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One House for €1: Case Studies on the Governance of Abandoned Properties in Small Villages

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Abstract: This proposal aims at analyzing the Italian initiative “Case a 1 €” launched in 2009 for the preservation of abandoned goods, in Gangi, a small village near Palermo. The Municipality has put for sale the ruined houses for the symbolic prize of 1 €. As this initiative has been imitated by other municipalities in Italy and thus become a model, my intention is to explore how it works based on two different levels of investigation, in terms of: 1) contractual schemes (parties and respective rights and obligations) and 2) policy choices, comparing proposed and achieved goals by the administrations and the parties. Some relevant issues arise after 12 years: is the initiative an appropriate answer for the management of abandoned properties, both private and public? Is it an effective instrument to undermine the idea that such properties are a burden? Can they become a resource for collective, social and economic development? Is it a model to regain cultural identity revitalizing the small, abandoned centers, promoting inclusion, participation and environmental sustainability? I will use both inductive and deductive methods, examining and comparing some case studies in Sicily, among those municipalities that adopted this policy (Cammarata, Sambuca, Gangi, Itala, Salemi, Regalbuto, Mussomeli and Saponara). In order to investigate level 1), I will identify the contractual frames and documents provided online by the Municipalities administrations. To find answers on level 2), I will analyze (when available) the number of goods transferred from private parties to Municipalities and of those finally assigned to the final buyer. I will interview the administration’s civil servants and the final buyers to understand if their expectations (private and collective) have been satisfied.

Keywords: regeneration of goods, abandoned properties, private law and public governance

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1 Introduction

The study analyzes the initiative “Case a 1 €”, which was launched in 2009 with the aim of preserving abandoned properties in Gangi, a small village near Palermo, in Sicily. The municipality put up for sale derelict houses for the symbolic price of €1.

As this initiative has since been imitated by other municipalities in Italy, and has thus become a model for revitalizing communities that are in decline, my intention here is to explore how the program works by pursuing two levels of investigation:

- 1) contractual schemes (determining what parties are involved and their respective rights and obligations) and
- 2) policy choices (determining whether the proposed goals were achieved by the administration and other relevant parties).

In the 12 years since the initiative was introduced, several questions have arisen. Is the initiative an appropriate solution for the management of abandoned properties, both private and public? Is it an effective instrument for challenging the assumption that such properties are a burden? Can these properties become a resource for collective, social, and economic development? Is the program a model for regaining cultural identity by revitalizing the abandoned centers of small communities, and by promoting inclusion, participation, and environmental sustainability?

In addressing these questions, I use both inductive (Holland et al. 1989; Vickers 2010, §2) and deductive methods (Dworkin 1986, 271; Hart 1961, 183) and qualitative and quantitative approaches (Hadfield 2009; Hall 2003; Spamann 2009) to examine and compare some case studies of municipalities in Italy that adopted this policy (Cammarata, Cianciana, Sambuca, Gangi, Favara, Itala, Salemi, Regalbuto, Mussomeli, San Piero Patti, and Saponara).

In order to investigate level 1), I have identified the contractual frames and documents provided online by the municipal administrations.

To provide the international reader (who is not Italian or a civil lawyer) with a better understanding of these issues, I use footnotes in which I discuss the meanings of certain legal concepts, categories, and institutions that cannot be translated directly from Italian into English (Sarcevic 1997, 145–160). When referring to those concepts, I either use the Italian term or a roughly equivalent English term. Moreover, I seek to provide adequate definitions and explanations for each of the categories I am using, and for the functions of the legal concepts cited (Jacometti and Pozzo 2018, 91–117).

To provide answers on level 2), I have analyzed (when available) the data and the results of the property transactions that involve the “cessione a titolo gratuito di diritti reali” from a private party; i.e., from the original owner to the final beneficiary who

acquired the real estate. While these transactions occurred with the intermediation of the municipality, they were undertaken directly by the private owner. I have interviewed civil servants at the municipal administrations and the final beneficiaries of these transactions about whether their expectations (private and collective) have been met.

The “Case a 1 €” initiative was launched by several Italian municipalities with the aim of stemming the outflow of the population and of revitalizing troubled areas. Thus, the public administrations of these municipalities have been pursuing urban regeneration (Roberts 2000) by seeking to repopulate picturesque villages that are being deserted as younger people are leaving and the elderly are slowly dying out.

While this unprecedented program struggled initially, it has recently gained in popularity. This long-term strategy is attractive for people who are looking for low-cost real estate investments in Italy, or for people who simply want to restore prestige to Italian villages that are famous for their extraordinary beauty and their historic atmosphere.

Moreover, the program could have a positive influence on the Italian real estate market by facilitating access to homes for young people, who are finding it increasingly difficult to obtain a mortgage.

Last but not least, the repopulation of these small villages promotes tourist activities, which can help to regenerate the local economies in these areas. To strengthen the tourism industry in these villages, the buildings that are transferred may be repurposed as boutique hotels or bed & breakfasts. Bigger projects involving multiple properties in the same village may be undertaken to create multi-building hotels or social housing, as was proposed in Gangi and Cammarata; or an open-air museum, as was done in Favara. In this paper, I present the urban regeneration experiences of two villages as case studies, even if the interventions and the policy choices that have been adopted can not always be intended as destined to commons (Ostrom 2012; Quarta and Spanò 2016; Reviglio 2008), while, more often as in Gangi and Cammarata to private properties and with some effects on commons (Lucarelli 2007a, 2007b; Mattei 2011; Mattei, Reviglio, and Rodotà 2007; Nivarra 2013).¹

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¹ A correct, proper and comprehensive definition of the notion of “commons” is not one of the goals of the analysis here provided. The scholars’ debate on it is huge and fuzzy. For all, see the contributions of other Authors in this volume and the references here provided (Mattei, Reviglio, and Rodotà 2007; Ostrom 1990; Ostrom 2012; Rodotà 2013).

2 Case Study One – Gangi

Gangi is an ancient Sicilian village in the province of Palermo, in the Madonie mountains. The village is located on the ruins of a Hellenic settlement that is perched on Mount Barone. Thus, the village is surrounded by greenery, and provides visitors with a breathtaking panorama. The old town of Gangi was completely rebuilt in 1300 following its destruction in the War of the Vespers in 1299.

The village, which has around 7000 inhabitants, started the “Case a 1 €” program in the 2009 with a public call. Additional public calls were announced in 2013, and then more recently in 2019. Through the Internet and social networks, the call that was originally posted on the institutional website of the municipality has attracted widespread attention.²

2.1 Contractual Schemes, Legal Categories, and Parties’ Obligations

To describe the contractual schemes, the parties’ obligations, and the legal categories associated with the initiative, I have chosen to analyze the experience in Gangi as a paradigmatic case among those that have been mapped and examined, as the other municipalities that have adopted the program have largely imitated the models and contractual frames developed in Gangi.

