

THE LANDED PROPERTY OF THE INQUISITION IN MALTA IN THE LATE XVIII CENTURY

by

Francis Ciappara

The economic well-being of the Holy Office in Malta depended to a large extent on its landed property. On 31 July, 1760, the *Congregazione del Sant' Officio* diminished the number of the gabelotti from twenty-eight to only seven (1). Their holdings, with the exception of two, consisted of a number of non-contiguous, generally poor plots, especially in southern and eastern Malta. These parcels were rather large in size, but there was enormous variation. The average was slightly more than 6 tummoli, while the largest, *ta Censmata*, covered an area of 15 tummoli and 8 misure, and the smallest, *tal Hudi*, only 3 mondelli and 6 misure (2).

On 13 Sept. 1785, *l-Ghajn il-Kbira* and the adjoining lands called *l-Ghars*, beneath Boschetto gardens, were leased to Giuseppe Camilleri of Casal Attard for eight years, and for 1001 scudi a year. This was by far the best lease, important for its fountain, its vines, its orange trees and its cotton. It covered an area of 6 salme and 9 misure (3).

The second lease was given to Rev. Giuseppe Piscopo of Città Rohan on 27 July, 1783 for an annual rent of 140 scudi. It consisted of these plots:

- (a) *ta Farsina*, in the *ta Hammieri* region, limits of Città Pinto. Of bad quality. Area 4 tummoli, 2 mondelli, and $\frac{1}{4}$ misura.
- (b) *il Habel*, in the limits of San Giuseppe. Of poor quality. Area 3 tummoli and 2 mondelli.
- (c) *ta Lisi*, in the region of *tal Kallis*. Of the worst quality, with many exposed rocks. Area 12 tummoli.
- (d) Three contiguous plots with a store room in one of them, called *ta Geisep*, *Kabel irrahep*, and *ta Trinciera*, in the Bahar Icciahac region. Of bad quality, being subject to sea spray. Area 10 tummoli and 3 misure (4).

In 1786, the third lease was untenanted partly because it was of the

worst type, and partly because of its open fields. It had been leased to Gregorio Giglio of Vittoriosa on 27 March, 1782 for 100 scudi a year and for four years:

- (a) *ta Sciolscia*, comprising a house, a garden, and the adjoining land *tal Ghaddiet* in the *ta Latmia* region, limits of Casal Zabbar. It contained a few trees, a *gebia*, and a well, but it was of bad quality. Area 2 tummili, 4 mondelli, and 7 misure.
- (b) *il Buar ta S(a)liba*, in the region of *tal Brolli*. Of bad quality. Area 6 mondelli.
- (c) *Hoscilhasafar*, in the *ta Hantlun* area, limits of Casal Zurric. Of bad quality. Area 1347 sq. canes, or 5 tummoli, 1 mondello and 6 misure.
- (d) *ta Gifra*, in the region of San Leonardo, limits of Casal Zabbar. Of poor quality. Area 5 mondelli and 5 misure.
- (e) *ta Sellum*, in the same region. Area 6 tummoli, 5 mondelli, and 4 misure (5).

The fourth lease consisted of eight plots of land. It was given, on 12 August 1784, to Francesco Muscat of Casal Crendi for four years and for 171 scudi:

- (a) *tal Uardia*, south of the Wardia tower at Casal Zurric. Of bad quality. Area 3 tummoli and 3 misure.
- (b) *Huiedarip*, in the region of *ta Bubacra*. Of bad quality. Area 5 tummoli, 3 mondelli, and 8 misure.
- (c) *Hosciddeima* or *tal Conslu*, near the windmill of Casal Zurric. Of bad quality. Area 6 tummoli and 5 mondelli.
- (d) *ta Bir Giabar*, in the limits of Casal Siggeui. Of poor quality. Area 2 tummoli, 3 mondelli, and 3 misure.
- (e) *tal Bugullar*, in the region of *tal Mentna*. Of good quality. Area 9 tummoli, 8 mondelli and $9\frac{1}{2}$ misure.
- (f) *il Chagra*, in the region of *tasseiba*, limits of Casal Micabiba. Of good quality. Area 1 tummolo, 2 mondelli and 8 misure.
- (g) *ta Ciccicar*, in the *ta Binhisa* region. Of bad quality. Area 6 tummoli, 4 mondelli, and 3 misure.
- (h) *ta Landar*, *ta Birzelac*, and *ta Suffara* in the *ta Birzebbugia* region.

This plot possessed a dove-cot, some rooms, a well and a few trees. Of poor quality. Area 14 tummoli and 2 misure (6).

The fifth lease was allocated to Giuseppe Farrugia of Casal Siggeui on 7 August 1782 for four years, and for 168 scudi a year. It consisted of three adjoining fields: *ta Torretta*, *ta Sbibi*, and *ta Gebel il Borg* in the limits of Casal Asciach. It had a store room and two wells, and was of good quality (7).

Teodoro Gristi, of Casal Balzan, won the sixth lease for 172 scudi annually on 3 August 1782:

- (a) *tal Hudi* in *Halmusci*, limits of Città Rohan. It had a well, and was of good quality. Area 3 mondelli and 6 misure.
- (b) *ta Biebirruha* or *ta Scammardi*. in the region of Biebirruha, limits of Rabat. Of bad quality. Area 13 tummoli, 8 mondelli and 9 misure.
- (c) A mule-driven grinding mill or *centimolo* at Mrieħel, limits of Birchircara (8).

The seventh and last lease was given to Rosalinda Callus on 8 Jan. 1782, for four years and for 76 scudi a year:

- (a) *ta Censmata*, in the *tal Fulia* region. Of poor quality. Area 15 tummoli and 8 misure.
- (b) *luiedisciahra*, in the region of *l-Għajn il-Kbira*. Of the worst quality. Area 13 tummoli, 5 mondelli and 4 misure.
- (c) *Iccens ta Brestel* or *ta Target Falsun*, in the *tal Fiddieni* region, limits of Rabat. Of bad quality. Area 2 tummoli, 4 mondelli and 8 misure (9).

