy and arduous tasks. Institutional arrangements were aimed at providing a pension that made retirement in this sense possible.

Most studies of the system of retirement contracts<sup>11</sup> in Sweden have focused on freeholders, which is why our knowledge of how the system worked among tenant farmers is so limited. Therefore, this study focuses on the system of retirement contracts on some Scanian estates in the nineteenth century. Central to the study are issues such as the age and marital status of the pensioner at the time of retirement, to whom the transfer of the farm was made, the form and level of the pensions and the changes, if any, over time. To the extent that it is possible, a comparison is made with arrangements made by freehold-farmers. The differences in property rights lead us to expect that the system of retirement contracts, in many respects, functioned differently on estates from the way it was practised by freehold-farmers.

#### I. THE INSTITUTION OF RETIREMENT AGREEMENTS AMONG FREEHOLDERS IN SWEDEN

The institution of retirement agreements meant that the property owner in the countryside transferred his farm to another person in exchange for free board and lodging at the farm. This support could consist either of daily meals at the new landlord's table or emoluments in kind, money or purchased goods. The one who handed over his property could, in

addition, retain the right to farm certain plots of land, fish in the property's waters and enjoy certain conveyances or other services, personal care and a dignified burial.<sup>12</sup>

The pension retained by the person who transferred his property was called, in the language of the time 'undantag'<sup>13</sup>, and the agreement regarding "undantag" took, in more recent times, the form of a written contract. In this study the English term "system/institution of retirement agreements or contracts" is used as a translation of this system as a phenomenon, and "pensions" as a translation of the Swedish 'undantag'.

The institution of retirement agreements was well established in Sweden in the Middle Ages and can even be traced back to the Viking Age.<sup>14</sup> Landholding farmers could enter into agreements with their children or any other person, even a non-relative, for the transfer of all their property in exchange for board and lodging for the rest of their lives. Since the rightful heirs were protected by law, all of the children of those retiring had to be asked whether they wished to join in contributing to the parents' pension. However, the transfer of the farm applied to the usage rights and income from farming, not ownership *per se*. A retired couple would retain the right of joint ownership of their property for the rest of their lives. The practice of making over the property to one or more donors of pensions was primarily a way of adding to the pension.<sup>15</sup>

Scanian Law, written in the early thirteenth century, provides three ways in which pensions could be set up for the farmer-couple. The first was to divide the property equally among the heirs who then took it in turn to accommodate and provide for the pensioners. The second alternative was to divide the property among the heirs, but for the old couple to retain a part for themselves which they would later give to the heir who would subsequently take on the responsibility of providing for the parents. The third possibility arose when none of the heirs could or wanted to help the parents, in which case the latter could turn to whomsoever they wished and make an agreement to receive, in return for compensation, board and lodging for the rest of their lives.<sup>16</sup> Swedish provincial laws<sup>17</sup> in the same period contained similar regulations.

On the death of the retired couple, the inheritance was distributed among the direct heirs. The contributions made by the children towards the support and care of their retired parents were deducted before the inheritance was divided up. It was on the death of the parents that the decision as to who was going to take over the farm was made, and only then did the ownership of the farm pass from one generation to the next. The fact that the old couple actually owned the property probably ensured they were a major influence on the household, in spite of their having relinquished the position of head of household to a member of the younger

generation. If the donor of pensions did not fulfil his obligations or mis-managed the farm, the old couple could rescind the agreement and repossess the property.<sup>18</sup>

Information on the institution of retirement agreements in the Middle Ages comes largely from legislation of the period, and very little is known about the actual practice. However, research has pointed to the fact that the institution changed during the course of the sixteenth and seventeenth centuries, so that by the middle of the eighteenth century it differed in several respects from its older form. Two changes, compared to the older legislation, are particularly noteworthy.<sup>19</sup>

First, there was a change in the point in time at which the property was regarded as being formally transferred from the pensioner to the donor of pensions. A law of 1734 ordained that property passed to the donor of a pension at the moment the retirement contract was signed.<sup>20</sup> Retirement agreements are not explicitly mentioned in the clauses of this Act, which was formulated in very concise terms, but Charpentier, who has studied its origins, argued that those who were responsible for drafting the new law considered that the retirement contracts constituted a conditional gift of real property, by analogy with other elements in the code of land laws. With regard to real property, ownership was transferred as soon as the parties concerned came to an agreement, and Charpentier's point is that it is evident that the law did not distinguish between a retirement contract and other bequests. Even though it was a conditional agreement, the retirement contract was considered a gift and not a purchase despite the fact that rural inhabitants regarded it in this light.<sup>21</sup>

Secondly, the terms of the hand-over were changed. The former practice was that the pensioner was to transfer all his fixed property, with or without personal property, in exchange for support and care. As mentioned earlier, this was not a transfer of the ownership itself, but meant that the land was put at the disposal of the donor of pensions as a contribution to the support of the pensioner. In as much as the point in time for the transfer of ownership was changed, the amount of property to be transferred also changed. It was no longer the whole of the property of the pensioner that was necessarily covered by the retirement agreement, but only the amount that was considered to be sufficient to maintain the old couple during their time as pensioners. The pensioner could still own personal property, cash and land, which did not come under the jurisdiction of the donor of pensions but was to be shared by the heirs after the death of the old couple. Thus, that part of the farm property given in exchange for pensions was transferred when the pensioner and the donor concluded their agreement, and not, as previously, on the death of the parents.<sup>22</sup>

Since the pensioned couple were thus deprived of their ownership of the land, personal property and tools became the most important items listed in retirement agreements. The retirement contract became more detailed, and because it involved the transfer of land, it took the form prescribed by the code of land laws: written contracts signed in the presence of witnesses and registered as a mortgage on the property.<sup>23</sup>

Concomitant with the transfer of property between generations by means of the retirement contract, the position of head of household was also transferred to the new owner. Since access to land was restricted and at the same time was a prerequisite for marriage, the system of retirement agreements made it easier for the adult children to marry and start a family. The parents could retire and hand over the responsibility of running the farm to a 'marriage-keen' son or son-in-law. In contrast with the Middle Ages, when the retiring farmer was included as a member of the donor's household, stripped of the legal power he had held as head of the household, the pensioner could now retain his status as legally competent, and was considered the head of his own separate pension household. Such changes in the system of retirement agreements can easily give the impression that the position of pensioners was weakened compared with earlier times, because they had lost the right of ownership to the plot of land covered by the contract. However, this was not necessarily the case. In the Middle Ages the pensioner became subordinate to the donor's dominant position as head of household, but the pensioned farmer in the eighteenth century was legally competent even if he lived on someone else's farm or messuage. As he was legally competent he could represent himself and dispose of his assets as he wished. Since the transfer of property to the donor of pensions was legally regarded as a gift, it could later be rescinded if the conditions of the agreement were not fulfilled. The farmer could then repossess his land and turn to another potential donor of pensions. This was clearly a guarantee against any serious breach of the agreement by the donor of pensions. The adoption of a written contract, which was recorded as a mortgage on the property, served as a guarantee for the holder of pensions in the event that the property was sold. The mortgage lowered the value of the property and informed the new owner that he was obliged to take over the commitment as donor of pensions.

