

1280 COPY OF 1190 COPY OF 1186

Sale of estate by Bernardus de Neneaola to Raimundus d'Sala.

1280 copy witnessed by Bernardus Saedos

[In addition to the general problems discussed in the Introduction, the original of this document uses extensive abbreviations, is very faint and often indistinct, and writing style makes letter forms difficult to distinguish. The following should be regarded as no more than a fair rendition of the original. The signatories from line <11> onwards are fairly accurate]

<1>This is a copy of a sealed [document] from which all legal proceedings have been validated? Be it known to all that I Bernardus de Neneayola and my wife Maria and my children sell ----<2>Raimund d'Sala and his children and collectively your other assembly¹ and your proprietorship and all and all other ?open?and to you so as we have better and ---- and you have ?the benefit? of whatever sort as far as in perpetual *dušina*²<3>in the parish of Saint Columba de Cenneles, united with the superior's³ which of themselves ---- priest ---- de Sala. Similarly we sell to and yours the general woods which ---- are ---- the common meadows<4>and your proprietorship which you possess to our legal arrangement ??Van....eis?? and we sell everywhere and ---- your ?lands in? the parish of Vineoleana which is there and all this is sold of themselves in negotiation<5>nor other negotiations you possess and let there be made *raftia** of bread and wine and other considerations and all *prachu** and ??liberties?? and all works. To you ?is noted? ---- ----?violation? to be had <6>and ?sworn? and ---- and ---- you swear by Our Lord neither other provisions you may make. -- -- you may have the same considerations such as are stated from the provisions and ?provision? ---- of property improvements which<7>you have made to it one and all and to have a boundary near the east near the same *Oudina de Linyar* all ---- in the olive press of Saint Paul from ?the south? on the road which ----<8>near Saint Paul and in ?sole? occupation in the ?enclosure? of ?*Ohera*? of which the above same boundary is to be included in what we sell and you ?as? written above ---- we sell to and of you <9>which ---- all the entire ?works? such as are initiated in the place of the estate of Ferrer we⁴ the sellers and ours <10>and --- *Banniler*⁵ and of you the operation and improvement for the good ?of the gift? and the residence equally⁶ through the said ?grant? The signatures on this

¹ Presumably means extended family and heirs. Later documents use the formula "and to whomsoever you wish"

² Possibly related to word for "doubling, duplication". And may imply some form of sharing of the estate. See line <10>

³ *Hegemenus*, word of Greek origin for a religious superior of a community

⁴ Word inserted above line

⁵ One of several words derived from the Germanic root *bann-*, each with many meanings. The root relates to "authority" (e.g. English "ban"); the nearest meaning for this word is "invested with public authority". The initial letter in the original was carefully written enlarged and in a different script.

⁶ *Mediu pro mediu* – half for half.

have been made in duplicate⁷. Which<11> is sworn in the month of January in the year of Our Lord MCLXXXVIII[1186] Sig + nature Bernard Sig + nature Maria Sig + nature Petrus Sig +

nature Bernarda Sig + nature Dulcia isos <12>who sells and makes oath ---- Sig + nature Johannes Eventavola Sig nature [blank] S + Petrus d'Rim Sig+nature Uniolani ---- ranis Arnaldus<13>priest who wrote this on the day and year above and wrote this copy subsequently in the year of Our Lord MCXC[1190]<14> Sig + nature Raimund de Sala, priest of S.Marie d'Sentillas who sighted this copy as a true copy Sig nature Berengar *pic nama..?witness?* ---- ---- .<15>d'"Cintillis ---- sights this copy as a true copy [*Another Hand*] Signature Bernard Saedos called d'Columbanio who sights this copy as a true copy [*End other hand*]

<16>Sig.+nature Petrus d'Podiolo, attorney⁸, notary public by authority of the Lord Bishop of Vich who faithfully copied this copy.---- ----year of our Lord One Thousand CCLXX[1280]

PLACENAMES

The reference in <7> to the "the olive press of *Saint Paul*" as a boundary marker of the estate may refer to the village of **Sant-Pau 370254**, particularly as the following reference is to "the road which ---- near *Saint Paul*". The valley would be one of the few places in the area in the 12th Century where a recognized road is likely to have existed, and these references may confirm the location in the valley of SALA, as discussed above.

The estates of two witnesses to the document may possibly be identified. *Petrus d'Rim* <12>, may possibly have held the estate from which he derived his name in the area of the **Coll de Prim 338260** and Johannes *Eventavola* may be associated with **I'Oller 375232**. This location would appear to have originally been *Ventallola* (see SALA N 10 1514 below).

FERRER <9> is discussed in the Introduction

⁷Presumably means on the second copy

⁸ At this date simply a person with a delegated authority to act, not a specific legal occupation

CERDA N36 1221

Marriage contract of Bernard d’Riballous with Ermessena [Sardas?]

Sworn by Raimundus Sardas

<1> [Let it be] known by this that I, Bernard d’Riballous, of my good and free will and advice and the lady my mother, Rosamund, and father <2> Petrus Johannes and my other friends and servants. I give to you Ermenessa as my wife at the day of our wedding ---- I swear perpetually to marry<3>?negotiating? all our estate of Riballous and ??in dispute?? From its perpetual ?prati? everywhere it may be. So as today for the better living together and <4> and have ?everything? everywhere in the parish of S Michaelus de Pricis and S.Martin de Sintillis and in the parish of S.Columbe de Vineolis and other saints places in<5>parishes wherever they be that there may be --- - our.houses, their vineyards and orchards in steep places and flat, and moveables and ?banners?¹ and?equipment? great and <6>small and borders and all and everything let it be better said ?else? held in ----. I give and acknowledge the following rents to the marriage contract , that you may have ?rents?<7>possessing the estate for all the days of your life, with me and without me, in marriage and without, with children and without children and<8>without ---- child or living children of my procreation who come to adulthood . Let these be in the same marriage contract and<9>?bridal bed? from[?= after] ---- ---- the honour and authority wherever it may or might or been ---- and after the death of my father and my mother all of our estate and honour and authority <10>be ---- ---- and if children have been born and I have died before you so that you survive you hold henceforward marriage contract for all your life<11>from ---- ---- .with husband and without husband with .children and without children and after your death my kinsmen and yours<12> truly return and holding the marriage contract if anything from my kinsmen wish to recover to take away from you what you possessed in the marriage contract. <13>what was promised is to be returned and paid off, and else my friends ?will? inhabit the estate and its house from *casadela* DC[600] Barcelona money to the value of one <14> good quarter of gold is to be made and duly weighed out. Seven *solidi* subsequently are to be for them afterwards for the marriage contract. It is declared that you bring to <15>me at the wedding day ten.---- in dowry CCCC[400] good money in coin and in valuable goods and of that you gave to me<16> in the marriage contract CXL[140]² *solidi* ?thus noted? in a document which you render to me. And if you die without living children you are to make your testament<17>to the value of XXX[30] *solidi* and ?customary payment? they may recover CCLXX[270] from other friends inhabiting the estate and house and after our deaths<18>those C[100] which I placed for you in the marriage contract. That which all the said coin to have had above all of the marriage contract held<19>and ?reclaiming? *pitiale* and not by agreement as far as the goods and holdings to have had recovered completely thenceforward the moveables in peace and without<20>hindrance. This is set down and the marriage contract acknowledged by law in friendship. Which is sworn the tenth day of <21>December in the year of Our Lord MCCXXI[1221] <22>Sig + nature of Bernard de Riballous .to which marriage contract I acknowledge and swear. Sig + nature Rosamund his mother Sig + nature Petrus Johannes de Riballous <23>Sig + nature Ermessena their daughter who swears Sig + nature Erythna de Olivarus Sig + nature Vidal de Serra<24>Sig + nature Raimundus de Sala Sig + nature Petrus Arnaldus de Podi Sig + nature Arnaldus Pulas, district preceptor?