These plots of land were leased by auction. A simple procedure was adopted. On 3 July 1788, a notice was fixed on the door of the Inquisitor's palace at Vittoriosa. The following parcels were to be leased on Sunday, 13 July: *tat Torri tal Uardia*, *Hosciddeima*, *Uied Garip*, *Birgiabar*, *ta Bugullar*, *el Hagra*, *ta Chichar*, *ta Gifra*, *Landar* and *el Bur ta' Zelach*. Those interested were to present themselves at the Civil Chancellery of the Inquisition between 9.00 a.m. and 10.00 a.m., and they were to bring with them their sureties. The notice was also sent to the following five Parish Priests: Rev. Felice Borg of Città Rohan, Rev. Giuseppe Formosa of Casal Zurric, Rev. Antonio Mizzi of Casal Crendi, Rev. Luigi Bartolomeo Caraffa of Casal Micabiba, and Rev. Salvatore Pace of Casal

Siggeui. They were to read it out to their parishioners on the following Sunday, 6 July, during High Mass, and to send it back together with a declaration in their own hands at the foot of the same notice showing they had done so. The auction was conducted by Aloisio Damato, courier and prison keeper of the Holy Office, and by Canon Vincenzo Brenciaglia, auditor. On the first day the bidders were only two. Giovanni Zammit, of Casal Safi, offered 160 scudi, while 170 scudi were the bid of Francesco Muscat of Casal Crendi. At 10.00 a.m., the Canon adjourned the auction for Sunday, 27 July, when the bidders were again two: the above-mentioned Muscat, and Gaetano Falson of the same village. The latter made the first offer of 172 scudi, and won the lease for 178 scudi, presenting his brother, Andrea, as his surety (10).

When one of the contracting parties died, the deed of the lease became null and void. On 17 Oct. 1764, Francesco Diceli and his wife, Anna Maria, of Casal Curmi, succeeded Antonio Tanti of Siggeui as tenants of *l-Ghajj il-Kbira*, *l-Ghars*, *ta' Censmata*, *Iscihaira*, and *ta Target Falsun* (11). Early in 1766, Francesco died. Legally, the lease was terminated; and it was only on the insistence of Anna Maria and her children that it was continued. The number of the tenants, in fact, increased: Gio. Battista, Aloisio, Gregorio, Maria, and Paola joined their mother as co-tenants. The original terms of the lease were read and explained to them; and they bound themselves to observe them all, even to rebuild the walls (12).

Sub-letting was permissible. On 19 July 1761, Rev. Gio. Maria Cauchi of Burmula got five plots of land for 90 scudi a year (13). But on 26 Sept. of that same year, he sub-leased *il Buar tal Hasafar* to Arcangelo Camilleri, of Zurric, for an annual rent of 7 scudi and 6 tari; *ta Suffara* was donated to Luca Gristi for 11 scudi; Giuseppe Camilleri offered 4 scudi for another parcel; while Girolamo Cachia, of Zeitun, got *ta Sciolschia* for 35 scudi. These leases were for four continuous and complete years, starting on 15 Aug. 1761. The rents were to be paid in cash — every Assumption Day by the first three sub-tenants, while Cachia paid his 35 scudi in two equal instalments, on 15 Aug. and on St. Martin's Day. The expenses to rebuild the walls and the breaches, which fell during the duration of the lease were to be shared equally by the chief tenant and the sub-tenants. The latter even promised to take good care of their plots, which they had to leave regularly fallow, as was practised in Malta (14).

Part of the lease could be exchanged for another parcel. On 15 Nov. 1764, Pietro Zammit of Vittoriosa got the following plots of land: *Torri tal Uardia*, *Hoscildeima*, *ta Uied il gharip*, *ta birgiabar*, *ta Tesha* or *ta bugullar*, *tal hagra*, *ta chichar*, *ta gifra*, *l'andar* and *il buar ta Zelach* for

132 scudi (15). On 4 August 1765, he exchanged *ta gifra* for *ta buar issuffara*. But since the latter was of a better quality, he had to pay another 4 scudi each year — 2 scudi on Assumption Day and another 2 scudi every Christmas Day (16).

With the exception of *l-Ghajj il-Kbira*, the leases were normally based on a four-year term. But in fact they changed hands pretty often before the stipulated time expired. Paolo Manduca of Vittoriosa abandoned the lease after only six months (17), and Antonio Tanti after one year (18). Gregorio Giglio of Vittoriosa retained his plots for two years (19), and Giovanni Baldacchino of Casal Zurric for three years (20). The incoming tenant could take the land either for another four years, or for the remaining term of the lease. Antonio Agius of Valletta — like most lessees — bound himself for a fresh term of four years (21), whereas Rev. Stanislao Fenech of Mdina for the remaining three (22), Giuseppe Pace of Birchircara for the last two (23), and Giuseppe Farrugia of Zurric for the last year (24). Giuseppe Portanier of Burmula bound himself for three years (25), but his lease was discontinued after only six months when it was given to Carmelo Ciantar for four and a half years (26).

The products in the land belonged to the out-going lessee. Antonio Tanti sold to the Dicelis not only all the fruits, with the exception, however, of the cotton, which he reserved for himself but also his agricultural implements and the birdcatching equipment. They appointed two experts, Mro. Giovanni Debono of Casal Dingli by Tanti, and Mro. Paolo Attard of Rabat by Francesco, who estimated this property to be worth 400 scudi (27).

Antonio Agius and Felice Cutajar (28), both of Valletta, as well as Stanislao Fenech, all had to pay their predecessor's rent of the past year. When the rent had already been paid it could be given back to the extenant. So was the case with Giuseppe Pace, to whom the Procurator returned the 71 scudi he had paid in advance (29). But this was no fixed rule. Carmelo Ciantar discontinued the lease on 22 Feb. 1777, when he was succeeded by Rev. Giovanni Borg of Burmula for four years starting on 15 Aug. 1776. Payment was to be in advance; but Borg was to make the first payment on 15 Aug. 1777, as the first year's rent had already been paid by Ciantar (30).