Before the nineteenth century the right of the individual to the ownership of land was in many ways circumvented to favour the family and relatives. The rules were intended to protect the rights of relatives to the land and to limit an individual's possibility to divide the land through marriage, gifts or sale.<sup>24</sup> The system of retirement contracts was formulated to support the farmers' efforts to keep the family farms undivided within the family, but was based on the prerequisite that the market value



of the land was relatively low and that the members of the family were agreed on this point. This found expression in the fact that those children who did not get the opportunity to take over the farm were willing to accept a relatively low compensatory payment.<sup>25</sup>

The nineteenth century witnessed a gradual liberalization and individualization in the countryside, in line with the increasing importance of the market economy and commercialism. At the same time, a series of legal changes reinforced the individual's right to own land. By 1860 the claims on the land by the lineage and the prohibition regarding the giving and bequeathing of land had been done away with, and the inheritance and marriage rights had been abolished. The changes meant that the ability to divide plots and sell off land was much greater than before, and the egalitarian inheritance rules, combined with the rising value of property, led to siblings demanding higher compensation from the heir of the family farm. The result in many cases was that the property was divided or alternatively sold off in its entirety. The significance of the institution of retirement contracts decreased in the more commercialized areas, and the elderly chose to sell their properties and distribute the inheritance in advance, instead of entering into a retirement contract.<sup>26</sup>

In summary, for freeholders the system of retirement contracts fulfilled three functions: in the first place, it was a pension system that made it possible for landowner to retire from the heavy work in the autumn of his years. Secondly, the retirement contract enabled the children to take over earlier the responsibility for running the family farm. Compared to the alternative, which was to wait until both parents died, the retirement contract made it easier for at least one of the children to marry and raise a family. Thirdly, the institution of retirement contracts provided the means for transferring the property from parents to children. The parents had a hand both in choosing the child who was to be given the opportunity of taking over the family farm and in influencing the compensation to be offered to the other siblings.

## II. THE ESTATE, TENANT FARMERS AND RETIREMENT AGREEMENTS

As has been shown, the system of retirement agreements in the Middle Ages was largely based on farmers' rights of ownership of their land. In the case of freeholders it was a question of ownership of a farm, which gave them a very strong bargaining position when it came to future pension benefits. In spite of not formally owning the land, crown tenants enjoyed a lifetime right of occupation and the possibility to choose a successor. However, this cannot have been a realistic option for tenant farmers on the land of the nobility. In Scania, unlike in some other European estate

regions, it was unusual for tenant farmers on noble land to own their own dwelling houses and other farm buildings. The buildings belonged to the owner of the land and the farmers were, according to the contract and the regulations governing house inspection, obliged to maintain and repair them.

In particular, as the tenant farmer did not own any of the fixed property, the potential to negotiate arrangements for his old age were limited and, as a consequence, there were no real pension rights. Tenancy contracts in the first half of the nineteenth century were still regarded as being valid during the whole of the farmer's lifetime, but this was conditional in two respects, namely, that the labour duties, payments in kind or money and other commitments should be fulfilled and, secondly, that the estate owner enjoyed the right 'to make his estate as useful as possible', a right dating back to Danish times and one that allowed him to evict his tenants in order to maximise the estate's earnings.<sup>27</sup> During the latter half of the nineteenth century most contracts became time-specific, often limited to between one and ten years. The estate owner had no legal obligations to ensure that the ageing tenant or his widow received pensions from the homestead they had farmed. On the contrary, the contract often included a clause that gave the estate owner the right to evict the widow a year after the death of her husband.

Nonetheless, there were good reasons for an estate owner to maintain a functioning system of retirement contracts on the estate. First, during the eighteenth and nineteenth centuries, parishes were more or less obliged to take care of their poor, and in estate parishes it was necessary for the estate owner, as the largest landowner, to shoulder much of the responsibility. In some cases the estate was formally responsible for the provision of poor relief. A functioning system of retirement contracts, against this background, must then have been in the estate owner's interests. If the tenant farmers, in their old age, had been left to their fates, their maintenance would eventually have become the responsibility of the estate in any case.

Secondly, in regard to the efficient management of the land, it was important for the estate that whoever worked the farms had access to a functioning pension system. The system of retirement pensions contributed to this by making it easier for elderly and ill tenants to withdraw in time, and allow the care and production of the farm to be handed over to a younger and healthier person. The estate's main concern in regard to its tenants was that the latter should fulfil their commitments on time, and that they should keep their yards in good order. These objectives were more likely to be realized through the very existence of an effective pension/retirement system. Those who could look forward to the receipt of a pension were more inclined to retire from the farm, and perhaps even

initiate the transfer of the farm, than those who had no secure source of income after retiring. If such generational changes took place on time and were trouble-free, the farmers were in a better position to fulfil the labour duties and make payments in kind or money. The system of retirement contracts also contributed to the efficient running of the farm by facilitating the recruitment of good farmers. It would have been more difficult for an estate to recruit tenant farmers and, above all, to get them to stay in the absence of any assurance of support in their old age.

Therefore, the regulation of the terms of pension conditions on the estate was not primarily a matter between the retiring farmer and his successor, but was undertaken either by the estate owner himself or under his supervision. The retirement contracts that were drawn up were usually referred to the estate office for approval. On the Trolleholm estate, one of those included in this study, the contents of some retirement contracts were later altered by the estate owner. In these cases it was a matter of reducing the amount of corn, for example, from four to three barrels per pensioner. In other cases the estate owner, when it came to approving the retirement contract, wrote, 'I cannot approve the retirement contract without reserving my full right to make changes and determine in the future the pension accorded to the retiring tenant.'<sup>28</sup> Reports by inspector Christian Tullstedt to the owners of Bjersgård estate in northwestern Scania similarly show, on the one hand, that the institution of retirement contracts existed on the estates and, on the other, that it was not self-evident that pensions would be received. In addition, it was ultimately the estate owner who set the conditions. Tullstedt wrote on 23 April 1804 about a widow on one of the farmsteads (Gråmanstorp 8),<sup>29</sup> who had left her property to her brother: 'She was to have the usual pensions with arable land for 50–70 litres seed and some hay, a little cabbage patch and lodging for herself.' Even if the term 'usual' indicated that there was an expectation that pensions would be granted, the inspector's reports also show examples of the power and occasional arbitrariness of landlords to which older tenants could be subjected. In 1801 when Jöns Tufwasson at another farmstead (Ingebårarpsgården) was about to retire, the new tenant escaped the payment of pensions because his predecessor 'had only lived on the farm for eight years and had more ruined than improved the property and house in that time'.<sup>30</sup>

Estate owners' interest in a functioning pension system was shown in some individual cases in another way. A few Scanian estate owners had donated money to hospitals in the sixteenth and seventeenth centuries so that some of the elderly inhabitants on the estates could be given care and attention. However, such donations probably did more for the donor's peace of mind than for conditions for the elderly, especially since only a

limited number of the latter benefited.<sup>31</sup> An interesting and, for its time, very advanced pension system was introduced on the Örtofta estate in west Scania in 1829. A special pension association was started on the initiative of the estate owner under his chairmanship. It was decided that the retirement age for farmers would be 58. Grain rents from two of the estate's farmers formed the core of the granary while the other farmers contributed smaller quantities. From this granary annual pensions were paid according to the terms of the association's constitution.<sup>32</sup> But this system was peculiar to Örtofta estate and there were, as far as is known, no other instances of such pension associations.

Summarizing, we can say that the system of retirement contracts on the estates filled two of the three functions that were applicable to freeholders. Firstly, the system of retirement contracts made it possible for elderly farmers to retire and, secondly, the system made it easier for the younger generation to gain access to land and thereby start a family. The significant difference in the functioning of the system lay in the issue of ownership. For tenants on noble land it was not a question of whether to transfer property between generations by means of the retirement contract. The possibility of transferring the tenancy contract to a chosen child with the help of a retirement contract could have been a similar driving force for tenants on noble land. However, in view of the time restrictions on tenancy contracts and the fact that the estate owner reviewed the pension contract, this aspect was probably of lesser importance.

Although the custom of retirement contracts was the same for freeholder and tenant farmers, the requirements regarding the contract were different due to the ownership question. Ownership gave the estate owner a vested interest in influencing the timing of tenants' retirement, who the new tenants were to be and the level of pensions, since all these factors affected the ability of the farm to provide labour duties and make payment in kind or money. It could be expected, from the reasoning above, that tenant farmers generally had less favourable pensions than freeholders, and that they had less influence on the timing of their retirement and the identity of their successor.