¹ *Vexela* - possible variant spelling of *vexilla* – banner, one specialized meaning of which is “Banner symbolizing a fief” –a mark of ownership

² Originally written as C [100] but XL [40] inserted above line

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<25>of the Hospital³ of Barcelona who swears this by the law of the Hospital. Sig.....+....nature
Bernardus de Forre

<26>I, Raimundus Soedas⁴, who swears to this

<27>Raimundus Sardas who accepts ?this day? and to the Lord

<28>[Very faint] ??For the above ---- ---- Saint Mary??

PLACENAMES

None of the place-names can be identified. *de Olivarus* and *de Serra* <23> are common features, the first meaning "olive grove" and the second "mountain" There is a **Ca** [house] **l'Oliveres** at **376185** (not on map) a kilometre west of the main south road, which may be related, but there would have been many olive groves in the 13th Century. There is another similar modern name near **Vic** [north of map]..

³ Probably Knights Hospitaller, a Crusading military order

⁴ Alternative spellings - *Sardas* - - *Sordas* -

CERDA No 1 1368

1635 copy on paper of 1389-90 copy of original 1359 document

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Covering note of 1635 in Catalan relating to the endowment of the Garau estate in the parish of St Columbe de Centelles to the owner of the Ferrer estate for the support of the church of St Magdalena. Original written in the scriptorium of the said church in September 1359

Stabilimeni del mas Gartau dela para^a de St^a Colonia de centelles set perlo rector della alhereu del mas Ferrer, que aras diu serda dela suffraganca de Sta Magdalena en aloie, y directa senoicie[?semoicie] de di rector, apres tac ei de un aquorteca deformeno y onade ordiquigat per na sa deilgot, delme y primicia, y alores drets

sumani ii6

Cse en la Scrivania de deditu

Ribevia a.g. de Setembre 1359

Underlining as in original

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This is a full and faithful transcript, without deletions, of a public instrument on parchment clearly not cancelled neither superseded in any other way copied by hand in public by the undersigned notary.

Let It be Universally Known that I Berengarius de Solerio of the church of Saint Columbe de Vineolis and the chapel of Saint Marie de Vilaestau Diocese of Vich, Rector by the consent and wish of the reverend Lord Raymundus, by divine mercy Bishop of Vich, who to the undersigned and all and singular placed certification, viewing and understanding of the underwritten and his priests of the same [church] , viewing the authority and with full power to affirm the instrument in and above aforementioned which this ?document? manifestly shows to anyone, open writing on paper sealed with vermilion wax. I placed the seal under the official seal of the distinguished Vicar Jacobus Saingla cleric, bachelor, by decree of the Reverend Father in Christ Raymundus by divine mercy Bishop of Vich appointed Vicar General in remote parts of the diocese; to the rectors of the churches of Saint Martin de Sintillis and Saint Martin de Aquafrigida Diocese of Vich, greetings in the Lord.

[?To] the said Berengarius de Solerio Rector of the church of Saint Columbe de Vineolis Diocese of Vich in the presence of us who provide propriety, validation and attestation and -- -- for the church and Diocese covering and intending men and women ?tenants? and personal servants who, male and female, hold the estate of Garau

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in the parish of Saint Columbe aforesaid which is and may be held by the said rector of Saint

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Columbe and his church to restore and to proclaim to a certain annual rent. We who were ignorant of the truth of the said restoration wished by the said church of Saint Columbe concerned or not, or one which thence fully satisfies. Therefore to the request itself, the Rector above mentioned has, petitioned us to grant assent to you from those of indicated discretion and faith in the Lord, we commit and command in faith whomsoever personally accedes to the said estate themselves to see the subject, recognise and acquire the said *emphitiosinus*¹³ newly created endowment so that it may be given precedence voluntarily and actually to the said church of Saint Columbe de Vineolis or not, and however much in over the same in respect of making to us verbally or in writing to refer directly that if you in and in relation to the said restoration legally to the new *emphitiosinus* given to the same church for the use and enjoyment of the said church of Saint Columbe in respect[veneration] the instrument thence you created, we grant with better knowledge our assent to undertake the equal valuation by consent over which your joint knowledge with the honourable lord the said Vicar under the seal of the said Vicarial office affixed on the thirteenth day of the month of September in the year of the nativity of the Lord one thousand three hundred and fifty nine witnessed visually by Jacobus Undenos, Bartholomeus de Ulinetu Rector of the church of Saint Martin de Seintillis and Raymundus de Euleria Rector of the church of Saint Martin de Aquafrigida witnesses and cogniscant of the above and to which we, always obedient sons to the said estate of Garau with all other proven lordships dignities and liberties of the said estate of Garau accede and things subject to beginning counsel and management of the included words faithfully and worthily among our joint knowledge which may be used which the said Berengarius de Soliero Rector of the church of Saint Columbe de Vineolis passes to his said