Indeed, there are signs that the model is attracting interest beyond the Italian legal system. For example, Professor Chie Nozawa from Tokyo University in Japan has been to Gangi to study the program (*Giornale di Sicilia* 2019; *Palermo Today* 2019) to evaluate opportunities to adopt it (Monateri 2003; Watson 1974), albeit with some adjustments,³ in rural areas of Japan that are currently in danger of being abandoned, and that would benefit from being repopulated.

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² Cfr. <https://www.comune.gangi.pa.it/>.

³ There is a huge body of comparative law literature on the reasons why a juridical solution, a legal model, or a rule might circulate and be imitated in other juridical experiences, starting with Alan Watson’s studies, and continuing with debates about different theories and approaches. Among these reasons are, generally, the prestige of the imitated model or its economic efficiencies or rhetorical and hegemonic narratives, and the capacity of the imitated model to respond to the underlying social needs. In particular, in Monateri’s theory, the main aspects of the import/export of rules and legal categories as crucial points in comparative law and politics are: 1) that normally, the process is not governed by the exporting party, but by the importing actors, and according to local strategies; 2) that because most of the legal systems in the world are “hybrids,” “pure” models are isolated historical cases, and are therefore relatively unimportant when considering how law really works in the global legal landscape.

With a public call that was posted on the institutional website and was publicized through a broad communication campaign in 2009, and that has since been reissued twice, the municipality has provided and continues to provide a list of houses that are eligible to be transferred by the owner to a beneficiary at no cost.

Thus, these properties are not being sold, but are instead being transferred through a process known as “*cessione a titolo gratuito*”⁴ (Gianola 2002, 2003; Sacco and De Nova 2004).

Each available immovable good that is listed on the municipality’s website is indicated with a number and a form, together with the relevant documents and maps. This list can be consulted by the requesting parties (potential “buyers”), and is continuously updated as houses are made available, or are removed because they have been transferred.

The website also provides a frame model for the acquisition request, which can be easily downloaded, in which the potential “buyer” must indicate the number of the property form s/he has chosen.

Thus, the parties involved in the transfer are:

- a) The owners of the properties, who are willing to transfer their properties for free, and who are obliged to continue to make their properties available to transfer for two years. Thus, the proposals received by the municipality will be included in a special register during this period.
- b) The municipality, which is committed to promoting the program through its institutional activities and website, as well as through the media, the Internet, and social networks. It prepares the documentation, and provides information and clarifications. It manages the assignments and the waiting list, but it is not involved in the contracts through which the properties are transferred.
- c) The beneficiaries, who are sometimes incorrectly called “buyers” in the frames and in online communications, probably for marketing reasons. The beneficiaries can be individuals, companies, or agencies involved in the building,

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⁴ “*Cessione a titolo gratuito*” can be defined as an agreement in which one party – i.e., the transferor – consents to transfer a right to another party – i.e., the transferee – for free. The transferee is not required to pay a price, as would be typical in the sale of goods. In our case, as we are talking about the transfer of property rights, the simple expression by the parties of the willingness to transfer the property and the willingness to accept the transfer are sufficient for the conclusion of the agreement (art. 1376 civil code) (Bianca 2000; Franzoni 2013). However, to protect third parties and to ensure that the entitlement to the immovable good has been made public, the agreement must be formalized in a notary deed and recorded in a special public register that records the ownership of and the rights to immovable goods and real estate assets (art. 2643, paragraph 1, civil code) (Boero 2021). The property cannot be claimed using a “*donazione*” (a gift agreement), because, in our case, the transferee has a number of obligations to fulfil, such as handling the administrative procedure for obtaining the license to rebuild and refurbish the property, making the payment for the “*polizza fideiussoria*,” and other minor obligations.

sale, or management of real estate for tourism or housing purposes; cultural, music, or sports associations; or other types of non-profit entities who want to use the property for their activities.

The beneficiaries or transferees are obliged to:

- Finalize the purchase within two months of the assignment, and to handle the expenses for the transfer of ownership.
- Secure the building immediately after the acquisition. If this is not done, the municipality will carry out the work while charging the expenses to the new owner.
- Prepare the renovation project within one year from the date of purchase.
- Start the refurbishing work within two months of the issuing of the necessary authorizations, and complete the work within three years.
- Ensure that all of these obligations are met, and secure a “polizza fideiussoria”,⁵ which is a guaranty or surety policy that is issued by a bank or an insurance company in the interest of the municipality for the amount of €5000. The “polizza fideiussoria” is valid for three years, and is intended to guarantee that the beneficiaries-transferees fulfil their obligations. In the case of non-fulfilment, the municipality might hold onto the sum (Giusti 1998; Vizzoni 2020).

The “buyer” must:

- Purchase the property by providing all of the required documentation.
- Provide a brief technical report that explains the refurbishing proposal, the intended use of the property, and the steps needed to rebuild the property.
- Secure a trust guarantee policy for the execution of the work, as noted above.

With a recent call to the general public in February 2019, the municipality has restated its commitment to the initiative, with some adjustments being made to the

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⁵ A “polizza fideiussoria” is a guarantee contract between a person called a guarantor who personally guarantees with his/her assets and that s/he will fulfil the obligations of a debtor in relation to his/her creditor. The surety policies are governed by article 1936 of the civil code, which outlines the main characteristics of and governs the functions, limits, and opportunities associated with the contract. As the definition indicates, the surety policy involves three main parties: 1) the entity that issues the policy (in our case, a bank or an insurance company), and therefore offers the guarantee, also called the guarantor; 2) the contracting party or the applicant for the surety, who is usually the debtor who requests a guarantee for his/her own obligation (in our case, the transferee of the property right); 3) the beneficiary of the surety, who is the creditor who holds a credit in relation to the debtor, and who requests a guarantee against this contract (in our case, the municipality). Among the English terms that might correspond to these concepts are “guarantee” or “surety policy.”

contractual scheme, and to the public administration's goals. In particular, the municipality has emphasized its intention "to collect an expression of interest for the acquisition of the properties indicated in art. 2 aimed at the redevelopment of the historic center with the simultaneous creation of a broad tourist accommodation network (a multi-building hotel), or of properties to be used for housing purposes."⁶

Thus, whereas the previous calls to the general public primarily led to acquisitions by private citizens, with the recent call, the municipality is promoting a more ambitious goal; i.e., of encouraging "the simultaneous creation of a broad tourist accommodation network."⁷

In terms of the contractual scheme and the legal categories involved, this second call is referred to as a "public call for the allocation of old buildings devolved free of charge by the owners for tourist, reception, or housing purposes." Thus, as in the previous calls, there is no reference to the sale of goods, or to the exchange of goods for price, even for €1. Instead, it is stated that transfer will occur through a free agreement, and not through an economic transaction, with the words "cessione gratuita a favore di Agenzie e/o Società e privati" (art. 1 of the public call).