For those with no or little land, such as cottagers and crofters, old age must have been very difficult in most cases. The plots of land they farmed during their active years could hardly have sufficed to support them and their families, and they were no doubt forced to work for wages for farmers or on an estate. On retirement, it must have been almost impossible to muster the means of subsistence from such a house or smaller crofter's holding. Several of them must have been forced to work somewhere as old farmhands or old maids as long as possible, before being reduced to begging or poor relief.

In this respect, there was probably no distinctive difference between the estate and freeholder parishes, since the conditions ought to have been similar. Indeed, the landowner, responsible for poor relief in the parishes where he held estates, must have been interested in a pension system that could be applied to the rural lower classes.<sup>33</sup>

### III. THE INVESTIGATION AREA AND SOURCE MATERIAL OF THIS STUDY

Ownership of land was highly concentrated in Scania prior to 1658, when it still belonged to Denmark. At the time of the transfer to Sweden about half of the land in Scania was owned by the nobility. This proportion did not diminish to any particular extent before the middle of the nineteenth century. The structure of estates, established in the sixteenth and seventeenth centuries, remained largely intact. Domain production – that is, the estate's own agricultural production – was exceedingly important for the estate, while money and payments in kind from tenant farmers constituted a modest share of an estate's income.<sup>34</sup>

The work on the estates was organized with the help of farmers who were obliged to provide labour services, so that the number of employees involved in agricultural production was minimal. The *corvée* labour of the peasants was by tradition not regulated, but during the nineteenth century it became specified and on most estates prior to the 1870s was determined by contract. During the second half of the century, the organization of work on the estates began to change in many ways. The number of wage labourers increased and among tenant farmers rents in money replaced *corvée* labour.

The proportion of freeholders during the Danish period was less than 10 per cent. In the eighteenth and nineteenth centuries, however, the large majority of crown tenant farmers in Scania were allowed to purchase their farms and the proportion of freeholders rose to about 30 per cent in the year 1800. This, in combination with the possibility, after 1789, of buying noble land, meant that freeholders were a majority at the start of the twentieth century.

The investigation is concentrated on four Scanian parishes dominated by large estates (see the map in Figure 1). Almost all the land was owned by estates, and the owners had presentational rights to the church and a dominating influence over, among other things, poor relief in the parish.

Three of the parishes are in western Scania. There are about 150 preserved retirement contracts from the period 1819 to 1890 for the estate of Trolleholm in the parish of Torrlösa. In addition, the estate bailiff compiled a register of the whole pension situation in 1840–1841. Of the 211

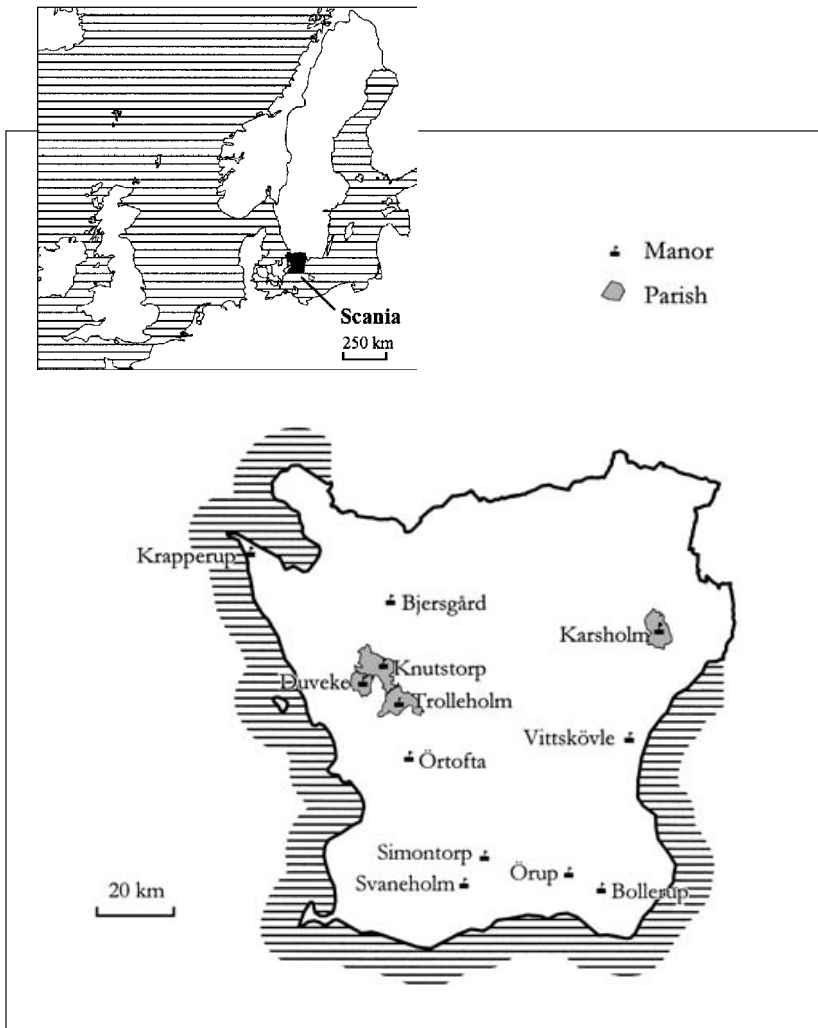


FIGURE 1. Map of Scania, Sweden, showing the estates included in this study. (Source: Henrik Svensson, Department of Social and Economic Geography, Lund University.)

tenancy contracts from Duveke estate in Halmstad that were examined, 66 stipulated some form of pension provision, at times referring to special retirement contracts, most of which have not been preserved. Occasionally, though, the tenancy contract also specified includes its own pension commitments. For the estate of Knutstorp in the parish of Kågeröd

pensions were stipulated in varying degrees of detail in 162 out of a total of the 537 tenancy contracts which have been analysed. The estate of Karsholm estate in the parish of Österlöv in northeastern Scania was included to widen the base of the investigation. An estate bailiff listed the 60 pensions in force on the estate for 1855; and this is used in our study (see Table 4, below). In order to compare the pension situation on the estates with that of the freeholders, the retirement contracts of 74 freeholders, the majority of which were registered at the Rönnerberg and Luggude district courts in western Scania between 1808 and 1879, have been studied. In addition, reference has been made to previous studies of retirement contracts in other parts of Sweden.

The analysis of pensions is based on agreements incorporated into retirement contracts or summaries of these agreements in the tenancy contracts. As far as we know no other Scanian estates have preserved retirement contracts. Nonetheless there may have been references to pension conditions in individual tenancy contracts on other estates as well, but such a mountain of material cannot be investigated here.

The information in the contracts differs between estates. All the estates contain information on pensions (see Table 5), but only the Trolleholm contracts contain information on the kinship ties between the donor and pensioner (see Table 3). Finally, the changes in pensions over time may be studied only for the estate of Trolleholm (see Table 6). The contracts on the other estates were too few to be divided into time periods, and studying the average change over time for all the estates is out of the question because the size of the pensions varied between estates.

Additional information on the individuals who entered into retirement contracts on the estate of Duveke, in respect of age, marital status and contacts with neighbours, have been derived from the Scanian Demographic Database.<sup>35</sup> The database consists of family-reconstructions that include information not only on marriages, births and deaths but also on migration and the economic and social characteristics of the inhabitants of nine parishes in western Scania, among them Halmstad where the estate of Duveke is located.

Linking the parties to the contracts to the reconstructed families in the database means that it is possible to study the demographic characteristics of both pension donors and pensioners on the estate of Duveke. This is not possible for the three other estates included in this study (see Tables 1–3). Information regarding age, marital status and kinship ties was not usually recorded in the pension contract. An exception, though, is the contracts at Trolleholm where kinship ties are specified in the contracts (see Table 3).