Tenants were usually compelled to discontinue the lease by the financial straits they found themselves in. Gaetano Mifsud bought some *forraina* or green barley from Antonio Camilleri for 32 scudi, which he failed to pay (31). On 9 March, he was ordered to pay within two days 55 scudi to Gio. Maria Chetcuti, as part of the price of a bull (32). Gaetano Falzon owed 30 scudi to Giuseppe Caroana, the price of a she-

ass (33); 2 scudi and 6 tari to Antonio Farrugia, the rest of the cost of wheat (34); and 7 scudi to Antonio Azzupard for two sheep (35). On 9 March, 1780 Giuseppe Farrugia of Siggeui failed to pay the third instalment of 25 scudi to Antonio Sacco, the cost of some donkeys (36). On 5 Oct. 1751, Felice Mannarino was given two days to pay 79 scudi and 6 tari of which 53 scudi had been due on 25 Dec. 1750, and the rest on Easter 1751 (37). Rev. Antonio Vela of Valletta failed to pay the rent due on 15 Aug. and on 25 Dec. 1762 (38). On 28 May 1781, Vincenzo Varzin of Valletta was asked to pay 72 scudi and 6 tari (39); and on 3 Feb. 1791, Gaetano Falzon still owed 48 scudi as part of the rent due on 15 Aug. 1790 (40). These gabellotti, however, were not debtors only to the Holy Office, but to other landlords as well. On 5 Sept. 1782, Giovanni Baldacchino owed Giuseppe Dingli 27 scudi and 6 tari (41). On 1 Oct. 1790, Giuseppe Farrugia of Casal Crendi had not yet paid 37 scudi to Rev. Giovanni Balzan (42); and on 17 April 1792, Gaetano Falzon was ordered to pay 17 scudi and 4 tari to Rev. Domenico Caravita, the Procurator of the Marquis Muscati Cassia (43).

Debtors were liable to an inhuman ordeal, since they could have their property confiscated and sold by auction (44). This arrogant law, must have been the terror of the gabellotti, judging from its frequent application. On 26 Aug. 1728, after the usual notice had been read during High Mass in the parish churches of Rabat, Casal Siggeui, and Zebbug, were sold by auction at *l-Ghajj il-Kbira* the following animals and products which belonged to Michele Paci, sub-tenant of the holding (45):

Paolo Muscat of Casal Micabiba bought a heifer for ten scudi and four tari	10...	4...
Gio. Maria Cuscheri of Casal Musta won a bull for thirty scudi; a calf for 25 scudi, one she-ass for four scudi and another for ten scudi; as well as all the hay for sixteen scudi.	30...	25...
	4...	10...
	16...	
Baldassare Ciantar bought a she-ass for fourteen scudi and three tari	14...	3...
Angelo Sammut of Rabat got two goats and a sheep for four scudi	4...	
The carob pods went to Giovanni Camilleri of Casal Siggeui for 2 scudi and three tari	2...	3...
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	Total:	115... 10...

Anna Maria Decelis and her children failed to pay their rent due

to the Holy Office on 25 Dec. 1767, and again on Easter and on Christmas of the following year (46). They had some of their animals confiscated, which were kept by Rev. Salvatore Muscat. On 11 March 1769, they were given two days to redeem them (47); and when they did not, they were ordered, on 28 April, present themselves at the palace of the Inquisition from 8.00 a.m. till 10.00 a.m. and there assist at the auction sale of these animals (48). On 5 April 1791 Gaetano Mifsud of Crendi had a mule confiscated by Sebastiano Calleja, Captain of the Holy Office, after failing to pay 48 scudi as rent due on 15 Aug. 1790 (49).

Those who were in charge of the confiscated property were duty bound to present it on the day of the auction sale; and there were severe penalties for those who failed to comply. Gaetano Mifsud owed 65 scudi and 8 tari to Nicola Ciantar. On 30 Jan. 1778, he had a bull confiscated by Pascale Galea, which was given to Raimondo Mifsud (50). But on 20 Feb. a mandate was issued by the Inquisitor, Mgr Zondadari, sentencing him to prison until he had restored the bull and paid for the cost of the mandate (51). Nicola Zarb of Crendi was likewise threatened with imprisonment and the payment of 10 oz (52).

Rents were neither paid all on the same day nor all in one sum. Pietro Grech of Casal Lia paid his 51 scudi every year on 15 August (53), whereas Rev. Gio. Battista Scevalier of Valletta paid his 6 scudi every 1 Sept (54). Higher rents were usually divided into two equal instalments, generally paid on Assumption Day and on Christmas Day. But this was no fixed rule. Andrea Cassar of Casal Zeitun paid his instalments on 11 Nov. and on 25 Dec (55). Francesco Bugeia, *ta Sigur*, of Casal Zurric, paid his rent on 15 Aug. and on Easter (56). Francesco Muscat, *Irroman*, of Casal Crendi, on St. Martin's Day and on Easter (57). Michele Gambin of Casal Siggeui paid his 901 scudi in three equal instalments — on 24 June, the feast of the Birth of St John the Baptist; on 11 Nov; and on Christmas Day (58). Even Giuseppe Muscat and his son Gio. Maria paid their 1300 scudi in three instalments: 300 scudi on Assumption Day, and 500 scudi every Christmas and Easter (59). Giuseppe Farrugia of Valletta paid his 725 scudi in four equal instalments — 24 June, 15 Aug., 11 Nov., 25 Dec. (60).

Those tenants who presented their sureties were allowed to pay their rents in arrears. On 15 July 1780, Giovanni Baldacchino of Casal Zurric, got a lease for four years and for 167 scudi a year. He was to pay his rent in advance. But on 20 Aug. he presented Giovanni Vella, of the same village, as his surety, and was thus allowed to pay in arrears (61). Teodoro Gristi swore to present his surety within eight days of the deed, when he presented Giuseppe Muscat, *ta Lhamar*, of Casal

Lia (62). Sureties had to be acquainted with all the terms of the lease; and Filippo Bonnici, guarantor to Rev. Giuseppe Piscopo, both of Città Rohan, had the deed read to him on 4 Aug. 1783 (63). Tenants could stand surety for each other. So did Giuseppe Farrugia of Crendi, Gio. Maria Lia of Zabbar, Pietro Grech of Lia, and Giuseppe Farrugia of Siggeui on 8 Aug. 1790 (64).