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church and the same donation the Rectors are to have and receive annually in perpetuity from the [produce] of the said estate of Garau and its estate, honours and possessions in perpetual agreement from each and all persons who or whom the said Rector or his successors voluntarily establish in the said estate of Garau with all its honours and possessions of the said estate namely one portion of wheat and one portion of barley of good value, quality and condition by the measure of the merchants of the town of Vich, to the Rector, and this is to be used as good and sufficient for the reception of the said agreement from that or to that, to who or to whom the said Rector wishes to establish in the estate of Garau with its honours and possessions and what the said agreement holds and may receive and hold the said estate of Garau and its honours and possessions for and nevertheless customary under the lordship and complete freeholding of the church of Saint Columbe de Vineolis and releases and returns that were established in the parts of the said estate of Ferrer to which it applies and all its customary dues to all and singular customary donations for the honour which holds the aforesaid customary donations. And so that a sufficient entrance payment might be returned and discharged to the said Rector for his church of Saint Columbe de Vineolis so that both may proceed and come together and this beyond your summons to the said counsel no-one your lordship, honours, discretions and said with the Vicar by the presentation of a written text. To these things we the said Berengarius de

¹³ See Introduction

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Solerio Rector of the aforesaid church of Saint Columbe de Vineolis with the counsel wishes and management of the said witnesses below stated and which are utilised by the said the church of Saint Columbe de Vineolis and certain ---- through me and all mine in the said Rectors of the church I concede, give and swear and establish a perpetual establishment to you Bernardus Ferrarius de Vilaestau and also Sibilie your wife and your heirs and successors resident in your estate of

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Ferrer in the parish of Saint Marie de Vilaestau, a suffragan of the church of Saint Columbe de Vineolis, and to whom the entire property of the said estate of Garau is granted in free proprietorship and liberty with all lordships, honours, and possessions pertaining, and ---- which to the extent the said church of Saint Columbe holds for the authority of the said church, with all trees of diverse species, trellised vines in that said estate, pastures, rights of easement and ingress, pertaining and bordering on ?without dispute?. And you and yours are to hold the said endowment under the lordship and complete freeholding of the said church of Saint Columbe de Vineolis and its Rectors with a third ?finding security as far as appropriate?¹⁴ ?with a lease for a share in the crop?¹⁵ originally confirmed directly and other rights and customary usages in the quantity through those holding, which customs you hold the said estate with its parts and possessions in its wooded state, not to be thrown down or eradicated notwithstanding the possession of the said estate of Garau by you and yours from the day it takes effect voluntarily to conceal and to demolish, and not to work the said estate of Garau to destruction, nor to oppose/return unless you and yours are to agree to the same for ---- turn through you the said Bernardus Ferrarius. Nevertheless if you the said Bernardus Ferrarius and Sibilie your wife, and yours, have placed and positioned men and women inhabiting and in continual residence in the said estate, if you or rather yours agree that you and yours profit and the said persons in continual habitation and residence in the said estate besides your proper[=actual] persons and your successors and heirs inhabiting the said estate of Ferrar and not us, the said Rectors, neither the said church of Saint Columbe de Vineolis nor Rectors of the same, and the church from thence in this cause etcetera. You the said Bernardus Ferrarius and Sibilie your wife, you and your successors at any time, from you and of yours, who voluntarily possess the said endowment to separate it from the lordship of your estate of Ferrar to sell, endow and alienate for a term or and in perpetuity in good condition, reserving nevertheless

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my right and my oath as the said Rector and of my successors in the said church of Saint Columbe for what is done in piety and reserving still all rights and lordships of other lordships to the extent as he may hold customarily through them in the said endowment. May that be customary. This I make by the authority of me the said Berengarius de Solerio Rector aforesaid by counsel and deliberation also voluntarily before the aforesaid town. And I permit you the said Bernardus Ferrarius and Sibilie your wife and yours and whoever you

¹⁴ Alternative translation – with a third transfer payment (a) for protection (b) against intrusive seizure as security. The transfer payment is that to a lord for permission to transfer a holding. (a) and (b) derive from a formula using two forms of a verb root *empar-* which has two meanings (1) protection (2) to seize as security. [*Usatges* c 61]

¹⁵ This and the above note are dependent on transcription of possible technical legal terms

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wish to work and hold the aforesaid endowment under the above conditions possessing it in peace against all persons, under the obligation that all honours of the said church be forwarded in the quantity to this benefice without withholding and division of existing actions and remittances and if this agreement with [what] is now valid or rather from now may be valid means of the revenues¹⁶ and contents agreed below and above in full to you and yours ??through the gift?? By the counsel and deliberation of the said town I give and remit perpetual ----renunciation of the quantity of all this which is calculated ?without result?against the aforesaid. To this we the said Bernardus Ferrarius and Sibilina my wife receiving, swearing and approving in respect of the said agreement which is set out above and below forward

to you the said venerable Berengarius de Solerio Rector aforesaid, and your successors as Rectors in the said church of Saint Columbe de Vineolis, and to you the notary below, for us personally in public, and for all other persons furthermore who have or may have an interest, this legitimate stipulation from us, to receive and hold in peace [by] the said rent of one quarter¹⁷ of wheat and one quarter of barley to the said Rector in measure owed and rendered annually and perpetually at each and every feast of Saint Marie in the month of August¹⁸ personally and for all our successors without impediment whatsoever for the said agreement in the the aforesaid rent annually to the said church of Saint Colombe and its Rectors releasing the interest in wheat *deminii* and also sacred rights¹⁹ and all ?enclosures? which the said estate of Garau to make be held from thence from the said church of Saint Colombe de Vineolis and the said chapel of Saint Maria de Vilaestau. You will be made truly ---- and ---- St Maria the said estate of Garau the said Bernardus Ferrarius and to his successors may remain in perpetuity. Notwithstanding that the said Bernardus Ferrarius and his successors holding the said estate of

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Garau, will give and render annually and in perpetuity and from the first from all the honour, bread and wine and other minimums²⁰ of the same as is customary to the said church of Saint Colombe beyond the said assessment of one quarter of wheat and one quarter of barley for the ----. and retention of those named above. Those who were guarantors of the said witnesses of the said agreement in which the said Bernardus Ferrarius and Sibilina his wife, also those present accept and discharge the said endowment and express content to you the Vicar, for the said Rector who engages in the said agreement for the many and the great, for the poor and ---- the actions and penalties awaiting the aforesaid events one hundred and fifty *solidi* Barcelona money ?determined? and the said Bernardus Ferrarius and Sibilina his wife or those who present accept the said endowment promising to attend and achieve the aforesaid under the obligation of all their honours ---- for the Lord and His Four Holy Evangelists in their own hands²¹. And they are to bring the amount to this benefice newly

¹⁶ Two words used *census* and *intrata*, probably different types of revenues. *Intrata* may = ‘income’

¹⁷ *Quartene* – either “quarter” – specific measure of volume/weight (e.g. English 28 lbs) or a fourth part of something, in this case probably the produce of the estate in question

¹⁸ 15 August

¹⁹ Could also mean ‘rights of a monk in charge of the church’

²⁰ Could imply ‘fixed minimum quantities’

²¹ Probably means swearing on a copy of the Gospels.