Additional source material from the Folk Life Archives in Lund, namely reports of interviews and notes that reflect conditions in the Scanian

TABLE 1  
*Mean age of the pensioners at their time of retirement*

		Men	Women	All	N
Tenant farmers					
Duveke, Scania	1834–1889	61	55	58	36
Freeholders					
Mönsterås parish, Småland	1860–1890			59	57
Kumla parish, Närke	1830–1879			56	21
Nederluleå & Råneå parishes, Norrbotten	1823–1825	59	57	58	53
	1855–1857	61	59	60	56
	1876–1878	62	60	61	66
Kubbe parish, Ångermanland	1751–1895			62	

Sources: Duveke Estate Archives, Axelvold Estate; Carl-Olof Cederlund 'Undantagsinstitutionen i Mönsterås Socken 1860–1960', in Åke Domeij ed., *Stranda 1962–64* (Mönsterås, 1965) (see n. 11), 45; Ulla Rosén, *Him la jord och handelsvara. Ågo by ten av egendom i Kumla Socken 1780–1880* (Lund, 1994 (see n. 11), 214; Olov Åberg and Johan Öster, *Efter avslutad färd, en anständig begravning. En karakteristik av undantagsinstitutionen i Nederluleå och Råneå Socken 1790–1895* (Uppsala, 1995) (see n. 11), 150; and Ewa Zernell-Durhån, *Arvet och hemmanet. Generationsstrategier i det norrländska bondesamhället 1750–1895* (Umeå Universitet, 1990), 24.

countryside in the latter half of the nineteenth century, has also been used in this study. From the 1920s, ethnologists have circulated questionnaires among rural populations elicited details on conditions during their childhood. Such retrospective reports provide a vivid account of daily life in the countryside in the nineteenth century.

#### IV. THE PENSIONERS

This section of the article assesses the characteristics of the pensioners. Table 1 shows that the average tenant farmer on the estate of Duveke was about 60 years old when he retired. The table also indicates that there were no great differences compared with investigations of freeholders resident in other parts of the country. It is easy to imagine circumstances, common to both freeholders and tenant farmers, that would have had an effect on the timing of retirement, for example, difficulties in managing the heavy work, the increasing infirmity of old age or the desire to make it easier for one of the children to get married.

A connection that is manifested in the material for Duveke is that the death of one of the spouses considerably hastened the surviving partner's



TABLE 2  
*The marital status of pensioners at their time of retirement*

		Married couple (%)	Widow/widower (%)	N
Tenant farmers				
Duveke, Skåne	1834–1889	55	45	36
Freeholders				
Mönsterås parish, Småland	1860–1960 <sup>a</sup>	68	32	112
Nederluleå & Råneå församlingar, Norrbotten	1823–1825	81	19 <sup>b</sup>	53
	1855–1857	74	26 <sup>b</sup>	56
	1876–1878	72	28 <sup>b</sup>	66

<sup>a</sup> 63 per cent of the contracts are from the nineteenth century.

<sup>b</sup> Including the never-married.

*Sources:* Duveke Estate Archives; Cederlund, 'Undantagsinstitutionen i Mönsterås', 35; and Åberg and Öster, *Efter avslutad färd*, 148. (See note to Table 1)

retirement. The median time between a spouse's death and the retirement of the surviving partner was three years on the estate of Duveke. In most cases the widow or widower took out her/his pension in the same year as the death of the spouse or in the following year.

Nevertheless, the death of a spouse was not the main reason for retirement. As shown in Table 2, the majority of the pensioners were married couples. This was quite clearly the case in the parishes of Mönsterås, Nederluleå and Råneå where the farmers were freeholders. This would seem to indicate that it was important for freeholders to decide, while they were still alive, which one of the children was to take over the farm. However, naturally there were other motives, such as wanting to make it easier for their children to marry and arranging the conditions for their own old age.

The average age for the receipt of a pension on the estate of Trolleholm in 1840–1841 was 63, and variations in the ages of men and women receiving pensions, as well as between farmers and crofters, were very small. In this cross-section of recipients the proportion of widows and widowers was as high as 59 per cent. On the estate of Karsholm the corresponding figure was even higher at 78 per cent. Since these figures do not shed any light conditions at the time of retirement, they are clearly not comparable with those presented above. On the other hand, they do not contradict the suggestions of an average pension age of about 60 and that among tenant

farmers there was a relatively large proportion of widowed people at the time of retirement.

The notion that the pension age was about 60 is supported by an investigation of land ownership in four parishes in Western Scania during the period 1766–1894. A total of 1,038 farmers who had their own or who leased land in any one of the parishes were tracked over time until they died, moved out of the parish or relinquished their farms but continued to live in the parish. The latter is taken to mean that they voluntarily left their land to someone else and can be seen as a proxy for retirement and the closing of a pension contract. In short, the study shows that the average pension age of farmers who owned their land was 61, while for tenancy farmers it was 59.<sup>36</sup>

The significantly lower proportion of married couples who took out pensions amongst the tenant farmers on the estate of Duveke can probably be explained by the fact that they had less interest in handing over their tenancy to the younger generation. A contributory factor could have been that the estate owner was opposed to what he considered were far too early retirements. The owner of the Trolleholm estate, Carl Trolle-Bonde, wrote in 1906 about retirement on the estate in the nineteenth century and mentioned that, ‘The old, tired of work and its cares and responsibilities ... often longed much too early for the comfort of the quiet pension croft.’<sup>37</sup> It was probably easier to convince the estate owner that it was time to receive a pension when one of the spouses had died, provided, of course, that the surviving spouse was not too young. For those who were still young when their spouse died, there was the alternative of remarrying.

Even though there are only a few cases for the Duveke estate, it is interesting, that widows were considerably younger than widowers at the time of retirement. Most of the widows retired before they were 50, while all the widowers were over 60 at the time of retirement. This might be due to the fact that widowers were more inclined to remarry than widows.<sup>38</sup> The probability of remarriage within two years of the death of a spouse was about 13 per cent for a tenant farmer widower over 40 with minor children in the household living in Halmstad or Sireköpinge parishes in 1800–1859. The corresponding probability for a widow was considerably less, at about 8 per cent.<sup>39</sup>

For both freeholders and tenant farmers the validity of the retirement contract was not time-limited, but was valid for the lifetime of the pensioner. In some cases, though, the duration could be restricted to the length of the tenancy contract. For example, when in 1879 the tenant of one of the farms at Halmstad 3, on the estate of Duveke, transferred the tenancy to his son, the retirement contract was to last for the remaining eight years of the tenancy contract.

TABLE 3  
*Relationships between the donors and the pensioners*

		Son/son in law (%)	Not related incl. distant relatives (%)	N
Tenant farmers				
Duveke, Skåne	1834-1889	31	69	36
Trolleholm, Skåne	1823-1886	71	29	69
Freeholders				
Mönsterås parish, Småland	1860-1960 <sup>a</sup>	84	16	112
Nederluleå & Råneå parishes, Norrbotten	1823-1825	90	10	53
	1855-1857	96	4	56
	1876-1878	91	9	66

<sup>a</sup> 63 per cent of the contracts are from the nineteenth century.

Sources: Trolleholm Estate Archives, the Regional Archives, Lund; Duveke Estate Archives; Cederlund, 'Undantagsinstitutionen i Mönsterås', 35; Åberg & Öster, *Efter avslutad färd*, 156. (See note to Table 1)

#### V. THE DONORS OF PENSIONS

Who then took on the burden of providing pensions? The conventional picture of the way the system functioned is that the old farmer withdrew and the eldest son took over the farm, and thereby the onus of providing the pensions.

Table 3 clearly shows the different arrangements made by tenant farmers and freeholders. Between 84 and 96 per cent of the retirement contracts among freeholders involved parents and children (including sons-in-law), while the corresponding proportion was much lower among tenant farmers. The proportion on the estate of Trolleholm was only about 70 per cent and on the estate of Duveke as low as 30 per cent. The difference between the two estates could have been due to different policies towards the question of pension rights on the part of the estate owners. Differences between the various estates in Scania were considerable even when it came to estate management and tenancy contracts.