A reduction of rent was possible. Gaetano Bugeja paid 400 scudi a year for the three fields *ta Suffara*, *ta Sellum* and *ta Gifra*. On 6 March 1759, he asked to be relieved of 10 scudi as compensation "for the many services hitherto rendered by him to the Holy Office." The petition was granted (65). In 1788, the above-mentioned Giuseppe Camilleri owed 890 scudi. He was first granted a respite (66), and then in 1791 he was even forgiven 290 scudi. The *Suprema* exhorted the Inquisitor, Mgr Gallarati Scotti, to spread prudently around this benevolent act so that the Ministers of the Government, who had interested themselves in the matter, would come to know of it (67).

Besides the rent, the tenants donated a number of capons. Generally, it was four, but Ludovico Battaglia of Valletta (68), and Nicola Debono of Casal Zebbug (69), donated only two each. Rev. Giuseppe Piscopo bound himself to give six (70), and Giuseppe Farrugia of Città Rohan sixteen (71). Usually, they were given to the Procurator, though Giuseppe Muscat and his son Gio. Maria of Siggeui donated a dozen to the Inquisitor and another four to the Chancellor (72). There were different dates on which they were presented. The most common day was St. Martin's Day, 11 Nov., but they could also be given on the day the rent was paid. Rosalinda Callus Ducos — like most gabelotti — paid the rent on 15 Aug. and gave four capons to the Procurator on 11 Nov. (73). Rev. Gio. Maria Cauchi of Burmula paid half the rent on Assumption Day, while the other half, together with the capons on Christmas Day (74). Pietro Zammit of Vittoriosa paid one instalment and two capons every 15 Aug. and 25 Dec (75). Giacchino Caccamisi of Valletta paid half the rent on 15 Aug. and the other half together with four capons on 11 Nov. (76). Sometimes a complicated procedure was adopted. Gaetano Mifsud of Zebbug donated four to the Procurator every 15 Aug., two to the Chancellor every 11 Nov., 24 Dec., and the first day of Carnival; while the Inquisitor received four capons on each of these last three days (77).

Special terms were attached to the most important holding of *l-Ghajn il-Kbira* and *l-Ghars*. Neighbouring farmers could take no water from the fountain; and the rent would be increased if some new stream were discovered, according to the estimate of two experts to be jointly elected by the Procurator of the Holy Office and the tenants. These

could allow no animals to enter; and they were to rebuild those walls less than one cane in height. Ploughing had to be two spans away from the boundary walls (78). On 19 June 1785, Giovanni Muscat of Citta Pinto, promised to scatter in the *tal bahli* areas, "and not in the irrigated parts, *ta sachui*", 2000 cart oads of good manure. That is, 1500 cartloads when he deemed it necessary, and the remaining 500 during the seventh and eight years of the lease. He had also to break up and turn over two-thirds of the soil. The Procurator had to be informed beforehand, so that he could supervise the work (79). Giuseppe Farrugia of the same town had to donate annually, on 27 April, 22 bundles of olive leaves, and two bundles of any other kind, to the Procurator (80). These were to be strewn in church and distributed to the patentees on the feast of St. Peter the Martyr (81).

Whenever the holding suffered any damage owing to scarcity of water, stormy weather, or any other accident, the tenants were duty bound to inform the Procurator, who defrayed some of the expenses. On 3 Feb. 1760, a great storm caused extensive harm to the holding; and Antonio Tanti, one of the gabellotti, asked to be relieved of part of the rent as compensation. The Pro-Inquisitor, Canon Pietro Francesco Gristi, together with the Tribunal's Procurator, Benedetto Zerafa, the Chancellor, the Tribuna's architect, Mro. Giacomo Bianco, and an expert farmer — Mro. Giuseppe Mifsud — visited the place on 16 Feb. 1760. The latter's report of 21 Feb. showed that Tanti had drawn a far drearier picture than it actually was, and the expenses were estimated at only 41 scudi (82):

Damage to the strawberry plants	14 scudi
Damage to the broad beans and the sown ground	7 scudi
Damage to the soil removed by the rains and to the <i>sisien</i> or passage ways	15 scudi
Damage to the trees, including two plum trees, a pear tree, a lemon tree, a pomegranate tree, two fig trees, and ten cherry trees	5 scudi
Total:	41 scudi

The tenants were given 20 scudi as compensation; and thus the damages were shared equally between the Holy Office and the lessees. The other expenses — to the arch, the ox-stall, and the walls — which amounted to 235 scudi, concerned only the Procurator (83).

Trees had to be watered in their appropriate time (84); and when

ever a tree gave any sign of death, the Procurator had to be informed at once to take the necessary precautions (85). Giuseppe Farrugia promised to plant 1500 trees of different species, and 1500 vines (86). Giovanni Muscat bound himself to plant 2000 trees during the eight-year term of the lease (87). Pruning was done by the tenants and at their own expense; but they kept only the twigs, since the logs belonged to the Procurator (88), which they had to deliver to his own house (89). Starting from 1770, the tenants were also responsible for the first and second round of hoeing, for digging the irrigation basins, cleaning the canals, and for doing the other necessary work for the preservation of the trees (90). Formerly, this had been the duty of the landowner, since the Maltese gabbellotti were wont to neglect such work, to the great detriment of the trees and the plants (91).