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constituted and lead the actions from there, and the said Sibilie is certified by right without quantity [?= limit]to this benefice by agreement of the council of the villagers²² and the laws of good standing and all other rights and arguments wherever coming against the aforesaid, and both parties swear and conjoin the aforesaid and promise not to work against it in anything This is done in the parish of Saint Columbe de Vineolis the ninth day of the month of September in the year of the Nativity of the Lord one thousand three hundred and fifty nine. Si + gnature of Berengarius de Solerio, Rector aforesaid, who swears and affirms this. Si + gnature of Bernardus Ferrarus. Signature of Sibilie his wife both aforesaid who both swear, affirm and make oath to this. I, Bartholomeus de Ulmeto, Rector of the church of Saint Martin de Sintillas, witness aforesaid, subscribe in my own hand. I. Raymundus de Euleria, Rector of the church of Aquafrigida, witness aforesaid, subscribe in my own hand. I Berengarius de Solerio rector aforesaid affirm this. Witnesses to these things are Bernardus de Solerio, Raymundus de Rovira and Bernardus Folerare from the district of the castle of Sintillis. Si + gnature of Bernardus Godaisol, Rector of the church of Saint Paul de Monte Magno,

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regent of the church and scriptorium of Saint Columbe de Vineolis ?with? the illustrious Petrus de Solerio of the same, by authority of the Lord Bishop of Vich. Who drafted and notated and minuted in the the scriptorium of the said church of Saint Columbe de Vineolis and produced in public form with its notes legitimately jointly approved with ?a correction?above placed in the first line of this instrument where it is said +Rector+ and erased and amended in the twenty fourth where < wherever> and < your> is written. Concluded on the tenth day of the month of March in the year of the Nativity of the Lord one thousand three hundred and eighty nine. Sig + nature of me, Bartholomeus de Berengarius regent of the Church of Saint Marie de Stagamaneno and its scriptorium for the Rector of the same, who transcribed this by authority of the Reverend Lord Bishop of Vich. Sig + nature of me Gulielmus de Aquaemosa priest, Rector of the church of Saint Columbe Sasseria, Diocese of Vich and notary public of the same, [witness] of this transcription. Sig + nature of Romie de Corominis Rector of the church of Saint Minuti and notary public of the same who wrote and concluded this endowment from the original, legitimately and trustworthily, on the thirtieth day of the month of April in the year of the Nativity of the Lord one thousand three hundred and ninety. Successors and it was understood.

Signature of me,
Damianus Bollo, Rector
of the church and parish
of Saint Columbe de
Sintillis, Diocese of Vich

by authority of my order notary public for the
whole of the said parish, witness to this copy

Episcopal Vicar for the whole parish of St Columbe
de Sintillis, notary public, witness to this copy

Signature of me, Petrus
Mirabell, priest, by
authority of the Reverend
Lord Archdeacon of Vich

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²² *Villerani senatus consulti*

Signature of me, Joannis Farrer, by Apostolic and Royal authority
notary public. I viewed and notarized this written publicly in the
presence of the town and whole community of Centillis, in which
form and copy

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I affirm publicly and authenticate in full as said above as a faithful and full [copy] which with the same was truly confirmed and written word by word ---- and testify that this is written in full on four folio sheets of paper and is properly concluded above on the ninth day of the month of January
in the year of the Nativity of the Lord One Thousand Six Hundred and Thirty Five.

PLACENAMES

The only placename which can be identified is the church of *Saint Columbe Sassera* <p8>, **Santa Coloma Sassera 310276**, whose Rector was one of the witnesses to the 1389 copy.

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*Transfer of the [Ferrer] estate by Eumerichus de Santill [?Centelles], lord of Santill, to
Bernardus Sporis and Sibilie his wife*

<1> Be it known to all that we, Eumerichus de Santill²³, lord of the honour of Santill, for us and all our successors in the castle of Santill give, swear, grant and perpetually establish and to the proper livelihood of the estate of *Ferrarius*²⁴ de Vilaestau <2> to *huminius* and application and where Bernardus Ferrarius and Sibilie your wife and your successors and heirs of your aforesaid *Ferrarius* perpetual estate of the parish of St Columba de Vineol, all the estate and settlement commonly called *Lomas Radals* hard by <3> the church of St Marie de Vilaestau constituted in the aforesaid parish of St Columbe de Vineol. Provided that all houses of stone, framework²⁵, brick and beams of the same settlement, heating and other bread and wine²⁶ which appear ?with that wine? given by ?right?of birth without the settlement prior to the aforesaid, with <4> all the honours which possessed, uninhabited and cultivated, used for vines, trees of diverse species and which are possessed there in all and which will have *rpre** thereafter a single wooden oak coppice given ?to? the *Ferrarius* estate ?and? level pasture lands to the headwaters of torrential waters entering <5> or outgoing by the mountains and boundaries ?singularly? and generally with all other *unuijs* to the lordship of the estate and the associated settlement to protect²⁷ in whatsoever manner under obligation. And from the aforesaid agreement and application for both of you present with this public legal contract <6> perpetual rightful owner in full and bodily possession in full legal right for the rights of you and yours in perpetuity. The following lease which the aforesaid agreement you and your successors in perpetuity make with us and our successors in the castle of Santill and our successors in <7> the said estate of *Ferrarius* that you may hold an under the lordship and freeman tenure²⁸ from us and our successors in the castle of Santill. With ?thrice? approval in protections *perius* of protections²⁹ of the produce of the thirty days declaration of the legal oath and in other laws and *hitibus* which are <8> true and legal the lord duly having inheritance in his "free tenure" property under the conditions below written and following. Since/at any time where the said Bernardus Ferrarius and Sibilie your wife and your successors dwelling in your estate of *Ferrarius* and you and your heirs dwelling in your said estate of *Ferrarius* <9> personally and all our successors in perpetuity grant leave and full possession. Which the aforesaid estate with the settlement called *Lomas Nadals* you and your heirs and successors are to hold in perpetuity with houses and labour services from you and your successors' <10> wives proceeding voluntarily and with personal habitation and with fire and with continual residence personally and of persons and with inheritance and with heirs inhabiting the same place.

²³ Alternative spelling "Seintill". Probably Centelles

²⁴ Meaning in Latin "blacksmith". Probably the estate referred to in subsequent documents as "Ferrer"

²⁵ Possibly a lighter construction method than 'beams'

²⁶ Presumably a legal formula, probably giving total ownership of produce as well as structures.