In addition, in this second call, the period of the validity of the "polizza fideiusoria" that is secured for the benefit of the municipality has been increased to five years. Such a modification of the terms and conditions of the surety policy is considered adequate and correct, as in the Italian legal system, the permission to build and refurbish has an efficacy of three years,⁸ but it can be extended. Thus, it is considered appropriate to tie the validity of the "polizza fideiussoria" to the effective period of time the new owner has to complete the refurbishing work and, when applicable, the craft work. While the public call obliges the new owner to complete the work within three years from the issuing of the necessary authorizations, the period has often been extended. It is in the parties' best interests to agree to these terms, extending the validity of the surety policy longer than the time provided by the statute law for the building refurbishing license (three years), as an expression of their private autonomy. Thus, even if the municipality is not a private party in the real sense of the word, but it acts like a private in the agreement with the interested "buyer", and is not, as was noted above, a party to the agreement concerning the transmission of property rights from the transferor to the transferee.

Thus, it must be emphasized that the municipality cannot be considered a party to the property transfer agreement, and is indeed not mentioned as a party in

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⁶ The translation from Italian into English is by the author.

⁷ Again the translation from Italian into English is by the author.

⁸ Cfr. Art. 15 Testo unico edilizia, D.P.R. 6 giugno 2001, n. 380, "Efficacia temporale e decadenza del permesso di costruire".

the notary public deed, “cessione di diritti reali a titolo gratuito,” which gives a formal shape – i.e., a *vestimentum* – to the agreement. The municipality does not sign the deed.

The only aspects of the notary deed that affect the municipality’s position are those that may be included when there is a list of the obligations arising from the frame called “modulo per l’acquisizione di immobili vetusti” (“sample for the acquisition of property of old immovable goods”), which can be downloaded from the municipality website, and must be completed by any “buyer-transferee” seeking to express his/her intention to acquire a specific property among those listed. This agreement, expressed with the signature and the sending of the “sample” by the “buyer” to the municipality, obviously affects a procedural phase which comes before the notary deed, that transfers the property.

Thus, we have two contractual schemes: 1) the first between the interested “buyer” and the municipality (“sample for the acquisition of property of old immovable goods”); 2) the second between the owner and the “buyer-transferee”, in the form of the notary public deed, “cessione di diritti reali a titolo gratuito”.

In particular, in the event that the transferee does not fulfil his/her obligations, settled under the first, “the municipality will have the right to appropriate the sum guaranteed by the surety policy (polizza fideiussoria) or to acquire the property of the bargained good.”⁹

The municipality is, in any case, a party to the agreement, which is formally binding, with the transferee, who must comply with the obligations enumerated in the “frame-model for the acquisition request.” Thus, the municipality has contractual rights, which are the expression of a public interest in the regeneration of properties that are part of the urban texture (Thomas and Duncan 2000).

If the transferee does not meet the obligations listed in the “frame-model for the acquisition request,” the municipality can choose between two potential remedies: acquiring the property or cashing in the €5000 surety policy.

In my opinion, the acquisition of the immovable good poses many juridical and technical problems, because, as I noted, the free transfer of the property is from A transferor (“seller”) to B transferee (“buyer”), and the notary deed does not provide any terms and conditions under which the property can be transferred back to A or to the municipality in the case of a breach of contract by B. Moreover, if the property was transferred from A to B in the case of breach of contract by B, the property would have gone back to A if the deed had provided a *pactum de retrovendendo*;¹⁰ or, as would be better in our case, a *de retrocedendo*, as the previous

⁹ The translation is by the author.

¹⁰ A *pactum de retrovendendo* is an agreement under which the parties do not provide for the resolution of the original sale, but instead commit to eventually making a new sale in the opposite

contract was not a contract for the sale of goods (Bianca 1993; Greco and Cottino 1981; Rubino 1971; Mirabelli 1968). Another potential solution is a “*clausola risolutiva espressa*”¹¹ (Grondona 1998). Nonetheless, both of these remedies have effects that favor A, and that never directly favor the municipality. In addition, in both cases, the intervention of the court is needed, as it is hard to imagine that B would cooperate spontaneously. Moreover, the registration or notation of the judge’s decision or of a second deed in the public record for immovable goods will be needed in order to notify the general public of who holds the effective title to the property (art. 2643 cod. civ.).

Thus, I suggest that changes should be made to the frame-model offered by the municipality, and to the notary deeds that I have read. Indeed, I argue that the municipality has no interest at all in becoming the owner of the assets because of the economic and social costs that would be associated with doing so.

The point I want to stress is that because the property is transferred for free, the transferee has no relevant obligations to the transferor, except to pay the notary’s expenses (Morozzo Della Rocca 1998), whereas the municipality has significant obligations, as it seeks to protect the interests of the public by preserving the property, ensuring the revitalization of the urban texture, and promoting urban safety and decorum (Di Lascio and Giglioni 2017). Thus, if the private property rights are not exercised properly – i.e., fully and plainly – the municipality has the role of ensuring

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direction. The back-sale agreement is, therefore, a mandatory component of the overall agreement. In our case, the *pactum de retrocedendo* implies that the original transferor is not required to pay any price for taking back the property from the original transferee.

11 Under article 1456 of the Italian civil code, the “*clausola risolutiva espressa*” is the agreement under which the contracting parties expressly agree that the contract will be cancelled due to breach of contract in the event that a specific obligation is not fulfilled according to the terms and conditions provided by the contract. In such a case of rescission, each party must be reintegrated into the juridical situation in which they were before the agreement. The express termination clause gives the contractor the power to obtain the termination of the contract for non-fulfillment by the counterpart without having to prove its importance. In this case, the resolution occurs by law when the non-defaulting party (who has the right to choose between maintaining the contract and terminating it) declares to the other that s/he intend to make use of the termination clause. Instead, there is a termination condition (article 1353 of the Italian Civil Code) in which the parties delay the termination of the contract or of a single agreement until a future and as yet uncertain event occurs. If the termination condition occurs, the effects of the deal are considered to have never occurred (Vd. Corte Di Cassazione, Sezione II Civile, 2 Ottobre 2014, N. 20854, commented by A. Cecchetto, online at http://www.juscivile.it/contributi/2_Cecchetto_b.pdf). In our case, this means that A will return the property. In English, the relevant, but not perfectly homologous concepts that can be used to describe this agreement are “termination clause,” “avoidance clause,” “defeasance clause,” and “rescinding clause.”

the social function of the property (Marella 2014; Nivarra 2014), as provided by art. 42 of the Italian Constitution.¹²

Another important innovation in the 2019 public call is the participation of the local agent who has expressed interest in serving as a real estate intermediary,¹³ and who has agreed to participate in and collaborate with the initiative pro bono. The reasons for this formal mention in the public call are obvious, as in recent years, the agent has helped the municipality in communicating with individuals who might be interested in acquiring immovable goods in Gangi.

2.2 Level 2. Number, Results, and Expectations

Moreover, in recent years, interest in sustainable tourism and the trend toward abandoning big cities in favor of small towns where the quality of life is higher and the cost of living is lower have led to Gangi and its small real estate market attracting more attention, even among buyers who are not interested in the “Case a 1 €” program.

From the interviews I have conducted and recorded, it has emerged that the “Case a 1 €” initiative has had large effects, as it has been a driving force that has led to an increase in the sale of houses in which the local agent has played an active and professional role.