Tenants employed bailiffs. These *castaldi* slept in their masters' own house, whom they served "with all punctuality, obedience and attention" as a "humble disciple" should. They did all the necessary agricultural work — hoeing and ploughing, planting and pruning trees, reaping the corn and grinding it, tying the hay into sheaves, repairing the walls. Giovanni Grech of Casal Attard, on 5 Oct. 1767, promised even to look after his master's house, animals and birds while he was away from the Island (92). Those stewards who proved unfit for the job were expelled, and could lodge no protest. On 15 Aug. 1780, Giovanni Baldacchino employed Giovanni Vella, both of Casal Zurric, as *castaldo* for four years. But he sacked him on 26 Feb. 1783 for breach of contract, and engaged that same day for the rest of the lease Giuseppe Farrugia of the same village (93). On 14 June 1783, Pascale Galea, Captain of the Holy Office's prisons, expelled Filippo Gatt of Casal Asciach, *castaldo* of Gregorio Giglio of Valletta (94).

A tenant could have more than one steward. In 1770, Giuseppe Farrugia of Valletta had four bailiffs: Vincenzo Varzin of the same town (95), Salvatore Magri of Casal Zebbug (96), Paolo Muscat of Rabat (97), and Giuseppe Attard of Siggeui (98). Payment was in cash. Santo Cascon of Burmula, like most *castaldi*, got 5 scudi a month in advance (99). Even Salvatore Magri of Zebbug was paid in advance, but he received 30 scudi every six months (100). On 1 April 1770, Luca Sammut of Citta Pinto engaged himself to Giuseppe Cassar of Luca for 4 tari a day. He was paid in arrears every Saturday (101). Giovanni Ve'la of Rabat was also paid in arrears; but he received his payment of 60 scudi in one lump sum every year on 15 Aug (102). Teodoro Gristi of Casal Balzan paid Giuseppe Muscat, of Casal Lia, 11 scudi and 3 tari on the first day of each month (103). Giuseppe Pace of Birchircara received no salary from Gregorio Giglio of Valletta. He kept all the profit of the land for himself,

but he had to pay his master's rent of 100 scudi and 4 capons every year to the Procurator of the Holy Office (104).

The *castaldi* bound themselves for different periods of time. Giovanni Vella of Rabat engaged himself to Giuseppe Cassar of Citta Pinto for two years (105); whereas Gio. Maria Mifsud of Casal Micabiba bound himself for one year (106), and Paolo Muscat of Rabat for four years (107). The contract could be discontinued with the consent of the two parties; and on 22 Nov. 1783, Rev. Giuseppe Piscopo of Citta Rohan agreed that Giuseppe Mula of Casal Nasciar should no longer serve him as bailiff (108).

These stewards were not necessarily landless. Giovanni Baldacchino sub-leased two fields, *il palumbara* and *ta' Limuiet*, to Giovanni Vella (109). A *castaldo* could even succeed his lord as tenant. On 26 Feb. 1783, Giuseppe Farrugia of Zurric was employed by Baldacchino (110) who on 26 Aug. of that same year discontinued the lease and was succeeded by his own bailiff (111).

In 1792, a complete reorganisation was effected in the management of the landed property of the Inquisition in Malta. Primarily, the aim was to augment the income of the Holy Office, so that its Ministers, whose number was increased as well, would get a rise in their salaries (112).

The number of the gabellotti increased from seven to eighteen. The *Suprema* had ordered the Inquisitor, Mgr Gallarati Scotti, first explain the matter privately to the Grand Master, and try to get his consent in writing (113). On 15 Oct. 1791, the Order's Ambassador in Rome, Camillo de Rohan, presented the required note to De Zelada, the Cardinal Secretary of State (114). These farmers were granted no patents, which were instead distributed among four new Consultors (115) and three new Famigliari. But this did not mean that the Inquisitor lost all hold over his tenants. His own interests were still safeguarded by decreeing that any disagreements arising out of the lease were to be settled in the Tribunal of the Inquisition, and never in any other Ecclesiastical or lay court (116).

The land was to be distributed on 99-year emphyteutical leases. The idea had been suggested as far back as 15 Jan. 1785 by Mgr Zondadari to the *Congregazione del S. Offizio* — though, actually, it was his Procurator's idea, who wished to imitate the example of the Bishop's *Mensa*, which had just obtained such a favour (117). On 29 Jan. 1791, the *Suprema* authorized Mgr Gallarati Scotti lease the plots up to the third male generation (118). But on 23 Aug. they changed their mind on representations made by the Inquisitor, who again proposed the definite period of ninety-nine years. This was in accordance with the Maltese

form of tenure; and, besides, it would result in a much greater profit. They even exhorted him to guard well the interests of the *Pia Casa*, and especially to ensure that when the leases terminated, the land, together with all improvements on it, returned to the Holy Office (119).

One of the most important terms of the new deeds was that the holdings were to be auctioned again the following year, and could, thus, be transferred to a better bidder (120). Accordingly, on Sunday, 23 June 1793, started the auction of the eighteen leases for the remaining ninety-eight years. It was spread over a period of eight different days, ending on 12 Sept. On the first day, Paolo Mifsud, *tal Pittac*, of Casal Gargur, offered 72 scudi for the plots *ta Geisep*, *Habel Irrua*, *ta Trinciera*, *ta Lisi*, and *ta Sciaret Francin*. But the following Sunday, their sitting tenant, Lorenzo Aquilina, *tal Melh*, also of Gargur, added another 6 tari and was confirmed in his lease (121). On 12 Sept., Rev. Gio. Battista Scevalier, of Valletta, was deprived of the mill at Mriehel, which was given to Agostino, *ta Dehni*, of Birchircara, who offered 2 tari more than its former tenant had paid (122).

Those who failed to pay the rent for two consecutive years were deprived of their lease. Antonio Borg, *ta Caspan*, of Casal Siggeui, held the lease of *tal Bugullar* for 101 scudi. But on 15 Sept. 1795 he was replaced by Francesco Muscat, *Irroman*, of Casal Crendi, for the remaining ninety-six years, and for 97 scudi a year (123).

Conclusion

Mgr Giulio Carpegna, the last Inquisitor, left Malta in April 1798, two months before the French arrived (124). Napo'leon expelled from the Island all foreign priests and religious — with the sole exception of the Bishop, Mgr Vincenzo Labini — and distributed their benefices among the Maltese clergy (125). He not only abolished the Tribunal of the Inquisition but he even confiscated its landed estate, which is now government property (126).