²⁷ See Note 7 below

²⁸ *Franchus alodium*

²⁹ 'Protections' from root word *empar*-. See 1359 note 2

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Since any time and you and your heirs and successors who are ever granted leave³⁰ for you and them agreeing <11> and have seen the making of you or them holding the house and houses wherever the agreement ?directs? and stones of the same house beams *nalia nut** aforesaid to the houses wherever agreed and discovered with the aforesaid bricks and frameworks of this estate and settlement to us individually of which <12> to stay at, to give, to sell, to assart/collect³¹ which from that time he may retain for grazing without any impediments from us and ours and our successors . ?Let? you and yours have in the said place to arrange/construct *rafal*³² with entrance portico or courtyard³³ and ditches for works for your animals wherever pastured <13> and from you and your successors proceeding voluntarily or not and this be the choice of you and yours . All of which we of the said establishment with houses and any other works ?unless? from you and your successors proceeding voluntarily and with fire and personal habitation <14> with continual residence of persons where you and your successors are perpetually established and perpetually apply your ploughshares . To except for³⁴ and all our successors fire and personal habitation thenceforward where your existence [on] the said estate of *Nathal*³⁵. <15> Nevertheless you and your heirs and successors will render for the said establishment to us and our successors in the castle of Santill in perpetuity annually all customary rents for the said estate of *Nathal* which stand [= exist]and deliver annually to the castle of Seintill before <16> of such establishment other things which have been *olahanii* to the lordship of the parish and to other lordships which will have been strongly held by agreement by the estate of *Nathal* so that what is customary is rendered. And still beyond the said customary rent which is to be rendered annually by you and <17> yours for the said establishment and you will render in perpetuity to our successors annually in perpetuity at each festival of the Nativity of the Lord and thereafter annually in perpetuity at the festival of the Nativity of the Lord twelve *denarii* Barcelona money forwarded as a money rent determined for a personal recognition <18> of the goods of the women who henceforward in perpetuity live on the estate of *Nathal* valued at more than the customary rent of twelve *denarii* greater than other rent neither parties undertaking the said agreement [between] you and yours [and] us and our successors to <19> acknowledge nor to be rendered you are held and you may hold, and the said successors and heirs may hold the said establishment to the pintiū and fidelity of us and our successors for what is ?agreed? above. And under the conditions ?agreed? above you and yours <20> may plough the said establishment and reside there as your property in perpetuity, to live, to hold in peace against all persons and to possess and hold all your property from all dues and ??express outgoings?? made under good obligation to all of our for incoming of this <21> establishment-----we acknowledge -----successors ----under the same lordship to which except the said ---- not accounted and not ?received? after ---- and ----. And for the said agreement and residence to---- ---- ----³⁶ <22> and yours in

³⁰ Inserted above line - see line 32

³¹ *Trahenare* - (a) to assart – clear ground with view to agriculture; (b) collect – as in ‘collect rent’

³² Possibly related to word for ‘track for driving cattle’

³³ Probably meaning ‘gate and stockyard’

³⁴ *Excepta* - can also mean ‘as well as’ !!!

³⁵ Abbreviated word used for "Nativity". Could refer to a religious establishment - see line <18>

³⁶ Line <21> On crease of parchment, many words illegible.

CERDA No 1 1368

perpetuity in additional manner they are or may be valid³⁷ ---we give and relinquish for the said total to you and yours absolutely in perpetuity . Permitting the amount to this newly constituted grant and dividing ?judicial revenues and moneys? and well expressed <23> happen the law which prevents deception beyond division of specific laws and all other laws ?of the King? and custom inconsistent ?with the? aforesaid. To which I Bernard Sporis and Sibilla my wife take *ottatis* for us and ours for the said <24> agreement and residence for our property, and of ours to plough and favour in the aforesaid the property of the aforesaid most noble lord Eumerichus de Santill with favour, to act and engage

where the said noble [lord] in the hand and possession noted below so that <25> publicly and personally both the legitimate stipulations and agreement made and received ?on your behalf and on behalf of? those of his who have or may have an interest in the said rent above, and to fulfil annually what your excellency and your successors <26> in perpetuity and which has been said and render all the dues and other customary presents and under full obligation of the relevant law existing at the time of this establishment. Permitting the amount to all the laws strongly to the contrary. Spoken on this fourth <27> day of the month of September in the year of our Lord One thousand CCC and sixty eight. Si + gnature of us Eumerichus de Santill who agrees, concedes and swears this, saving our rights of lordship in all. Si + gnature of Ponai <28> the curate of the ?bailey? of the castle of Santill who swears this for the ?bailey?. Si + gnature of the said Bernard Ferrarius who gives assent and swears. Si + gnature of the aforesaid Sibillie his wife who gives assent and swears <29> Witnesses to this are Guillelmus Rosellis, Raymund de Rousai of the castle of Seintill, and the venerable Omberius de Villanova [*HOLE*] and Bernard de Hostalrich, Esquire

<30> [*Different hand - large letters -Catalan*]³⁸

Nog Reymich de Centells fermam ls toses damut dits denra ma ppria salu nre drer enrors toses [*GIST* – We Reymich de Centells [= Eumerichus de Santill] swear the aforesaid In our own hand, reserving our proper rights

Si + gnature of Ponai de Toralis bailiff of the Castle of Santill who swears and assents for the ?bailey?

Signature of Berengar de Planis,
Rector of the chapel of the Castle of Santill, Master of the scriptorium of St Martin d’Seintill,
?for? the Venerable Guillem de Vilario,
Rector of the same, and notary public of the same, by the authority of the Reverend Lord

³⁷ *Valere* - alternate translations “to be able/to be allowed”.

³⁸ Probably actual hand of Eumerichus de Santill

CERDA No 1 1368

Bishop of Vich, who wrote this with the alteration in the tenth line of *licentia* [grant leave] and authenticates.

PLACENAMES

The *Castle of Santill* and *Ferrarius de Vilaestau* are discussed above under CENTELLES and FERRER respectively. None of the other place-names can be identified.