This is a good example of cooperation between public and private entities, whereby the municipality serves as the public administrator by monitoring and controlling the procedures and terms and conditions for the refurbishing work; while the agent, who is a private person, acts as an intermediary. Allowing these positions and competencies to become less clear is not a good idea. If, for example, the public administrator acted as a private person, the important public interests that are involved may be neglected (Von Boxmeer and Beckhoven 2005).

In response to my questions, a representative of the municipality described the municipality’s role and competences, and clarified that the program does not imply that the properties are transferred to the municipality. Instead, the official explained, the municipality supports the willingness of citizens to transfer their properties to third parties free of charge: “The municipality acts as an intermediary, advertises and updates on the institutional website all the materials relating

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¹² Art. 42 of the Italian Constitution states that “Ownership is public or private. Economic assets belong to the State, to entities or to private individuals. Private property is recognized and guaranteed by the law, which determines the methods of acquisition, enjoyment and limits in order to ensure its social function and make it accessible to all people.”

¹³ Immobiliare Cilibrasi, by Cilibrasi Alessandro. I have interviewed the legal representative of the company twice: on April 7, 2021, and on April, 20, 2021.

to the initiative, collects and examines the various requests and expressions of interest, prepares the files and all the administrative requirements relating to the assignment of the property, and sends the documents to the notary's office. After further verification and the acquisition of all documents, the definitive signing of the deed will proceed, thus completing the process for the acquisition of the property."

Reports of the concrete experiences of those involved in these transfers, which I collected through many meetings and interviews with the public officials¹⁴ and consultants¹⁵ who work for the municipality, as well as with some transferees,¹⁶ indicate that since 2009, the municipality has received 45 proposals from original owners who expressed their intention to transfer their properties to third parties for free. Out of these 45 proposals, 18 properties have been offered through the program. Out of those 18 houses, 13 have since been transferred through a notary public deed, while five of them are due to be transferred in 2021.

Most of the transferees are private individuals who have acquired the properties for personal reasons, or to rent them out occasionally and seasonally. Only one of the houses that has been refurbished is expected to be used as a bed & breakfast. Thus, it appears that the assets have been requalified for use as private housing or as tourist accommodations (the B&B and other properties mainly rent rooms to tourists on a weekly or monthly basis).

When I asked about the program's effects on Gangi's urban and social texture, a municipal official I interviewed told me that while the new inhabitants include both Italians and foreigners, most are Italians, and are, in particular, Sicilians. Most reside in Gangi seasonally, during spring or summer, or for holiday periods and on weekends, but not year round. Moreover, the initiative has not brought about the return of people who had abandoned the village in the past for family or economic reasons. In only one case was the transferee a person who was already living in Gangi.

However, to these numbers we should add the effects on the village's real estate market, which has, according to the local real estate agent, benefited from the program. The agent has reported that over the last 10 years, 30 houses have been sold in the village, either directly by private owners or through the agent himself. These buyers were people who arrived in Gangi because they were interested in the "Case a 1 €" program, but who ultimately decided to buy a house

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14 Thanks to the mayor, Mr. Francesco Paolo Migliazzo, I have interviewed two officials, Mr. Ing. Giandomenico Lo Pizzo and Ms. Maria Saporito.

15 The legal representative of the local Immobiliare Cilibrasi, Mr. Alessandro Cilibrasi, is an agent who has served as an intermediary between many sellers and buyers.

16 One who should be mentioned is Mr. Ignazio Tuzzolino. He was a buyer, but because he is an engineer, he has become after his acquisition of an abandoned property also a consultant for the mayor on the ongoing project.

at a higher price (from €5000 to €20,000), likely because the general conditions of the properties for sale were better than those listed by the municipality for free, and were thus associated with lower renovation costs.

In terms of the parties involved in the “Case a 1 €” initiative, a municipality summary report sent to me on April 8, 2021, indicated that the transferees have been largely complying with the abovementioned obligations. Even in cases of breach of contract, the municipality has never enforced the surety policy and collected the sum provided, or taken action to obtain the rights to the property in question. This is because the public administration has no interest in owning derelict properties, as noted above.

One problem that has arisen is that the municipality has had difficulties monitoring the timing of the refurbishing work, and ensuring that the planned activities have occurred on schedule at to an adequate standard.

In this sense, there has been a dissociation between the model as presented in the rules and provided by the contractual frames on the one hand, and the operational solutions adopted in practice on the other.

To manage the program more efficiently, the municipality should consider reorganizing the human resources and expertise of the office that are devoted to the initiative. In practice, the municipality’s competences and powers do not end when the deed is signed before the notary, as they continue to play a role until the renovation work is completed over the following 3–5 years.

As the consultant for the municipality emphasized during his interview,¹⁷ some critical issues have yet to be resolved, including the following:

- When a house is assigned in response to an expression of interest by the potential transferee, the public officials are unable to finalize the transfer quickly. In most cases, the notary deed step is not reached until one or more years after the initial assignment, in part because the owners of the asset often include many co-heirs who live in different cities or countries.
- Controls of the transferee’s compliance with the terms and conditions and the execution of the renovation work are not stringent. Thus, the work may not be completed punctually, despite the conditions that were explicitly laid out in the assignment phase of the property transfer.
- There is no database on the individuals who have contacted the municipality for information on the initiative.
- A more extensive and accurate preventive analysis should be carried out in order to identify the properties that may be suitable for a free transfer. Such an analysis is needed to determine whether the properties have the technical characteristics necessary to lawfully conclude the transaction. The consultant

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¹⁷ Engineer Ignazio Tuzzolino, interviewed on April 10, 2021, on Skype.

noted that for some assets, there were problems of a cadastral or urbanistic nature, or it was difficult to identify the original owners.

- There are a few properties that were transferred free of charge, and therefore with a regular notary deed, for which the subsequent renovation phase has never begun. In these cases, the surety has never been enforced, and no action is planned to again include the property among those that can be transferred free of charge to potential interested third parties.

On this point, I have already suggested the solution of a “*clausola risolutiva espressa*,” or a *pactum de retrocedendo*. As I noted above, the municipality has no interest in acquiring the derelict properties, as such a transaction will have economic costs (deed expenses and the costs associated with ensuring that the property is in a presentable and safe state). Moreover, there are the technical and political problems that I discussed above. For the same reasons, the transferor also has no interest in having his/her rights to the property back. Thus, the legal terms may have no practical relevance, and the only effective weapon of the municipality against a breach of contract by the transferee could be the “*polizza fideiussoria*.”

The goals of the municipality have been and continue to be to recover and enhance uninhabited and abandoned properties of in the historical center, and to counteract the depopulation of the ancient village, which was otherwise destined to be forgotten by geographical maps and travelers. Actually, the recovery and retraining renovation of the properties has allowed the redevelopment of the historical part of the village only partly and seasonally, but the initiative has not achieved the goal of the establishment of a new residential community, bringing in new permanent residents. Thus, while the program has contributed lightly to the socio-economic growth of the village, it appears to have contributed less than had been expected by the administration and the community.