APPENDIX I

The notice sent to Rev. Felice Borg, Parish Priest of Zebbug to be read out during High Mass on Sunday

Si compiacera V.S. Mto. Rev. pubblicare Domenica primo ventura che saranno li 6 del corrente Mese di Luglio infra Missarum sollemnia, che Domenica susseguente, che saranno li 13 dell'istesso Mese da le ore nove alle dieci di mattino si subastera nella Cancelleria del S. Ufficio l'affitto, o sia gabella dell'infrascritte Terre spettanti a questo S. Tribunale, quale gabella si concedera per anni quattro da principiare li 15 Agosto del corrente anno 1788 con darsi un'idonea sicurtà, e p'eggeria per l'annua pensione, sotto li soliti patti, leggi, e condizioni. E perciò chi vorrà avere la gabella sudetta dovrà comparire in detta Cancelleria del S. Ufficio in detti giorno, ed ora a fare l'Oblazione dell'annua gabella, e sicurtà sudette. Locche fatto, avrà la bontà rimandarmi fede di detta pubblicazione in calce della presente, ed offerendomi a suoi comandi, mi rafferma.

La clausura di terra appellata *della Torre della Uardia* nel Zorrico.

Altra clausura appellata *Hoscildeima* vicino il Molino a vento.

Altra clausura appellata *Uied Garip* in contrada *ta Nigret*.

Altra clausura appellata *Birgiabar* in contrada *tal Crendi*.

Due clausure appellate *ta Bugullar* in contrada *tal Mentna* nella Micabiba.

Altra clausura appellata *el Hagra* in detta contrada.

Altra clausura appellata *ta Chichar* in contrada *ta' Binhisa*.

Due lenze di terra appellate *ta' Gifra* in contrada di San Leonardo.

Altra clausura appellata *Landar* in contrada *ta' Bir Zebbugia*.

Un'altra clausura congiunta appellata *el Bur ta' Zelach*.

Dalla Cancelleria del S. Ufficio.

Li 3 Luglio 1788.

Io Parroco Felice Borg attesto
aver pubblicato il su Narrato.

Devmo. Sere, vero
Ignazio Debono Cancelliere del S. Ufficio.
(A.I.M., Reg. Act. Civ., S. Officii,
C8, 1787-1790, ff. 91r-v.)

1. *A[rchives of the] I[nquisition of] M[alta], Mem[orie] 21, Memorie di Monsig. Zondadari*, 1, ff. 132r-133r: "Nella Feria quinta dunque de 31 Luglio dell'anno 1761 essendosi maturamente esaminato l'affare..... col Consiglio della S. Congregazione, decretò che li Patentati di tutte le classi, cioè di Officiali, Familiari, e Gabelotti fossero fissati all'invariabile numero di sessanta sette..... Per quello poi che appartiene alli Gabelotti, o siano quelli che tengono in affitto le rendite dell' Inquisizione, fu decretato nella medesima Congne, che dovessero godere il Privilegio del Foro quelli solamente che per la maggior parte dell'anno vivono colla di loro famiglia de frutti dei Beni, che coltivano, e per conseguenza di ventotto, che questi erano, furono ristretti al numero di sette solamente."
2. 1 tummolo (tomna): 6 mondelli (sighan); 1 mondello (siegh): 10 misure (kejliet); 1 tummolo: 12,100 sq. ft.: 256 sq. canes; 3.6 tummoli: 1 acre; 16 tummoli: 1 salma (modd).
3. *A.I.M., Reg[istrum] Act[orum] Civ[ilium] Sancti Officii*, C7 (1782-1787), ff. 224v-225r.
4. *Ibid.*, ff. 225r-v. 5. *Ibid.*, ff. 226r-v.
6. *Ibid.*, ff. 227r-228r. 7. *Ibid.*, ff. 228r-v.
8. *Ibid.*, ff. 228v-229r. This lease had included a small house at Citta Pinto, in the neighbourhood of the church of San Francesco di Paula. It had been sold to Sta-Civ., C6 (1776-1782), ff. 345r-358r.
nislao Gatt of Birchircara for 101 scudi on 4th April, 1781. See *A.I.M., Reg. Act.*
9. *A.I.M., Reg. Act. Civ.*, C7, ff. 229v-230r.
10. *Ibid.*, C8 (1787-1790), ff. 89r-103v. 11. *Ibid.*, C4 (1764-1771), f. 41r. 12. *Ibid.*, ff. 148r-v.
13. *Ibid.*, C3 (1760-1763), ff. 192r-193r. 14. *Ibid.*, C4, ff. 10r-14r. 15. *Ibid.*, ff. 45r-46v. 16. *Ibid.*, f. 104v.
17. *Ibid.*, C5 (1772-1775), f. 354v. 18. *Ibid.*, C4, f. 190r. 19. *Ibid.*, C7, f. 120r. 20. *Ibid.*, f. 75r.
21. *Ibid.*, C4, f. 190r. 22. *Ibid.*, C5, f. 141r. 23. *Ibid.*, C7, f. 120r. 24. *Ibid.*, f. 275r. 25. *Ibid.*, C5, f. 175r. 26. *Ibid.*, f. 15r. 27. *Ibid.*, C4, ff. 126r-127v.
28. *Ibid.*, ff. 569r-571r. 29. *Ibid.*, C6, ff. 335r-v. 30. *Ibid.*, ff. 71r-73r. 31. *Ibid.*, f. 175r. 32. *Ibid.*, f. 212r. 33. *Ibid.*, C8, f. 134r. 34. *Ibid.*, f. 149r. 35. *Ibid.*, f. 198r. 36. *Ibid.*, C6, f. 294r.
37. *A.I.M., Reg. Act. Civ.*, C1 (1751-1756), f. 69r. 38. *Ibid.*, C3, f. 407r. 39. *Ibid.*, C6, f. 350v. 40. *Ibid.*, C9 (1791-1793), ff. 8v-9r. 41. *Ibid.*, C7, f. 8v. 42. *Ibid.*, C8, f. 249r. 43. *Ibid.*, C9, f. 98v.
44. However, this punishment was preferable to imprisonment, Vittorio Agius, of Valletta, owed 100 scudi to Giuseppe Xicluna. On 22 July 1778, he asked to be let out of prison since it was impossible for him to pay his debt; and instead he begged that all his goods be sold by auction. See *A.I.M., Reg. Act. Civ.*, C6, f. 174r.
45. *A.I.M., Reg. Act. Civ.*, B2 (1723-1729), ff. 562r-563r. The Holy Office, thus, did not recover the 187 scudi which it demanded. This incident, in fact, led Mgr. Passionei to start leasing l-Ghajin il-Kbira to seven tenant-farmers. See *A.I.M., Mem. 31, Memorie di Mons. Gallarati Scotti*, IV, ff. 274r-v.: ".....nell'ultimi anni dell'Inquisitorato di Mons. Passionei il fitto del do. Giardino arrivo alla somma di scudi 850... quel Prelato stimo per maggior sicurtà del pagamento formare una Compagnia di sette affittavoli tutti insolm. verso questo S. Tribale, e così riparare al danno che potrebbe questo S. Offo. patire dal puoco numero di quei conduttori, che non capaci pel pagamento sarebbero per restar mancanti in quello."
46. *Ibid.*, C4, f. 343v. 47. *Ibid.*, f. 352v.
48. *Ibid.*, f. 362r. 49. *Ibid.*, C9, ff. 8v-10v. 50. *Ibid.*, C6, ff. 147r-v. 51. *Ibid.*, ff. 151r-v.
52. *Ibid.*, C8, f. 187v. 53. *Ibid.*, f. 237v. 54. *Ibid.*, C9, ff. 223r-227r. 55. *Ibid.*, ff. 215r-222r. 56. *Ibid.*, ff. 150r-156r.
57. *Ibid.*, ff. 313r-316v. 58. *Ibid.*, C6, ff. 291r-292v. 59. *Ibid.*, C9, ff. 116r-123r. 60. *Ibid.*, C4, ff. 380r-383v.
61. *Ibid.*, C6, ff. 308r-310v. 62. *Ibid.*, C7, ff. 1v-3v. 63. *Ibid.*, f. 68r. 64. *Ibid.*, ff. 233r-241v.
65. *Ibid.*, C2 (1756-1760), f. 356r. 66. *A.I.M., Corr.* (espondence), 35, f. 43r. 67. *Ibid.*, f. 71r. 68. *Ibid.*, C2, f. 347r. 69. *Ibid.*, C3, f. 58r. 70. *Ibid.*, C8, f. 36r. 71. *Ibid.*, f. 22r. 72. *Ibid.*, C9, ff. 116r-123r. 73. *Ibid.*, C7, f. 280r. 74. *Ibid.*, C3, f. 193r. 75. *Ibid.*, C4, f. 46v. 76. *Ibid.*, C6, f. 397r. 77. *Ibid.*, ff. 39r-42v.