SALA N6 1458

Last Will and Testament of Johannes Sala

<1> In the name of Christ who customarily preached that whomsoever would come to eternal life as the hope of all, and who in himself saves and guards and guides to happiness and felicity <2> I, Johannes Sala *alias*¹ Soler of the parish of St Michael aforesaid², diocese of Vich, being in good health from which the death of my body ---- <3> Being still in my good and full possession, swear to my legitimate posterity that I give, make and order this testament which I set down <4> and choose validators and executors of this my last testament, namely Petrus Sala, my father, of the parish of St Martin del Brulii <5> and Salvator Sala *alias* Februario of the parish of St Michael aforesaid to whom as executors of all my will I give and transfer authority to have full and free <6> powers to take legal action, enforce and receive, and hold all and singular of my goods and assets and to make quittance and quittances <7> of receipt and termination, definite and absolute, general and particular, and enter binding contracts and sue at law. And to sell and take other <8> distrains for all and each of my goods and assets moveable and immoveable in full or not in full and with assistance grant, <9> or not. And for those [things] perpetually, also for amounts of money. And under these the modes and forms of contract and transfer and for the same <10> to be agreed and to be seen to be made. And to execute perpetually my last testament in full as set out below and which is ordained by me. <11> In my inclination and in all I greatly rejoice and also direct all my wishes including my goods bequeathed and simply for my salvation <12> and from the basis and with[out] stipulation construct a monument and a selected effigy as well as a tomb for my body outlayed in the Blessed Martin del <13> Brulii already mentioned and pay there in the matter of entombment and burial in accordance with the usual custom of the parish for my fellow parishioners. <14> Likewise:- I wish on the day of the burial of my body to have four priests with a congregation who are to celebrate masses and all other offices for my soul and for my family <15> and pray for the faithful departed. Likewise:- I wish on the day of the novena four priests with congregations in other churches do the same <16> and direct to and of them to perform that what is customary in the aforesaid parish. Likewise:- pay one *solidus* for candles to the Blessed Michael aforesaid. Likewise:- <17> pay the days of purgatory to St Michael just mentioned VI *denarii*. Likewise:- pay whatever---- the church of St Martin del Brulii ---- <18> Likewise:-, - I wish at the end of the year there be four priests with other congregations who will celebrate masses and all other offices for my soul <19> and repentance for my sins, and for all the faithful departed, and direct them to perform the customs of the aforesaid parish. Likewise:-, I charge <20> and wish for ----the value of a quarter of corn in baked bread be given to the church of St Martin del Brulii the love of God for the poor <21> of Christ. Likewise:- - for my other goods moveable and immoveable, material and immaterial, present or hereafter in the future from which <22> above I bequeath to my general heir, namely Guasparia Sala my legitimate son.

¹ Otherwise known as

² There is no previous reference.

SALA N6 1458

If the said Guaspar <23> my son is then living, or not living, and heirs exist or do not exist, and also die without legitimate

issue or with legitimate or <24> natural issue who do not come to adult estate, I bequeath in that case and substitute as my general heirs the <25> nearest heirs of the said Guasp[*HOLE*] and my heirs. And this is my last will which I affirm and swear and <26> which I wish to take effect by the testamentary law [*HOLE*] prevailing, and I wish that it takes, may, and will take effect under testamentary law saving the codified law, <27> or else other laws which have better validity and tenure. Which is done on the fourth day of February <28> in the year of the Nativity of the Lord one thousand CCCC and fifty eight. [*DIFFERENT INK*] Si + gnature of me, Johannes Sala *alias* Solerii, testator who swears and <29> affirms

<30> Witnesses to these matters are Bernardus Perseginer of the parish of St Michael aforesaid and Petrus Baulet of the parish of St Columbe de Vineolis all of the diocese of Vich

<31> Signature of me, Petrus Salbatus, priest, vicar of the church of St Martin de Sintillis, notary by the authority of the Lord Bishop of Vich <32> and the illustrious Johannes Boqua, rector of that church who testifies to this with the insertion in line xiiii where “I wish” is inserted and in the final line where “Vich” is erased and rewritten. Prepared and Authenticated

PLACENAMES

Johannes Sala alias Soler <2> and the *parish of St Martin del Brulii* <4> are discussed in the Introduction under SALA.

SALA N 7 1483

*Transfer of Ferrer estate by Guillemus Raymundus de Cintillis, Lord of Cintillis, to
Jacobus Serda*

[Amended from CERDA No 2 1536, copy of the above in more readable script]

[Cursive script with many words illegible]

[1536 Introduction]

<1> THIS IS a true and faithful copy made in Barcelona where it was publicly authenticated and given in *emphitosinus* and assented, legally registered, neither with reductions nor deletions, nor in any other ---- inspected but <2> in all entirely seen and inspected. The text of it is:

[1478]

<1> LET IT BE GENERALLY KNOWN that we Raymundus de Cintillis lord of the castle and barony of Cintillis, feudal lord of the said castle and direct and freeholding lord of the estate of Ferrer and <2> other estates called the estate *aglabatus* and united⁴¹ in the parish of St Columbe de Vineolis in the Diocese of Vich, together with the said estate of Ferrer and the estate of Sabater <3> and ?estate of? Guitart of the same estate of Ferrer which have been or are joined [in] my predecessors management, on account of the decease of heirs who universally have ceased being present in the flesh, the said estates <4> having been in habitation in vacancy⁴², and in ---- for which we many times settled up for the legal rentals due to us as well as the Crown, creating many <5> liabilities to us and -my predecessors for eternity, in respect of which we used the said estates to establish to us and to let stand. Therefore I and my successors benefit in <6> this, regarded, known and attended freely, and from my certain appropriation⁴³ through us and all my heirs and successors whomsoever, manifestly improving, having, holding, and for all time <7>

⁴¹ The formula “*aglabatus* and united” may refer to dispersed properties united in one ownership. The *agla* - element of *aglabatus* may be a contraction of *agricultura*- for which there is warrant in a later document, but the suffix *-batus* cannot be identified. If this is the case the word may mean something like ‘cultivated’.