That more tenant farmers made retirement contracts with non-relatives than did freeholders is probably due to the fact that no transfer of property arose in these cases. If the only objective of signing a retirement contract was to guarantee the elderly a secure retirement, it would make little difference if it was entered into with a non-relative. It is quite likely that, for emotional reasons, parents preferred their children to live with and take care of them in their old age. But the estate manager probably had other

considerations in mind when distributing the dwelling and land to new tenants than their relationship with the former tenant. Another factor might also have been that the tenant farmers wished, by means of the retirement contracts, to make it easier for their children to marry, which would help explain why so many entered into contracts with their sons and sons-in-law. On the other hand, the net gain from postponing marriage in order to be able to take over the parental farm must have been less for children of tenant farmers than for children of freeholders. Furthermore, if a child of a tenant farmer was already married and settled with a tenancy contract of their own, there was little incentive for them to give it up in order to replace their parents on their tenanted holding when the latter decided to retire and take a pension.

The tenant farmer could well be saddled with having to support several unrelated pensioners. Such a situation could arise when, for example, a pensioner outlived his successor, and the latter's widow also became entitled to a pension. Another possibility was that the estate manager decided to evict tenant farmers in order to amalgamate their plots into major farms (*plattgårdar*), a policy that was often adopted in nineteenth-century Scania. If there were pensioners on the evicted farms, the farmer of the new *plattgård*, who was often a person of high status, could take over the support and housing of these pensioners as part of the contract with the estate owner. In 1854, when farm owner Per Olsson from Röstånga first leased Bensinge on the estate of Knutstorp, a farm of 450–500 acres (just over three *mantal*<sup>40</sup>), the contract included, among others, the following conditions: the annual rent was to be 4,000 *riksdaler*; the cottagers' and miller's contracts, for which the tenant farmer shared responsibility, was not to be changed, and new cottagers were to be approved by the estate owner; a pension of a barrel of corn, hay and grazing for one cow were to be given to Jöns Larsson in Benarp; the occupants Ola Hansson, Lars Zackrisson, Nils Nilsson and Per Jönsson were to retain their dwelling houses with attached areas of pasture and garden plots and this was also to apply to the farmhand John Jönsson in Knutstorp, if he were to stop working there at some time in the future; the tenant farmer was obliged to keep the mentioned buildings in good repair and treat all the cottagers, lodgers and retired peasants who belonged to the leased plot with fairness and cordiality.

In order to determine the proportion of tenant farmers who had to provide pensions, it is necessary to rely on a simple cross-section analysis of the situation on the estate of Karsholm in 1855. At the time there were 60 retirement contracts covering 74 persons. There were in all 182 farmers and crofters on the estate. This implies that roughly every third tenant in 1855 had to provide pensions. Table 4 makes clear that this proportion could be much larger for the farmers and crofters in villages most closely

TABLE 4  
*Numbers of retirement contracts and farmers/crofters on the Karsholm estate in 1855*

	<i>Total no. of tenancy agreements</i>	<i>No. of retirement contracts</i>	<i>Thereof lodging on same farm/croft</i>	<i>Proportion of retirement contracts of all tenancy agreements (%)</i>
The entire estate				
Farmers	99	26	24	26
Crofters	83	34	26	41
Österlöv				
Farmers	19	11	10	58
Crofters	23	12	6	52
Karstad				
Farmers	16	6	6	38
Crofters	7	10	10	100

*Source:* Karsholm Estate Archives, the Regional Archives, Lund.

connected to the estate. For instance, in the village of Karstad all crofters had to provide for the elderly. The table also shows that the number of farmers and crofters who had to provide pensions does not correspond to the number who had pensioners living with them. This could have been for one of two reasons. The first was that the custom, especially common among crofters on the estate of Karsholm, was for several tenants to provide for the same pensioner. The other is that several unmarried pensioners could live with the same farmer.

In the nineteenth century, and most often during its latter half, the farmers' commitments to the estates were changed from weekly and sometimes daily labour services to payment in grain or money. This raises the issue of how the level of this payment, apart from the amount of rent, was affected by the fact that the tenant farmer was obliged by the estate owner to provide pensions.

Since the size of pensions was either determined or approved by the estate, and was to a large extent a matter between the estate owner and the previous tenant, one could expect a general deduction from the new tenant farmer's commitment to the estate – roughly equal to the value of the pensions. This certainly occurred in some cases. Some tenant farmers received a reduction in their daily labour commitment, for example, from 156 to 104 days a year for as long as the pensions were in force. Later in the nineteenth century the farmer could have his rent reduced, for example,

from 700 to 650 Swedish crowns a year for a retired widow on a larger farm, or from 150 to 125 crowns for a smaller plot. In a few cases the estate even made a contribution in the form of a barrel of grain or some cereals or hay for the cow.

On the estate of Duveke such a deduction from the labour commitment was made in just about a third of the contracts that included pensions. For Karsholm the corresponding figure was 13 per cent, for Knutstorp 10 per cent and for Trolleholm an even smaller share. Thus, the estate owner took financial responsibility for just a small proportion of retiring tenants. This was also mentioned by Carl Trolle-Bonde as an unsatisfactory state of affairs on the estate of Trolleholm when he took over in the 1870s. He insisted that the burden was unfairly distributed, even among the farmers. According to the estate owner's own statement, these conditions were changed at Trolleholm by the beginning of the twentieth century.<sup>41</sup> There is, as yet, no evidence of this in the contracts we have studied. However, after 1870 it became more common for the pensions to be deducted from the leases granted on the estate of Duveke.

However, two of the retrospective reports at the Folk Life Archives mention that the appearance of pension contracts produced improvements in tenancy contracts on Scanian estates towards the end of the nineteenth century. For the estate of Svaneholm in southern Scania, it was reported that when Helge Nilsson retired and relinquished his crofter's holding to a new crofter, since Helge and his wife did not have a son, the holding went to a non-relative. Nevertheless, they still had the right to the customary pensions although the form in which they were provided might change. In some cases a cash payment might replace the lodging that was no longer required. Thus, when Helge Nilsson's wife died in 1893 and Helge moved to his daughter's in Svenstorp, it was agreed that, instead of a pension in kind, lodging and the like, the tenant would pay 40 crowns a year for the rest of Helge's life.<sup>42</sup>

There are also accounts from western Scania from a farmer's wife at the turn of the nineteenth century, on how she and her husband took over the latter's parents' tenant farm that was part of the Krapperup estate. The couple built a retirement cottage for the elderly parents because the main house was too small to contain two households. According to the woman, 'For the whole period covered by the pension we received a hundred crowns less in annual rent.'<sup>43</sup>

#### VI. MAINTENANCE

Maintenance could be provided in many forms: the yield from some of the fields and meadows farmed by the new farmer; the produce of some fields

and meadows but using the labour of the pensioner's own family; meals at the farm; a specified amount of corn a specified amount of meat and milk; feed and grazing for a certain number of cows or sheep; a potato-plot, garden plot, the yield of fruit trees, wood or peat for heating and so on.

The many different types of maintenance makes it difficult to make a precise comparison of the level of different forms. How are we to compare the value of the right to sow a certain amount of flax with that of keeping a sheep? Is a pig worth more than a garden plot and four fruit trees?

Notwithstanding, the new farmer was required, in most stipulations governing pensions, to provide a certain amount of unmilled corn to the old farmer or his widow. This pension grain was sometimes the only or main support given to the former farmer. In such cases one can assume that some of the grain was used in exchange for livestock products, either on the farm or by external buying and selling.

In several cases it is possible, in this way, to satisfactorily quantify the value of the pension, and thereby compare conditions for different groups. A prerequisite is that the pension level was specified in corn, that this was the main or only privilege and that the number of persons sharing this privilege is known.

In Table 5, the size of the pensions as stipulated in the retirement contracts are reported for four estates and among freeholders in Scania in the nineteenth century. For three of the estates there was a considerable difference between farmers, on the one hand, and crofters, cottagers and smaller farmers on the other. The latter's pensions were often not more than half as large per person. However, at Knutstorp the pension levels of farmers and crofters valued in terms of corn were rather similar, which could be due to coincidence and the small sample. The reading of retirement contracts has also revealed that it was more usual for farmers on Knutstorp to be guaranteed a cow as a pension.