78. *A.I.M., Reg. Act. Civ.*, C2, ff. 313r-v. 79. C7, ff. 184r-v. 80. C8, f. 116r. 81. C7, f. 186r. 82. C3, ff. 15r-16v.
83. *Ibid.*, ff. 157r-v. 84. *Ibid.*, C8, f. 69v. 85. C2, f. 314r. 86. C8, f. 116r. 87. C7, ff. 184v-185r. 88. C2, f. 313r. 89. C7, f. 18v. 90., C8, f. 116r. See also *A.I.M., Corr.*, 35, f. 45r. 91. C8, f. 69v.
92. *Ibid.*, f. 443r. 93. C7, ff. 42v-43v. 94. *Ibid.*, f. 63v. 95. C4, f. 447r. 96. *Ibid.*, f. 445f. 97. *Ibid.*, f. 446r. 98. *Ibid.*, f. 487r. 99. *Ibid.*, ff. 537r-v. 100. *Ibid.*, f. 445r.
101. *Ibid.*, f. 447r.
102. *Ibid.*, f. 490r. 103. *Ibid.*, C7, ff. 44r-v. 104. *Ibid.*, ff. 82r-v. 105. C4, f. 490r. 106. *Ibid.*, f. 461r. 107. *Ibid.*, f. 446r. 108. C7, ff. 79r-80r. 109. *Ibid.*, f. 8r. 110. *Ibid.*, ff. 43r-v. 111. *Ibid.*, ff. 75r-76v.
112. *A.I.M., Mem.* 28, *Memorie di Monsign. Gallarati Scotti*, 1, ff. 90v-91r.
113. *A.I.M., Corr.*, 35, f. 73r.
114. *Ibid.*, ff. 79r-80r. De Rohan, in fact, stood to gain by this arrangement since only seven single persons were now to be outside his jurisdiction, whereas the gabelotti's privilege of exemption had extended also to their families. See *A.I.M., Mem.* 28, ff. 93v-94v.
115. These were four of the five Consultors newly appointed: Archdeacon Xerri, brother of De Rohan's auditor, was first dignitary of the Cathedral, and had been for a long time Prof. of Canon Law at the University; Canon Rizzo was a theologian and Rector of the Seminary; Fr. Biagio, Canon of the Cathedral, had spent several years at Rome under the tutorship of Card. Antamori; Fr. Fenech, a priest of exemplary life, was skilful in theological affairs as well as in civil and canon law; Fr. Tej, an Austin friar, was a talented theologian. See *A.I.M., Mem.* 28, ff. 102r-104r.
116. *Ibid.*, ff. 97r-v.: ".....tutte le questioni, e liti, che possano venire in progresso di tempo intorno i detti Beni, e Contratti, debbano privativamente agitarsi, e discutersi in questo Tribunale., come pure porta, che gli Enfiteusi, Subenfiteusi, ecc., debbano esser convenuti e comparire in questo Tribunale., per occasione di debiti di Canone, e d'ogni altro incidente e questione, tanto per i Privileggi Fiscali, che gode incontrovertibilmente il Tribunale., quanto anche per una Lettera della Sacra Congne. dei 15 Nov., 1653."
117. *A.I.M., Corr.*, 96, f. 337v. 118. *A.I.M., Corr.*, 35, f. 69r. 119., *Ibid.*, f. 73r. 120. *A.I.M., Mem.* 28, ff. 96v-97r: ".....Dentro il termine d'un anno dalla stipolazione de' Contratti può il Tribunale., accettare nuove oblazioni per i beni sud., e darle ad altre Persone in Enfiteusi, quante volte il Canone annuo sia maggiore di quello, che si è ottenuto nel primo Contratto." 121. *A.I.M., Aeg. Act. Civ.*, C9, f. 303v.
122. *Ibid.*, ff. 309r-312v. 123. *Ibid.*, ff. 313r-316v.
124. Library, 357, *Notizie che Monsig. Inquisitore da al suo Successore nella Carica d'Inquisitore Delegato Apostolico in Malta*, between ff. 76r-77r.
125. H. Scicluna, "Acts and Documents relating to the French Occupation of Malta", *Archivum Melitense*, Vol. V, No. 5, p. 35, Order issued by Napoleon on 13 June 1798, Articles 1 and 2.
126. See Appendix 111.