Challenges associated with repopulation have been reported elsewhere in Sicily and all over the world, albeit for different reasons, and communities have pursued a range of strategies to address these problems (Wollmann 2006).

The village of Cammarata (AG) has also considered using the “Case a 1 €” program as part of its repopulation strategy. The contractual schemes and the procedures adopted in Cammarata are the same as those used in Gangi, but the municipality has developed specific criteria to ensure that the houses are assigned to families and stable residents.

Unlike other municipalities in Sicily, Cammarata has adopted specific “criteria for property allocation.” In particular, if there are multiple requests for the same asset, the allocation is based attributing to the applicants points according to these criteria:

- No other property owned in the municipality: five points
- Young couple living together for at least 12 months with children: 30 points

- Young couple or *de facto* couple living together for at least 12 months without children: 29 points
- Young person up to 30 years old: 25 points
- Mother, father, divorced, widower of either sex: 35 points
- Intention to combine the immovable good with an adjacent and neighboring good: 20 points
- Intention to combine the immovable good with a garage or cellar within 100 m: five points
- Intention to generate new productive or commercial activities: 27 points
- Young person up to 39 years old who intends to generate new productive or commercial activities: 28 points

The Urban Planning Manager will review the requests and compile the waiting lists according to the above criteria.¹⁸

While these criteria can provide an outline of the kinds of public policies that could help to ensure that the initiative meets its aim of promoting repopulation, in reality, the need to resolve conflicts in cases in which more than one request has been made to acquire the same asset has been minimal to inexistent.

Evaluating the results using a comprehensive approach, it appears that the social and economic systems in and around the villages have benefited of the program. Among those businesses and individuals who have benefited are local construction companies who have carried out the refurbishing work; architects and technicians who have contributed to the completion of the documentation that was needed for the authorizations to rebuild and refurbish the houses; notaries who have prepared the deeds; real estate agents; and private homeowners who have been able to sell their property outside of the program and not free of charge, albeit often at a low price.

Parts of the buildings, stairs, and common areas of the village that are adjacent to the newly acquired houses have been refurbished by the new owners, as they have an interest in ensuring that these areas are secure and attractive.

From the interviews, I concluded that for Gangi, the program did not achieve the aim of repopulating the village, because, as I noted above, most of the houses that have been acquired have been used seasonally or on weekends. The initiative has not resulted in new permanent residents moving into the community.

With the last public call, the municipality sought to advance the goal of creating a “albergo diffuso,” or a hotel spread over several buildings, which was

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¹⁸ See <https://www.comune.cammarata.ag.it/cammarata/zf/index.php/servizi-aggiuntivi/index/index/idtesto/20017>.

initially proposed in 2011 by an individual who expressed an interest in acquiring a large number of houses. However, the hotel was not realized, because the application (for 10 houses) was not filed correctly or on time. Thus, some of the houses that were requested by the applicant were reassigned by the municipality to private individuals who were not involved in the tourism sector. However, the idea could have merit given that Gangi is an ancient “borgo,” and was named “Comune Gioello d’Italia” in 2012 and “Uno dei borghi più belli d’Italia” in 2014. In addition, the village is part of the “Le plus beaux villages de la terre” circuit.

In sum, I believe that the issue of the repopulation of the village must be taken seriously by the administration, because while Gangi currently has 7000 inhabitants, this figure is down from 12,000 inhabitants 10 years ago, and the population is becoming older.

On April 30, 2021, the Municipality has deliberated to stipulate a Protocol with the start-up HeadQuarter Village from Tuscany, with the intention to transform Gangi in a widespread, sustainable, resilient company headquarters adapted to the new needs of the smart worker.

In particular, the start-up’ project aims at introducing the Village into a network of international prestige that will allow to increase the tourist flow in the city, employment opportunities and social and economic interactions.

The start-up HeadQuarter Village, which aims to enhance the Italian villages, is convinced that Gangi is an excellent territory and that it has every chance to propose itself as HQVillage: a widespread, sustainable and resilient company headquarters, which offers useful services to people and their well-being.

The Municipality of Gangi, involving homeowners and operators in the local hotel sector, will propose the services that the city offers for the smart work of Italian and European companies, in addition to accommodation.

In the next months, the HQVillage showcase will be online, presenting the Municipality of Gangi, together with others, as the ideal place to do Smart Working. Subsequently, real estate owners will be able to register their homes on the showcase for free and without any exclusivity. The HQVillage team, in synergy with local professionals, is available to those who need to adapt their property to this type of hospitality, aimed at attracting people all year round, for medium-long periods, and to raise the property value.

In the best auspices, at the end of the summer, Smart Workers from all over the world will begin to experience Gangi, bringing energy and work, thus giving the local administration the opportunity to think about its series of new and renewed services.

The Mayor Francesco Migliazzo, underlines that “at the end of the pandemic tunnel, we are going through and which we hope is behind us, it is necessary to build a future for Gangi that also knows how to gather the opportunities that these

months past have left us. Inserting Gangi into increasingly sustainable and international circuits is the program that we are carrying out all together: the municipal council team and the many friends who are helping us and the others who want to do it”.¹⁹

3 Case Study 2 – Favara

The case of Favara is very different from that of Gangi, because Favara does not have any special historical or cultural characteristics that would have justified using policy measures to develop it as a tourist destination. Thus, in Favara, the aims of the “Case a 1 €” program have been different from those in Gangi.

In the context of the municipality of Favara, “Case a 1 €” program has contributed to the realization of a more comprehensive strategy of promoting the cultural renaissance of the municipality that has been developed in large part by Andrea Bartoli, who is the notary of Favara. Bartoli’s efforts have helped to transform Favara into one of the main centers in Italy for alternative intellectuals, artists, architects, and creative professionals.

This approach is not particularly new. There have been several communities in Sicily that have pursued this strategy over the last 50 years. For example, the municipality of Gibellina in the area of Valle del Belice, moved in this direction in the wake of a terrible earthquake (1968). The reconstruction of these municipalities was facilitated through interventions by Giò Pomodoro, Alberto Burri and other important artists. Similarly, Antonio Presti, the patron of the open-air sculpture museum in north-eastern Sicily, Fiumara d’Arte (Tusa – ME), has stated his desire to use imagination and beauty to change society (Florida 2004).

Bartoli’s original idea was to transform the historic center of Favara with its Farm Cultural Park by exploiting the opportunities that arose because of Favara’s deterioration and exceptionally low real estate values. By introducing sane and dissonant contemporary architecture, he performed courageous, colorful, and energetic interventions by mobilizing architects and artists who worked alongside individuals committed to the recovery of the community (Lombardo 2013).

Thus, the Seven Courtyards was realized. Within a few years, the project had stimulated investments of €20 million, and led to the creation of around a hundred jobs. Prior to the onset of the Covid-19 pandemic, the park was attracting an average of 120,000 visitors a year.