Most noticeable is the marked difference between tenant farmers and freeholders. The pensions of freeholders were in most cases two to three times larger, measured in amounts of corn per pensioner. Even smallholders, crofters and cottagers in freehold parishes were better off in old age than former tenant farmers on the estates.

Another difference between tenant farmers and freeholders, observed in this material, is the connection between the number of pensioners per retirement contract and the size of the pensions. In tenant farmers' contracts the amount of corn was almost always halved on the death of one of the spouses. Freeholders' pensions were reduced by considerably less, for example, by one or two barrels out of perhaps ten, and in certain cases the pension could continue without change if one of the old couple died.

TABLE 5  
*The value of pensions, in barrels of grain per pensioner*

	<i>No. of retirement contracts</i>	<i>Barrels<sup>a</sup> of grain stipulated</i>
Tenant farmers		
Trolleholm 1840–1841		
Farmers	73	3.1
Crofters	21	1.8
Duveke 1815–1889		
Farmers	11	2.5
Smallholders <sup>b</sup>		
Crofters, cottagers	8	1.2
Karsholm 1855		
Farmers	24	1.9
Crofters	24	0.8
Knutstorp 1854–1891		
Farmers	18	1.9
Crofters, cottagers	6	1.9
Other Scanian estates 1808–1879		
Farmers	8	1.6
Freeholders		
Scania 1808–1879		
Farmers	54	5.6
Smallholders <sup>b</sup>		
Crofters, cottagers	20	3.4

<sup>a</sup>One barrel was about 165 litres of unmilled grain.

<sup>b</sup>Those holding 1/16 *mantal* of land or less.

*Sources:* Trolleholm Estate Archives; Duveke Estate Archives; Karsholm Estate Archives; Knutstorp Estate Archives, Knutstorp Estate; Bollerup Estate Archives, the Regional Archives, Lund; Simontorp Estate Archives, the Regional Archives, Lund; Vittskövle Estate Archives, the Regional Archives, Lund; Mortgage records, Rönnerberga District Court Archives and Luggude District Court Archives, the Regional Archives, Lund; Scanian Mortgage Bank Archives, the Regional Archives, Lund.

In conclusion it should be pointed out that the investigation supports the argument that the receipt of pensions in pre-industrial times did not constitute a definite pension in the modern sense of the word, that is, the abrupt cessation of an individual's work activity and its replacement by a passive receipt of support. In those cases where pensions consisted of a smaller piece of land that the pensioner was expected to farm himself, we know that this did not apply. Most pension contracts presupposed two phases. The first phase was when the pensioner, by cultivating a bit of the land, was able to earn or contribute to his own subsistence. The other



commenced when the pensioner was no longer able to do this, and thus became totally dependent on the new tenant's solicitude.

The majority of contracts did not specify service in return for subsistence, that is, over and above the handing over of the farm itself, and we can only speculate on the extent to which the pensioner worked in order to secure continued support. Regarding small farmers, crofters and cotters it is reasonable to assume that pensions were so negligible that they were forced to offer their services to a farmer or estate bailiff. In the case of transfer within the family, we may also assume with some confidence that, for the more wealthy farmers, there was a continued interest in the running of the estate that they had probably farmed throughout their whole working lives.

In at least one instance, there is evidence that the donor of the pension explicitly demanded the pensioner's service in return. On the estate of Örup, in southeastern Scania, the estate land register for 1802 records that there were eleven pensioners, all of whom were duty bound to spin 0.85 kilos of linen yarn per year for the estate owner.<sup>44</sup>

#### VII. DWELLINGS

The guarantee of a dwelling for the retiring farmer or his widow was included in the pension. Since the owner of the land almost always owned all buildings erected on it, tenant farmers, cottagers and crofters did not have any formal rights to dwellings when they retired. But there are some examples of new farmers who already had a clause in the tenancy agreement giving them permission to construct a cottage for the pensioner(s) on the land they farmed.

Estate owners were clearly very interested in finding a practical solution. As a rule existing retirement apartments and buildings were left out of the tenancy contract. On the Knutstorp estate the pre-printed contract contained a clause, common after 1870, stipulating that "the owner had disposal of the pension dwelling", but similar regulations had already existed earlier in the century. Such dwellings sometimes passed to the tenant farmer after the death of the pensioners, but on other occasions they continued to be at the disposal of the estate owner, giving him the opportunity to house new pensioners or the poor, perhaps from other farms or crofter's holdings.

In principle, the housing problem of the pensioner on the estate could be solved in one of three ways. The first solution was when the dwelling of the pensioner could be in one of the rows of buildings on the farm. House inspections protocols on estates often described such dwellings for pensioners. They were often located in the gable of the main building and

consisted of two rooms; a living room with or without kitchen, and a bedchamber. In cases where there was no kitchen, it must be assumed that the pensioners had access to the farmhouse kitchen, and this reinforces the notion that households in these cases were joined together. Occasionally, it is evident that the pension dwelling had its own entrance, separate from that of the farmer's household.

One of the retrospective accounts in the Folk Life Archives contains a description of the housing that Per Truls and his wife received when they signed a retirement contract with their daughter (or probably their son-in-law) at the end of the nineteenth century. The farm was in southern Scania on the Svaneholm estate. To prepare the house for the parents, the new owners extended the east gable by 5–6 metres, and since the width of the house was usually about the same, the total extended area must have been about 30 sq. metres. The living area consisted of an entrance hall with an outer door, a larger room in which to live and sleep, and a small larder. It also had its own brick chimney between this room and the entrance hall. The living and sleeping room contained a small, rectangular, iron stove and a cast-iron oven with a relief of Sweden's King Oskar I built into the chimney, as a flue and heating. There was also a bed, a clothes-chest, a chest of drawers, an armchair, a folding table with chairs and a spinning wheel. The quilt was from Per Trul's parents' home and on Sundays a knitted quilt with a star pattern was used, one that his wife received on her wedding day and that was older than she was. The tablecloth used at Christmas and other festive occasions was also from Per Trul's parental home. On the table's inner corner there was a bible, a book of psalms and a prayer book. The large book of sermons was kept in the cupboard.<sup>45</sup>

Alternatively, the pensioners' dwelling could be located in a separate building on the farm. This might have been erected by the previous farmer with thoughts of approaching retirement, and might then belong to the farmer after retirement. In at least one case on the Duveke estate the heirs were obliged to remove the dwelling after the death of the pensioners. In other cases a traditional croft or cottage became a dwelling for pensioners. There are also examples of villages containing retirement houses that did not belong to any particular farm, but were owned and managed by the village community or the estate. Figure 2 shows examples of these different types of separate houses in the village of Halmstad in 1799.

A final possibility was that a pension dwelling could be provided on another farm or with maintenance from another farm. This was particularly common among cottagers and crofters or their widows, and there might be no formal contract. The estate owner simply saw to it that the old and poor on the estate were housed in some croft or cottage on his property where partial maintenance could be arranged. In 1855 on the estate of



FIGURE 2. Map of Halmstad village in 1799. Note that A, B and C were all retirement dwellings on Halmstad 4 (marked '4'), and D was a retirement dwelling, owned directly by the Duveke estate. (Source: Halmstad parish, act. no. 13, in the central office of the Swedish National Land Survey, Malmö.)

Karsholm it was common for estate owners to divide several crofters' holdings, which then together provided pensions in corn to such pensioners. For example, crofter Anders Trulsson in Österlöf 22 and crofter Per Svensson in Österlöf 36 paid a half-barrel of corn each per year to two pensioners, Ola Nilsson and his wife, in Österlöf 31.

## VIII. CHANGES OVER TIME

The nineteenth century witnessed an agrarian transformation in Scania. These changes can be divided schematically into two stages: the enclosure movement of the first half of the century, and crop rotation, drainage and the beginnings of mechanization during the second. Agriculture was commercialized, especially during and after the strong export boom in the middle of the century, and tenant farmers' obligations were transformed, as we have already seen, from *corvée* labour to payments in money and kind. Population growth was intense throughout the century. Despite the reclamation of some new land and the partitioning of farms, it was mainly the agricultural sector's landless lower classes which grew in numbers, as the number of vacant homes did not match the number of couples who wanted to take over farms.