⁴² Presumably relates to vacancy in ownership

⁴³ Alternative translation “enfeoffment” - feudal grant of land. Possibly could refer to grant by Crown on extinction of original family

SALA N 7 1483

possessing in peace the establishment and emphitiosinus, we give and concede to you Jacobus Serda of the parish of St Quirinius ?Satagia? Diocese of Vich, in person an inhabitant in the said parish of St <8> Columbe de Vineolis, the same being present and accepting, and to you and to whom you wish in perpetuity to you nevertheless for similarities and of your ----in that estate of Ferrer and the estate of Sabater and the estate of <9> Guitard called the estate of Ferrer entire and *aglabatus* and all other estates of the same, united and *aglabatus*, and all possessions of your estates and anyone whomsoever of ours as far as <10> ?the strip of land? which ?is in? the said parish. [1536 *INSERT* This foundation which is elsewhere ?including? mountains which ?are mountainous?, timbered with oak coppices, with trees, vineyards and wheatfields and in their boundaries of lands and possessions. This therefore] <11> which is established and granted in emphitiosinus, we the said Guillemus Raymundus de Cintillis make and concede to you the said Jacobus Serda and yours aforesaid for the better ?expression? of ownership and understanding <12> of the payment and good understanding of you and your aforesaid successors under this agreement and contract, conditions, and exceptions, which you and your aforesaid successors for which ?advances?which you establish <13> and for all improvements which you and yours in these things release, ensure and permit us and our successors one hundred *solidi* Barcelona money ?as provided by law? in whatever way annually in perpetuity fulfilled <14> at the next coming feast of the Nativity of the Lord and should be thereafter annually without exception in perpetuity at the same date indefinitely. And you and yours are to hold the said estates in good condition and to work the same <15> and to perform for the houses and to the houses in such a way that you and yours perform the actions in the estate of Ferrer and ----- personal residence and in fidelity to us. Which from thence where we have a third part sworn <16> *foriscapia*⁴⁴ and other rights and ?enclosures?which have simple and entire property -- -- or to be under obligation to have in law and in consent in his free and entire freehold possession. In these things <17> you or yours aforesaid, other successors, lord or lady, are not to undertake nor advocate unless our estate and our aforesaid successors permit you and yours after thirty days from which <18> [us and ours ---- --- *DELETED 1478 STET 1536*] which you undertake [*INSERTED 1478* aforesaid which you establish and in emphitiosinus we grant of the penalty and consent], and grant to sell in distraint and exchange or otherwise to transfer/alienate of yours or associates and of the wives reserving notwithstanding to us always and ?forward to? the aforesaid successors the said rent of <19> one hundred *solidi* annually without exception in perpetuity to be paid at the said feast of the Nativity of

⁴⁴ Liability to pay a tax for leave to alienate a holding

SALA N 7 1483

the Lord and others by right and lordship sworn and acknowledged thirty days to us and my successors competent and <20> of competence. For incomings⁴⁵ ?to Christ? of this establishment and grant and concession in *emphitiosinus* we are acknowledged to have had and to have received two pairs of good and acceptable hens⁴⁶. And <21> therefore limiting the exception of the said two pairs of hens for incomings aforesaid not to have and not to recover. And fraudulently oppose taking action and all other of these rights given and remitted to you and <22> yours if what the aforesaid which is established to you with the addition in valid manner or rather will be valid henceforth for rent and incomings as aforesaid. In the above we the said Gilliemus Reymodus de Cintillis chartering and granting <23> to you the said Jacobus Serda aforesaid that which is established to you and agreed and we bind in *emphitiosinus* and grant one and all works and improvements which you and yours undertake in it <24> And on my part we make you and yours to the said rent and ?enclosures? to hold hereditarily and in party to the settlement and to possess in peaceful form perpetually against all persons. And the rights of the agreement between us and you initiated and <25> in connection in that which follow clearly, which if anyone, or rather any person associated with the aforesaid which is established to you has the better right of ownership which you and the aforesaid <26> person clearly at the time of the petitioning for a legal action or rather demanding a lawsuit in opposition against your making ---- which the same legitimately would have been approved from their rights And you or <27> yours abovementioned cease having, which we shall be held to you and yours always to the oath and legal ?issue of the deed? of and from the restitution of all costs and penalties, and legal interest <28> etcetera, with all works and improvements which you and yours have undertaken in that place. And as said above all and each delivery and engagement, holding and observing we oblige you <29> and yours that all and each of my goods, moveable and immovable, wherever held and by whomsoever held by whatever manner and privileged right. To this I, the said Jacobus Serda aforesaid <30> freely accept and of right ---- I entrust and promise to you, the said noble, that I will improve and [pay] the said rent of one hundred *solidi* aforesaid finally at the feast of the Nativity of the Lord <31> each year without exception which is expressed above and other conditions, retentions, and agreements now set out well and in full expressed as above. And as aforesaid all <32> and each completion, engagement, swearing and observing, I bind you and

⁴⁵ Payment on entering an agreement or taking over a property

⁴⁶ A token payment. [cf. "peppercorn rent"] over and above the money involved.. Byzantine treaties with Arabs c. 8-10 Cent. often specify 'tribute' in six figure sums of gold pieces, plus 'one slave and one horse'.

SALA N 7 1483

yours especially and expressly right of *emphitosinus* to me from this contract as it stands. . And generally all <33> and each of my goods moveable and immoveable wherever held or by whomsoever held in whatever fashion and by whatever priveleged right. And so that there may be a written record and a promise in good faith, we the said <34> Gillemus Raymundus de Cintillis on one part and Jacobus Serda on the other are in agreement and again and besides the undersigned notary as if publicly in person which in any case the agreement <35> we will have, hold, and observe our and your stipulations and legitimate receipts as aforesaid all and each which ---- aforesaid above always in the rightful proportion moreover swearing <36> and our heirs and successors will have, hold, and observe and defent against thousands or rather will defend or rather defend against any manner of legal case or argument <37> And our deed/charter of the said agreement which comes and is made from this, they are to possess two public legal copies for which one at least of our agreement is to be ?deposited? with the undersigned notary. This is done <38> in the parish of St Columba de Vineolis on the fourth day of the month of January [1536] November] in the year of the Lord one thousand four hundred and seventy eight. Si + + + gnature of the noble Gillemus Raymundus de Cintillis establisher and Jacobus Serda the aforesaid acceptor who assents, makes oath and swears to this <39> Witnesses to these things are the illustrious Jacobus Casademunt priest, vicar of the church of St Columba de Vineolis and Miguhel [1536 Michael] Nanoso of the said noble house <40>and Salvator Vomire of the same parish of St Columba de Vineolis and Diocese of Vich

Signature of me, Jacobus Casademunt, priest, Regent of the Vicar of
 Saint Columba de Vineolis, the illustrious Johannes Elen, priest,
 leasing on rent the said church, <42>and notary public of the said parish by authority
 of the Venerable Lord Bishop of Vich. Who ?copied? the writing of this instrument,
 and swears, not yet notating abbreviations of the same.<43> I wrote, notarized and
 collected in this public form. I wrote and authenticated, inserting in line xviii [18]
 where it is said “to make declaration aforesaidwhich you undertake and in
emphitosinus we grant of the penalty and consent” and in xxiiii[24] where “in things”
 is placed

[1536 attestations]

Signature of me ?Franciscus? Geraldus Fosassot, royal scribe, by royal
 authority notary public of Barcelona. Who transcribed this from the above
 original as a true copy and attest it was verified word for word, compared
 and authorized so that the above notated agreement [which] I wrote, made
 and authenticated in Barcelona on the fourth day of February in the year of
 the Nativity of the Lord One thousand Five hundred and thirty Six

SALA N 7 1483

PLACENAMES

Sabater <2> and *Guitard* <8> appear to be parts of the *Ferrer* estate. *Sabater* means "shoemaker" in modern Catalan. Whether this has any relation to the estate name is not clear but is unlikely as this is not a conspicuous local reference point like a smithy.