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¹⁹ See <https://www.comune.gangi.pa.it/ufficio-stampa/gangi-nella-rete-internazionale-di-hq-village/>, retrieved on May, 27, 2021.

Bartoli sought to answer the following question: How can southern Italian villages and towns that do not have any outstanding qualities be revitalized? His goal was to develop a strategy for lifting the fortunes of municipalities that do not have medieval castles, enchanting town centers, or beautiful natural locations of the sort that would attract high-end tourists. Instead, his aim was to help communities that are derelict, often ugly places where the buildings are falling apart and the people are leaving.

Of course, the process of revitalization did not always go smoothly in Favara. Rather than rewarding him for his efforts, the public institutions and the municipal authorities in Favara often treated Bartoli with indifference and detachment, or even with open hostility. For example, at one point the local authorities seized several of the park's temporary installations, and accused the artists of illegal occupation of public areas. Fortunately, these issues were resolved thanks to the outcry prompted by a publicity campaign through social media and other communication channels. Indeed, as is often the case, the persecution ended up discrediting the persecutors and benefiting the cause of the park. This example also shows the potential value of establishing contemporary art and independent cultural centers in remote areas. A few weeks after the installations were seized by the municipal administration, the public prosecutor's office ordered that they be released (Marrazzo 2017).

3.1 The Core of FARM CULTURAL PARK: I Sette Cortili (the Seven Courtyards)

The Farm Cultural Park was officially founded on June 25, 2010, by Andrea Bartoli and his wife Florinda Saieva in response to the tragic collapse of a building that occurred in Favara at the beginning of that year in which two girls died. The event shocked the entire community, and led the professional couple to move forward the project by two years.

Before 2010, the Seven Courtyards were largely forgotten and abandoned, except as sites of small-scale illegal trading (Atkinson 2000). After the collapse of the building in 2010, the fate of this part of Favara was clear: i.e., for safety reasons, the Seven Courtyards had to be either demolished or sealed off with high walls made of tuff blocks.

The project started in March 2010, when the notary and his wife began renovating the first two buildings.

3.2 Human Capital

Andrea Bartoli, the notary who bought a large number of old and abandoned houses for €1 in Favara in order to repurpose them as new spaces for the Farm

Cultural Park, is also an indefatigable mentor and promoter of talent and human capital (Alder and Kwon 2002). He was aware that over the years, Sicilian universities have produced many good architects who have often been forced to emigrate or to work in obscure provincial offices. There is, for example, a joke that there are more architects on the Palermo-Barcelona flight than there are in a classroom of an architecture faculty in northern Europe. Bartoli gave some of these architects a chance by providing them with a platform to show that their work can be much more interesting if a virtuous circle is activated (Coleman 1988).

Bartoli is an irrepressible promoter of urban renewal, and he knows the value of spreading the news of his project through the media. In addition, as a shrewd notary, he understands that after an initial phase in which enthusiasm counts more than organization, every initiative must become an institution – in short, it must be structured (Hemphill et al. 2006).

3.3 Urban Gardens and Contemporary Art

The urban center of Favara has grown dramatically through spontaneous construction, without any urban planning or adherence to public regulations. Thus, the development has followed the principle of the maximum exploitation of the land. In addition, there has been considerable emigration out the town, which has led to the historic center being largely abandoned.

In particular, in the area of Via Reale, there are many decrepit and abandoned private homes that are in danger of collapse. The few people who continue to live in the area are mainly at-risk individuals who belong to the lower socioeconomic classes. Thus, this district is seen as detached from the rest of the city.

To help revitalize this neighborhood, a workshop has been held on September 13–17, 2021, that is based on the design work of the “Ortocapovolto” association of Palermo and the Architecture for Humanity – UK team, who seek to guide people involved in the construction of urban gardens (Mark, Cashdan, and Paxson 1984). The aim of the workshop is to help young people and inhabitants of the neighborhood create a large-scale urban garden that can serve as a source of sustenance, albeit limited, for the population in the area. Thus, the garden is expected to be a hub of aggregation and a catalyst that will cause people from other parts of the city to become interested in the garden as an example of good practices and the circular economy (Francis, Cashdan, and Lynn 1984).

The globalization of urban design and of landscape conventions has led to the loss of environmental and cultural integrity. Thus, for decades, concerned scholars from different parts of the world have proposed principles for environmentally and culturally sensitive regional design, which include knowing the place, maintaining a sense of

history, promoting environmental learning, and having direct experience; i.e., “doing as little as possible,” sustainability, and “starting where it’s easiest” (Hough 1990).

The Farm Cultural Park has become a stable location for temporary and permanent exhibitions, architectural festivals, art and wall installations, and a “scattered museum” of contemporary art “a cielo aperto”, but the story and the evolution of this open-air art project provide us with some critical insights.

3.4 Critical Insights into Favara’s Successes and Failures

In recent years, there has been an important debate among scholars and public officials about cultural development in Italy (Marella 2011, 2012). This new discussion has inspired a number of changes (Lucarelli 2011). First, the public sector has initiated reforms in both the organizational structure of the management of cultural heritage, and in the ways in which initiatives to stimulate demand are launched (Balestrieri 1998). In addition, various models of development and cultural enhancement have emerged that have their roots in private initiatives, such as the initiation of urban redevelopment projects, the creation of “start-up incubators,” and the establishment of centers dedicated to the culture and entrepreneurship of the cultural and creative industries. These centers have been started in many Italian cities, such as Turin, Palermo, and Naples, as well as in other countries, such as in Hoxton, London, in the UK (Pratt 2009).

Each of these initiatives has, in turn, given rise to both successes and failures: the public reforms have focused more on formal than substantive aspects; the urban regeneration projects are often concerned exclusively with activities that benefit the real estate sector; the business incubators are not always efficient; and the construction of cultural centers has often resulted in initiatives that are copies of previous projects, and that do not really enrich the cultural, social, and entrepreneurial fabric of the local area.

While there have been as many successes as failures in this realm, it is evident is that at present, Italy lacks a medium-term vision that guides the different initiatives toward achieving common objectives.

What, then, is the right model of cultural development for our country, for our regions, and for our cities or small municipalities? There is no single recipe. But between the rigid application of validated models and extreme relativism that prevents the creation of a common theme there is an almost infinite number of solutions (Von Boxmeer and Beckhoven 2005).

There are at least two models that are becoming more established: first, a model in which the public sector provides a centralizing push; and, second, a model in which a private non-profit engages in interventions that aim to promote a “social” vision of culture (Arena 2005 and 2006).

This pattern reflects the developments that have already occurred with the establishment of associations, and has been confirmed in sectors beyond those in the cultural realm: namely, one in which the actors view “profit” and economic dynamics in general with suspicion (Consorti, Gori, and Rossi 2021).

We must not be fooled by the new mantra of sustainability, because neither the public nor “associationism” initiatives really have “sustainable” models: the former can create a tax burden for citizens, while the latter can be a burden for workers who are often not paid (Bevir and Rhodes 2003).