A contemporary writer complained, at the start of the twentieth century, that liberalism and individualism had eroded the solidarity of rural families, and that moral disintegration had led to the division of family farms. In the past, tax assessments were low, parents limited their expectations of maintenance and siblings did not demand excessive compensation from the principal heir. The new situation involved high tax assessments, which in combination with parents' and children's egoism forced the heir into debt.<sup>46</sup>

One narrator reported the difficulties encountered by pension donors when it came to providing pensions on the estate of Eskilstorp in the parish of Glimåkra in northeastern Scania. The estate was occupied by its proprietor in the late nineteenth century. Problems arose because the pensions were abundant and the pensioners lived to a ripe old age:

They lived so long and received so many pensions that they ate up the whole homestead and impoverished several owners in the process. It was pure misery. They were to be given grazing for two cows on the homestead's best pasture, 12,000 litres of rye per year, the best fields between the lake and homestead for harvesting hay, meat, pork, malt, nuts, rides to church and a host of other pension rights. The eldest son tried to bear the brunt of these burdens, but it was not long before he had to leave. Thus the farm fell into the ownership of non-relatives, but things did not improve for the successors either. The one took over where the other had failed.<sup>47</sup>

In such a context, it could be expected that there was a possibility that the outgoing farmer would demand a better pension from his successor. The options for tenant farmers were more limited because of the opposing interests of the estate owner; a retirement contract which was too extensive would run the risk of jeopardizing the new tenant farmer's ability to fulfil his obligations to the estate. Moreover, there were even complaints from estate owners that farmers had exploited the pension system to retire early, thereby burdening the younger generation.<sup>48</sup>

TABLE 6  
*The value of the pensions per person on the Trolleholm estate, in barrels of grain per pensioner*

	<i>No. of retirement contracts</i>	<i>Barrels<sup>a</sup> of grain stipulated</i>
Farmers		
1819–1829	17	3.13
1830–1839	25	3.28
1840–1849	18	3.42
1850–1859	14	3.73
1860–1869	14	3.79
1870–1890	15	3.72
Crofters		
1821–1841	16	1.87
1842–1871	17	2.62

<sup>a</sup>One barrel was about 165 litres of unmilled grain.  
*Source:* Trolleholm Estate Archives.

So far, we have not considered changes in the value of pensions during the nineteenth century. For most of the Scanian estates our sample, in the form of the number of quantifiable pension contracts, was too small to permit any meaningful comparisons. However, for one of the estates, Trolleholm, the number of contracts is larger and reasonably distributed over the century.

For farmers the result shows a weak but clear increase in the size of pensions up to the 1860s (see Table 6). The levelling off or decrease thereafter can presumably be attributed to the new estate owner's opinions of the legitimacy of the retirement contract. In his account of the Trolleholm estate, written in 1906, Carl Trolle-Bonde wrote that, in the 1870s, he actively worked to suppress the agreements governing pensions which farmers made among themselves, and gradually replaced them with a pension system that the landowner could finance by deductions from the rent specified in the tenancy contract, and which was also controlled entirely by him.<sup>49</sup> The number of retirement contracts for crofters are fewer in number, and it has only been possible to divide them into two periods (see Table 6). The analysis indicates a relatively strong increase in their value, measured in terms of corn, for the latter half of the nineteenth century.

The conclusion that can be drawn from the material regarding the Trolleholm estate could well be that population growth, commercialization and a hunger for land did lead to an increase in the value of pensions.

But this development was opposed by the estate owners, which meant that the increase in levels, at least for farmers, was relatively modest, and stagnated after 1870.

#### IX. SOME CONCLUDING REMARKS

As mentioned in the introduction, this study must be seen as an attempt to approach what, for Sweden, is a new research topic. The provision and management of pensions on the estates amongst tenant farmers in comparison with the situation among freeholders has so far not been given much attention by historians. Therefore, this investigation offers the first qualitative survey and description of how the pension system functioned on the estates.

Due mainly to differences in tenure, we expected the system of retirement contracts on estates to function differently in several respects from that on freehold property. The estate owners' interests should, for instance, have affected the timing of the retirement of the tenants, the selection of new tenant farmers as well as the value of the pensions.

The results of our investigation show that some differences did exist between estates and freehold land, but also that there were considerable similarities between the retirement contract systems of freeholders and tenants. There were no significant differences in the ages of pensioners in the material studied. On the other hand, it would appear that it was more common on estates that the transfer of the farm occurred shortly after the death of either one of the couple who had run it. It was also more common on estates that someone other than a son or son-in-law took over the farm, and thereby became the donor of pensions. This can be interpreted as indicating that the estate owner, in certain cases, opposed what he considered to be early retirement, or preferred to have a non-relative take over the tenancy at the same time as a pension for the elderly tenant was being arranged. It could also mean that the net gain of taking over the family farm was less for children of tenant farmers than for the children of freeholders, since these thereby became owners of the property. In so far as the value of the pension is concerned, this study has shown that freeholders could ensure for themselves considerably better pension rights than could the tenants on an estate.

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## ENDNOTES

- 1 For an overview of the changing conditions of ageing in Sweden, see Birgitta Odén, *De äldre i samhället – förr. Fem föreläsningar* (Lund, 1985); Birgitta Odén, 'Åldrandets förändringar. De gamlas villkor från senmedeltid till välfärdsstat', in Gunnar Broberg, Ulla Wikander and Klas Åmark eds., *Svensk historia underifrån. Del 2. Bryta, bygga, bo* (Stockholm, 1994); Birgitta Odén, Alvar Svanborg and Lars Tornstam, *Att åldras i Sverige* (Stockholm, 1993).
- 2 Solveig Widén, *Änkekassa och samhällsklass. Sociala strukturomvändningar inom tre änke – och pupillkassors delägarkårer i det svenska riket 1741–1783* (Åbo, 1990); Ragnar Norrman, *Konserverade änkor och kvinnor på undantag. Prästänkornas villkor i Uppsala Stift 1720–1920 – från änkehjälp till familjepension* (Stockholm, 1993); Uno Hernroth, *Den konserverade änkan* (Göteborg, 1985).
- 3 See David Gaunt, 'The property and kin relationships of retired farmers in northern and central Europe', in Richard Wall, Jean Robin and Peter Laslett eds. (Cambridge, 1983).
- 4 Karl Schmidt, *Gutsübergabe und Ausgedinge. Eine agrarpolitische Untersuchung mit besonderes Berücksichtigung der Alpen- und Sudetenländer* (Vienna/Leipzig, 1930), 12–18; and Michael Mitterauer and Reinardt. Siedler, *The European family* (Chicago, 1988), 164.
- 5 Axel Charpentier, *Om sytning* (Helsinki, 1896), 69.
- 6 Carl Trolle-Bonde, *Trolleholm förr och nu. Del 3. Hufvudgården och skogarna samt godsförvaltningen* (Lund, 1906), 411–16; David Gaunt, 'I slottets skugga. Om frälsebönders sociala problem i Borgeby och Löddeköpinge under 1700-talet', *Ale*, 2 (1977).
- 7 Fridlev Skrubbeltrang, *Husmand og inderste. Studier over sjællandske landboforhold i perioden 1660–1800* (Copenhagen, 1940), 179–81.
- 8 Peter Laslett, 'Family, kinship and collectivity as systems of support in pre-industrial Europe: a consideration of the 'nuclear-hardship' hypothesis', *Continuity and Change* 3 (1988), part 2, 153–76.
- 9 Lutz K. Berkner, 'The stem family and the developmental cycle of the peasant Household: an eighteenth-century Austrian example', *American Historical Review* 77 (1927), 398–418.
- 10 For an overview of the organization and development of the Swedish poor-relief system in the nineteenth century, see Artur Montgomery, *Svensk socialpolitik under 1800-talet* (Stockholm, 1934); Ann-Marie Skoglund, *Fattigvården på den svenska landsbygden år 1829* (Stockholm, 1992); Jonas Olofsson, *Arbetslöshetsfrågan i historisk belysning. En diskussion om arbetslöshet och social politik i Sverige 1830–1920* (Lund, 1996).
- 11 Only in a few studies is the focus on the retirement contract system itself. Conflict between generations caused by the retirement arrangements is studied by David Gaunt in 'I slottets skugga' and 'The property and kin relationships' and by Johan Söderberg, *Civilisering, marknad och våld i Sverige 1750–1870. En regional analys* (Stockholm, 1993), while Carl-Olof Cederlund, 'Undantagsinstitutionen i Mönsterås socken 1860–1960', in Åke Domeij ed., *Stranda 1962–64* (Mönsterås, 1965), and Olov Åberg and Johan Öster in *Efter avslutad färd, en anständig begravning. En karakteristik av undantagsinstitutionen i Nederluleå och Råneå socken 1790–1895* (Uppsala, 1995) give a more general description of the institution of retirement contracts at the local level.