APPENDIX II

The New Leases of 1792

	Lease	Tenant	Rent
1	L-Ghajn il-Kbira and l-Ghars.	Giuseppe Muscat and his son, Giovanni Maria, <i>ta' Hacla</i> or <i>ta' Francisc</i> , of Casal Siggeui.	1300 scudi
2(a)	<i>ta' Farsina</i>	Giuseppe Spiteri, <i>ta' Camrata</i> ,	26 scudi
(b)	<i>il-Habel</i>	of Citta Pinto.	44 scudi
3(a)	<i>ta' Geisep</i> , <i>Habel irRua</i> , <i>ta' Trinciera</i> .	Lorenzo Aquilina, <i>tal Milh</i> , of Casal Gargur.	
(b)	<i>Ta Lisi</i>		
(c)	<i>Ta Sciaret Francin</i>		67 scudi, 3 tari
4	<i>ta' Bugullar</i>	Antonio Borg, <i>ta' Caspan</i> , of Casal Siggeui.	101 scudi
5(a)	<i>Ta' Chicar</i>	Francesco Bugeia, <i>ta' Sigur</i>	25 scudi
(b)	<i>Ta' Birzelac</i>	or <i>ta' Balanza</i> , of Casal Zurric.	50 scudi
6	<i>Ta' Birgiabar</i>	Nicola Bonel'o, <i>tal Ballio</i> , of Casal Siggeui.	21 scudi
7(a)	<i>tal Uied Harip</i>	Giuseppe Felici, <i>ta' Rasu</i> , of	2 scudi, 6 tari
(b)	<i>tal Halia</i> or <i>il</i> <i>Chibira</i>	Casal Zurric.	1 scudo, 6 tari
(c)	<i>Ta' Torri tal-</i> <i>Uardia</i>		15 scudi
8	<i>Ta' Hosciddeima</i> or <i>tal Conslu</i>	Giuseppe Mangion, <i>tal Fahal</i> , of Casal Zurric.	34 scudi
9	<i>Ta' Sciolscia</i>	Maruzzo Cassar, <i>ta' Mancina</i> , Alessandro Portelli, <i>ta' Toni</i> , Salvatore Casha, <i>ta' Casha</i> , all of Casal Zabbar.	43 scudi
10	<i>Ta' Gifra</i>	Francesco Schembri, <i>ta' Gennien</i> , of Casal Zabbar.	4 scudi, 4 tari

11	<i>Ta' Issellum</i>	Francesco Cassar, nicknamed <i>Felic Mustaccia</i> , of Casal Zabbar.	25 scudi
12	<i>tal-Hudi</i>	Giovanni Maria Micallef, <i>Caporal</i> , of Citta Rohan.	7 scudi, 6 tari
13(a)	<i>ta' Censmata</i>	Giuseppe Farrugia, <i>Pasis</i> ,	25 scudi
(b)	<i>ta' Uiet Ischiahra</i>	and Giuseppe Attard, <i>ta' Sissu</i> ,	25 scudi
(c)	<i>ta' Brestel</i>	both of Casal Siggeui.	5 scudi
14(a)	<i>tal Chagra</i> or <i>tasseiba</i>	Giuseppe Zammit, and his son, Angelo, <i>ta' Ciuba</i> ,	10 scudi
(b)	<i>ta' Hoxilhasafar</i>	of Casal Crendi.	11 scudi
(c)	<i>il Buar ta' Sliba</i>		10 scudi
15(a)	<i>Ta' Torretta</i>	Andrea Cassar, <i>ta' Gariesci</i> ,	
(b)	<i>Ta' Sbibi</i>	of Casal Zeitun.	217 scudi
(c)	<i>Gebel il Borg</i>		
16	A mule-driven grinding mill.	Rev. Giovanni Battista Scevalier of Valletta.	6 scudi
17	<i>Ta' Biebirrua</i>	Rev. Francesco Paolo Xerri, of Mdina.	17 scudi
18	A piece of ground, surrounded by a wall, to the North of <i>l-Ghajn il-Kbira</i>	Giuseppe Muscat and his son, Gio. Maria, of Casal Siggeui.	6 tari

(A.I.M., Reg. Act. Civ. S. Officii, C9 (1791-1793)
ff. 115r-234r)

APPENDIX III

Government Property formerly owned by the Holy Office in Malta

Name of Tenement	Sheet No.	Tenement No.
Xaghret Frankin	22	926
Ta Lizi	22	927
(Wind)mill at Imriehel	76	826
Ta Wied Glayau or Issellum	82	728
Tal Ludi	89	744
Ta Farzina	90	110
Ta Xio'xia	109	730
Ghajn il Cbira and		
Wied ix-Xaghri	114	500
Censmota	114	667
Ta Gebel il Borg	120	4 (old no.) Transferred to GioMaria Spiteri on 21.11.59
Tal Hagra	128	797
Ta Bugullar	129	809
Tas-Suffara	148	808

(Government Rural Property Survey
Sheets. Lands Department).

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