While the Farm Cultural Park is sometimes touted as reflecting best practices for cultural and economic development in Sicily, its founder Andrea Bartoli has acknowledged many times in many interviews and through social networks that this model is not “sustainable” (Ball and Maginn 2005).

In short, while the park was started as a philanthropic initiative, it will need public financial support and ticket sales to survive. It is clear that the latter will not be sufficient.

The Favara experience is a model that is unlikely to become sustainable because the area needs investments in mobility and infrastructure, as well as in culture.

This brings us back to the two main objections that can be raised about the “philanthropic” development model for culture. The first objection, which is of a conceptual nature, is that if cultural projects (which should be an opportunity for economic development) are relegated to philanthropic initiatives, the development of business models that can guarantee a future for the participants not be supported. The second objection, which is of a practical nature, concerns the types of the investments (Kaplan 1990).

The Favara case is paradigmatic: while a worthy initiative can be launched through philanthropic commitment, such projects are not a substitute for investments in infrastructure. In other legal systems, these critical issues have been resolved through collaboration between non-profit, public, and private for profit entities, and the adoption of a similar approach has also been discussed in Italy (Musella and Santoro 2012). However, as the Italian model for urban regeneration has long been characterized by the efforts of people who have built their careers within associations and the public sector, it is likely that “path dependency” (Cooter et al. 2006) will make it difficult to introduce such reforms.

4 Conclusions

These Gangi, Cammarata and Favara case studies are paradigmatic examples of urban regeneration initiatives, which currently play a key role in the governance

policies of cities and villages, and thus illustrate the limits and the positive outcomes of such programs. The recovery of abandoned buildings and deindustrialized areas, the shared use of public spaces, the reuse and enhancement of public and private assets for cultural purposes, and the reassignment of assets confiscated from crime are just some of the forms this regeneration process can take. These interventions can change not only the social relations of entire communities, but also the relationships between citizens and public authorities (Vesto 2014). The results of innovative research based on a methodological approach that does not neglect the analysis of cases and practices suggest that there is a need to investigate the legal consequences of regeneration projects. What does it mean to regenerate the spaces and assets of an urban context? What are the most effective tools for carrying out these interventions? How can the sharing of the management of regeneration processes between the administration and private individuals be promoted? Can the tax system provide incentives? At the heart of the reflections on these issues is the desire to design a system of democratic governance of urban regeneration (Wollmann 2006) in which the local administration and the citizens take active and conscious roles in caring for the interests of the public and the welfare of the community (Mattei and Quarta 2018).

References

- Adler, P. S., and S.-W. Kwon. 2002. "Social Capital: Prospects for a New Concept." *Academy of Management Review* 27 (1): 17–40.
- Arena, G. 2005. "Sussidiarietà e solidarietà." *Impresa Sociale* 25: 14–27.
- Arena, G. 2006. *Cittadini attivi. Un altro modo di pensare l'Italia*. Roma-Bari: Laterza.
- Atkinson, R. 2000. "Combating Social Exclusion in Europe: The New Urban Policy Challenge." *Urban Studies* 37 (5–6): 1037–55.
- Ball, M., and P. J. Maginn. 2005. "Urban Change and Conflict: Evaluating the Role of Partnerships in Urban Regeneration." *Housing Studies* 20 (1): 9–28. The UK.
- Balestrieri, A. M. 1998. "Sussidiarietà, territorio, cooperazione tra mano pubblica e soggetti privati. Spunti per un inquadramento giuridico." *Diritto Amministrativo* 615.
- Bevir, M., and R. A. W. Rhodes. 2003. "Searching for Civil Society: Changing Patterns of Governance in Britain." *Public Administration* 81 (1): 41–61.
- Bianca, M. 1993. "La Vendita e la Permuta." In *Trattato di Diritto Civile*, Vol. VII, edited by Vassalli, 1–2. Torino: Utet.
- Bianca, M. 2000. *Diritto Civile*, Vol. 3. Milano: Giuffrè. Il Contratto.
- Boero, P. 2021. "La Trascrizione Immobiliare. I Trasferimenti e i Vincoli." In *Trattato di Diritto Civile e Commerciale*. Milano: Giuffrè.
- Cecchetto, A. 2014. "Commento a Corte di Cassazione, Sezione II Civile, 2 Ottobre 2014, n. 20854." In *Ius Civile*, Vol. 2. Also available online at http://www.juscivile.it/contributi/2_Cecchetto_b.pdf.

- Coleman, J. S. 1988. "Social Capital and the Creation of Human Capital." *American Journal of Sociology* 94 (Suppl): S95–S120.
- Consorti, P., L. Gori, and E. Rossi. 2021. *Diritto del terzo settore*. Bologna: Il Mulino.
- Cooter, R., U. Mattei, P. G. Monateri, and R. Pardolesi. 2006. *Il Mercato delle regole. Analisi Economica del Diritto Civile*. Bologna: Il Mulino.
- Di Lascio, F., and F. Giglioni. 2017. *La rigenerazione di beni e spazi urbani. Contributi al diritto delle città*. Bologna: Il Mulino.
- Dworkin, R. 1986. *Law's Empire*. Harvard: Harvard University Press.
- Florida, R. 2004. *The Rise of the Creative Classes*. New York: Basic Books.
- Francis, M., L. Cashdan, and P. Lynn. 1984. *Community Open Spaces: Greening Neighborhoods through Community Action and Land Conservation*. Washington: Island Press.
- Franzoni, M. 2013. "Degli Effetti del Contratto. Artt. 1374-1381. Vol. 2. Integrazione del Contratto. Suoi Effetti Reali e Obbligatori." In *Il Codice Civile*. Milano: Giuffrè. Commentario.
- Gianola, A. 2002. *Atto gratuito, Atto Liberale – Ai Confini della Donazione*. Milano: Giuffrè.
- Giusti, A. 1998. "La fideiussione e il Mandato di Credito." In *Trattato di Diritto Civile e Commerciale*, edited by A. Cicu, and M. Francesco. Milano: Giuffrè.
- Greco, P., and G. Cottino. 1981. "Della Vendita (artt. 1470-1547)." In *Commentario al Codice Civile*, edited by Scialoja and Branca. Roma: Zanichelli.
- Grondona, M. 1998. *La Clausola Risolutiva Espressa*. Milano: Giuffrè.
- Hadfield, G. 2009. "The Strategy of Methodology: The Virtues of Being Reductionist for Comparative Law." *University of Toronto Law Journal* 59 (2): 223–35.
- Hall, P. A. 2003. "Aligning Ontology and Methodology in Comparative Research." In *Comparative Historical Analysis in the Social Sciences*, edited by J. Mahoney, and D. Rueschemeyer. Cambridge: Cambridge University Press. chap. 11, 173.
- Hart, H. L. A. 1961. *The Concept of Law*. London: Clarendon Law Series.
- Hemphill, L., S. Mc Greal, J. Berry, and S. Watson. 2006. "Leadership, Power and Multisector Urban Regeneration Partnerships." *Urban Studies* 43 (1): 59–80.
- Holland, J. H., K. J. Holyoak, R. E. Nisbett, and P. R. Thagard. 1989. *Processes of Inference, Learning and Discovery*. Cambridge, London: The MIT Press.
- Hough, M. 1990. *Out of Place: Restoring Identity to the Regional Landscape*. New Haven/London: Yale University Press.
- Jacometti, V., and B. Pozzo. 2018. *Traduttologia e Linguaggio Giuridico*. Milano: Wolters Kluwer Cedam.
- Kaplan, M. 1990. "Infrastructure Policy, Repetitive Studies, Uneven Response, Next Steps." *Urban Affairs Quarterly* 25 (3): 371–88.
- Lombardo, E. 2013. "L'Arte ha Invaso favara con i Cercatori di Bellezza." *La Repubblica Palermo*. https://palermo.repubblica.it/cronaca/2013/08/14/foto/l_arte_ha_invaso_favara_con_i_cercatori_di_bellezza-64770008/17/#1.
- Lucarelli, A. 2007a. "Introduzione: verso una teoria giuridica dei beni comuni." *Rassegna di Diritto Pubblico Europeo* 2: 3–10.
- Lucarelli, A. 2007b. "Note minime per una teoria giuridica dei beni comuni." *Quale Stato*: 87–98.
- Lucarelli, A., ed. 2011. *Beni comuni. Dalla teoria all'azione politica*. Napoli: ESI.
- Marella, M. R. 2011. "Il diritto dei beni comuni Un invito alla discussione." *Rivista Critica Diritto Privato* (1): 103–18.
- Marella, M. R. 2012. *Oltre il pubblico e il privato. Per un diritto dei beni comuni*. Verona: Ombre Corte.