- Studies on the transmission of property between generations sometimes deal with the retirement system. See for instance Christer Winberg, 'Familj och jord i tre västgöta-socknar. Generationsskiften bland självägande bönder ca 1810–1870', *Historisk tidskrift* 3 (1981); Christer Persson, *Jorden, bonden och hans familj. En studie av bondejordbruket i en socken i norra Småland under 1800-talet, med särskild hänsyn till jordägande, sysselsättning och familje- och hushållsbildning* (Stockholm, 1992); Ulla Rosén, *Himlajord och handelsvara. Ägobyten av egendom i Kumla socken 1780–1880* (Lund, 1994), and Magnus Perlestam, *Den rotfaste bonden – myt eller verklighet? Bruksansvar i Ramkvilla socken 1620–1820* (Lund, 1998); Martin Dribe and Christer Lundh, 'Gender aspects of inheritance strategies and land transmission in rural Scania, Sweden, in 1720–1840', forthcoming in Emiko Ochiai (ed.), *The logic of female succession: proceedings of the 19th International Symposium of the IRCJS in Kyoto, January 10–13 2002*.
- 12 Hugo Högnäs, *Sytning och arvslösen i den folkliga sedvänjan uti Pedersöre- och Nykarlebygdén 1810–1914* (Åbo, 1938), 1. See also Hugo Wikander, *Om rätt till undantag* (Uppsala, 1909).
- 13 In the north of Sweden the terms 'sytning' and 'födöråd' were used as synonyms of 'undantag'. One even older synonym was 'flatföring'.
- 14 In Scandinavia, 1050 AD marks the start of the Middle Ages.
- 15 Charpentier, *Om sytning*, 5–35. See also Wikander, *Om rätt till undantag*, and Ebbe Kock, *Om hemföljd (förtida arv) i svensk rätt t.o.m. 1734 års lag* (Lund, 1926).
- 16 'Skånelagen', Åke Holmbäck and Elias Wessén, *Svenska Landskapslagar, tolkade och förklarade för nutidens svenskar. Fjärde serien: Skånelagen och Gutalagen* (Stockholm, 1943), clusters 41–4.
- 17 Scania was part of Denmark until 1658.
- 18 Charpentier, *Om sytning*, 35–42.
- 19 A change that, for example, Gaunt ('The property and kin relationships', 251–2) notes is the transition from the medieval custom of pensioners rotating between their children's households to their choosing to live with one of them. From medieval source material it would be difficult to draw any safe conclusions about the frequency of the rotation or to what extent it was a practice that changed over time. From the evidence of, for example, Scanian law, the parents could choose to live with one of their children even in the Middle Ages.
- 20 Högnäs, *Sytning och arvslösen*, 2.
- 21 Charpentier, *Om sytning*, 61–2.
- 22 Högnäs, *Sytning och arvslösen*, 2; Charpentier, *Om sytning*, 65.
- 23 Charpentier, *Om sytning*, 65–7; Gaunt, 'The property and kin relationships', 256–7.
- 24 For an overview of property rights and inheritance legislation, see Christer Winberg, *Grenverket. Studier rörande jord, släktskapsystem och ståndsprivilegier* (Stockholm, 1985).
- 25 Nils Wohlin, *Faran af bondeklassens undergrävande i sammanhang med de gamla arfvejordåskådningarnas upplösning, emigrationen och bondejordens mobilisering Emigrationsutredningen, Bilaga 10* (Stockholm, 1910), 31–55.
- 26 *Ibid.*
- 27 Compare Skrubbeltrang, *Husmand og inderste*, 74–4, 103. Despite the 'lifetime' connotation, only about a third of the tenant farmers in Denmark in the eighteenth century actually retained their tenancies until they died.
- 28 Trolleholm Estate Archives C5:1, retirement contract for Hans Pålsson Hjelmäröd 1835, now in the Provincial Archives, Lund.



- 29 Here we use the official names of the farmsteads. In the land registers and poll tax registers, the properties were named after the hamlet and given a unique number. The name 'Gråmanstorp 8' tells us that in the hamlet of Gråmanstorp there were at least seven other farms. Sometimes there could be two or more farms on one and the same property.
- 30 Bjersgård Estate Archives G:4, Krapperup Estate.
- 31 Gert Jeppsson, 'Hospital och huvudgård. En studie i privata adelsdonationer i Skåne under 1500- och 1600-talen', in *Skånes hembygdsförbunds årsbok* (Lund, 2001), 81–104.
- 32 Per-Erik Back, 'Enskifte och socialvård', in *Från Fugger till Kreuger* (Lund, 1957), 42–57.
- 33 See for instance Gunilla Kjellman, *De gamlas bostad. Fattig- och åldringskulturen. Rapport från projektet De äldre i samhället: För – nu – i framtiden* (Stockholm, 1981).
- 34 Mats Olsson, 'Vittskövle – ekonomi och arbete under 300 år', *Godset, makten, räntan och byn* (Department of Economic History, Lund University 2001), 63–7.
- 35 The Scanian Demographic Database is a collaborative project between the Provincial Archives in Lund and the Research Group in Population Economics at the Department of Economic History, Lund University.
- 36 Mats Olsson, 'Att förlora jord i Skåne 1766–1895', unpublished paper (Department of Economic History, Lund University, 2001), 3.
- 37 Trolle-Bonde, *Trolleholm förr och nu*, 414.
- 38 Christer Lundh, 'Remarriages in Sweden in the eighteenth and nineteenth centuries', paper given to the Nordic Historic Seminar at the Danish Center for Demographic Research in Odense, 30 September–3 October 1999.
- 39 This calculation of the probability of remarriage is made from the same sample and in the same way as is reported in Lundh, 'Remarriages in Sweden'.
- 40 The *mantal* was not a direct square measure but a measure for taxation reasons of the yield of a typical farm. Since the fertility of the soil varied between different parts of Scania, the area that corresponded to one *mantal* also varied. In the part of Scania where Knutstorp was situated, farms of one *mantal* were of about 150 acres. See Emil Sommarin, *Det skånska jordbrukets ekonomiska utveckling 1801–1914*, Parts 2–3 (Lund, 1939), 25.
- 41 Trolle-Bonde, *Trolleholm förr och nu*, p. 411.
- 42 Report M9360, The Folk Life Archives, Lund.
- 43 Report M11580, The Folk Life Archives, Lund.
- 44 'Rosencrantzka samlingen', Örup Estate Archives AI:1, the Provincial Archives, Lund.
- 45 Report M8533, The Folk Life Archives, Lund.
- 46 Wohlin, *Faran af bondeklassens undergräfvande*, 31–5, 105–9.
- 47 Report M467, The Folk Life Archives, Lund.
- 48 Trolle-Bonde, *Trolleholm förr och nu*, 415–16.
- 49 *Ibid.*, 415–16.