- Marella, M. R. 2014. "La funzione sociale oltre la proprietà." *Euronomade*. <http://www.euronomade.info/?p=2114>.
- Mark, F., L. Cashdan, and L. Paxson. 1984. *Community Open Spaces: Greening Neighborhoods Through Community Action and Land Conservation*. Washington, DC/Covelo, CA: Island Press.
- Marrazzo, D. 2017. "Burocrazia e Permessi Rischiamo di Bloccare il Farm Cultural Park di Favara." *Il sole 24 Ore*, https://www.ilsole24ore.com/art/burocrazia-e-permessi-rischiano-bloccare-farm-cultural-park-favara-AEPE5NAC?refresh_ce=1.
- Mattei, U., E. Reviglio, and S. Rodotà. 2007. *Invertire la rotta. Idee per una riforma della proprietà pubblica*. Bologna: Il Mulino.
- Mattei, U. 2011. *Beni comuni. Un manifesto*. Roma: Laterza.
- Mattei, U., and A. Quarta. 2018. *Punto di svolta. Ecologia, tecnologia e diritto privato. Dal capitale ai beni comuni*. Torino: Aboca.
- Mirabelli, G. 1968. "Dei Singoli Contratti." In *Commentario al Codice Civile*, Vol. IV. Torino: Utet.
- Monateri, P. G. 2003. "The 'Weak Law': Contaminations and Legal Cultures. Borrowing of Legal and Political Forms." *Transnat'l Law & Contemporary Probs* 13: 575.
- Morozzo Della Rocca, P. 1998. *Gratuità, Liberalità, Solidarietà*. Milano: Giuffrè.
- Musella, M., and M. Santoro, ed. 2012. *L'economia sociale nell'era della sussidiarietà orizzontale*. Torino: Giappichelli.
- Nivarra, L. 2013. I beni comuni uni e trini ed il capitalismo proprietario 599. www.juscivile.it.
- Nivarra, L. 2014. "La funzione sociale delle proprietà: dalla strategia alla tattica." *Rivista Critica del Diritto Privato* 31 (4): 503–30.
- Ostrom, E. 1990. *Governing the Commons: The Evolution of Institutions for Collective Action*. Cambridge: Cambridge University Press.
- Ostrom, E., ed. 2012. *The Future of the Commons: Beyond Market Failure and Government Regulations*. London: IEA.
- Quarta, A., and M. Spanò, ed. 2016. *Benicomuni 2.0. Controegemonia e nuove istituzioni*. Milano: Mimesis.
- Redazione. 2019. "La case a un euro a Gangi fanno scuola, nel borgo arrivano i giapponesi." *Palermo Today*. <https://www.palermotoday.it/attualita/case-un-euro-gangi-visita-giapponesi.html><https://www.palermotoday.it/attualita/case-un-euro-gangi-visita-giapponesi.html>.
- Redazione. 2019b. "Case a 1 euro, Tokyo studia l'iniziativa: ingegnere in missione a Gangi." *Giornale di Sicilia*. <https://palermo.gds.it/articoli/economia/2019/09/20/case-a-1-euro-tokyo-studia-liniziativa-ingegnere-in-missione-a-gangi-bcbc22af-b51e-4d1c-ba90-28c5fe20b99d/>.
- Reviglio, E. 2008. "Per una riforma del regime giuridico dei beni pubblici. Le proposte della Commissione Rodotà." *Politica del Diritto* (3): 531–6.
- Roberts, P. 2000. "The Evolution, Definition and Purpose of Urban Regeneration." In *Urban Regeneration: A Handbook*, edited by P. Roberts, and H. Sykes, 9–36. London: Sage Publications.
- Rodotà, S. 2013. *Il terribile diritto. Studi sulla proprietà privata e i beni comuni*. Bologna: Il Mulino.
- Rubino, D. 1971. "La Compravendita." In *Trattato di Diritto Civile e Commerciale*, Vol. XVI, edited by C. Antonio, and M. Francesco. Milano: Giuffrè.
- Sarcevic, S. 1997. *New Approaches to Legal Translation*. The Hague: Kluwer Law International.
- Sacco, R., and G. De Nova. 2004. *Il Contratto*. Torino: Utet.

- Spamann, H. 2009. "Large Sample, Quantitative Research Designs for Comparative Law?" *The American Journal of Comparative Law* 57 (4): 797–810.
- Thomas, S., and P. Duncan. 2000. *Neighborhood Regeneration: Resourcing Community Involvement*. Bristol: Policy Press.
- Vesto, A. 2014. *I beni. Dall'appartenenza egoistica alla fruizione solidale*. Torino: Giappichelli.
- Vickers, J. 2010. "The Problem of Induction." §2, *Stanford Encyclopedia of Philosophy*. <http://plato.stanford.edu/entries/induction-problem/>.
- Vizzoni, L. 2020. *Fideiussione e Rapporti Giuridici Complessi*. Torino: Giappichelli.
- Von Boxmeer, B., and E. Van Beckhoven. 2005. "Public–Private Partnership in Urban Regeneration: A Comparison of Dutch and Spanish PPPs." *European Journal of Housing Policy* 5 (1): 1–16.
- Watson, A. 1974. *Legal Transplants: An Approach to Comparative Law*. Edinburgh/London: Scottish Academic Press.
- Wollmann, H. 2006. "The Fall and Rise of the Local Community: A Comparative and Historical Perspective." *Urban Studies* 43 (20): 1419–38.