SALA N 7 1483

Transfer of de la Sala de Gemanas estate by Petrus Johannes Pallas to Jacobus Cerda

<1> Be it generally known that I, Petrus Johannes Pallas, woollen miller⁴⁷, originating from the district of St.-Petrus de Peratica, Diocese of Vich united in extension with the district of de Tirrillis, praying in penitence and in the certain knowledge that the days of the flesh will very shortly expire, which was appraised? <2> eleven stated previously? and written below, for the month of February for four years at first and [my] continuing life⁴⁸ I sell with rent to you Jacobus Serda of the parish of St Columba de Sintillis formerly⁴⁹ called de Vineolis, Diocese of Vich, and to whom you wish for the said duration of the period, usufruct⁵⁰, admission, <3> use and habitation, and also right of use and abandonment, harvesting and receipt of revenue of that house and estate commonly called *de la Sala de Gemanas* with all and each of the lands, its honours and possessions, including fields planted with vines, cultivated and uncultivated, and also in mountains <4> and in plains, forests, woods, meadows, pastures, waterways, channels, woodcutting⁵¹ and other honours and possessions both integral and pertaining to the estate and to *rpm* estate of whatever kind which are certainly in the estate [which] I by rightful and lawful title have and possess in the parish of St Colombe <5> de Sintillis according as stand in the said estate with each and all lands, with honours and possessions of the same is terminated and finished. And I hold by means of a candle⁵² which continually burns in the chapel of the Blessed Maria of the castle of Sintillis with its honour of administration in that name and under the lordship and <6> property of the same a candle to the value of twenty and one pair of good and acceptable fowls⁵³ each year as often as offered? at the feast of the Nativity of the Lord, which rent you the said Jacobus Serda are to continue for the duration of the said time you have and will hold, to pay each year his at its end <7> to the administrator of the said chapel with a candle above the payment written below, without loss and offering by me or mine. And from a transaction of this type of sale with leasing on rent I give, yield and

⁴⁷Literally "preparer of woollen cloth", possibly equates to mediaeval English term "clothier"

⁴⁸*Venturus* – literally "for my last breath"

⁴⁹Or "at times"

⁵⁰Right of use of the produce without ownership of a property

⁵¹Catalan legal practice was to specify types of land use in detail. The Usatges [12th Century basic legal code] refers to 'flowing water and fresh water springs, meadows and pastures, forests, coppices, and crags'

⁵²Or "lamp"

⁵³A form of symbolic rent to accompany the money See CERDA N 29 1478 Note 6

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commit, furthermore transfer to you and to whom you will for the said period all rights and all <8> mixed real and personal actions serviceable and direct, ordinary and extraordinary and others which are within my competence and properly belonging to⁵⁴ the duties and obligations aforesaid to all which I sell you and against natural persons whomsoever, goods and matters of argument and pretext <9> of the same which rights and arrangements mentioned above are to be possessed by you and those you wish for the said time ---- and to be undertaken and exercised, namely responding, defending, releasing, declaring and replying, and doing all other things in jurisdiction and beyond jurisdiction whatsoever and which in full measure <10> I make authority before the conclusion of the sale with leasing on rent in ?saying? and arrangement of the transfer and possession ---- and namely afterwards whatsoever. I truly make

and constitute you and those you nominate for the duration of the period of said lordship and management in matters of your <11> property to be realizing thenceforward your pleasure and wishes without obstacle, contradiction and impediment by me and mine and otherwise in court or personally. You give and acquit to me for the true price aforesaid that which I sell to you with rent and, and I acknowledge to you to have had and to have received, <12> six *florenos* rent to the value of sixty six Barcelona money. And therefore renouncing ?subsequent? exceptions not to be numbered not to be had and not to be received the aforesaid price not to have been had and not to have been received, and of the law which remedies deception beyond equitable division of the price and <13> fraudulently and actions in fact of all other rights of this opposition.. I give and yield to you inasmuch aforesaid which I sell with leasing on rent allowed in very many forms which they will allow without form by the price stated above. In ---- I commend and permit for the said period of four years duration <14> that I may not expel you from the said estate and lands, also the honours of the same by large and small judgment⁵⁵ without consideration of the price neither conditions of the sale, usufruct and ?over----?, nor other things because at any time? other judgments without reason which---- aforesaid which I may make to sell to you with leasing on rent <15> you and those you will through all ?duration of? of the period of four years to have, to hold, and to possess in peace against all persons. And with that I will be held by you and yours for the aforesaid duration of the period of four years from this oath and legal eviction and their legitimate prohibition of access and <16> from restitution of all loss, discharge, and damages⁵⁶ [50] *solidi* and more. And I oblige you and yours each and every one

⁵⁴ *Competencia et competentes competereque* - formula playing on variant meanings of root word

⁵⁵ *Ratio* - could mean argument, computation

⁵⁶ *Interesse* - 1. Damages for annulment of contract; 2. Interest on capital

SALA N 7 1483

the aforesaid each and every fulfilment, and constantly attending, holding, and observing my goods, moveable or immoveable, wherever possessed and <17> possessing. And so as the aforesaid each and all may greatly possess the pledge, neither by force or injury but if my own accord, legally in my right mind, through the Lord God and his Four Holy Evangelists by my hands bodily⁵⁷ to all and each to attend and accomplish the aforesaid agreement, <18> to hold, and to observe and not in any way to do anything to the contrary⁵⁸, either to bring in any way a legal case or even a claim.. To this I Jacobus Serda now speak, swearing, approving and accepting the aforesaid. I agree and promise you, the said Petrus Johannes Pallas, to whom for the said period of <19> four years duration I will pay the said rent. And furthermore, and those whose signatures will have been placed below, and other lords who hold anything of the honour of the said estate. And furthermore at the said timeto restore the said estate and also its honours and possessions. In nothing by my fault <20> will I make worse, with any delay and exception and besides all loss of capital and interest by you and yours. And for the completing, and engaging, I oblige you and yours that all and singular of my goods moveable and immoveable possessed and possessing. And so that the aforesaid <21> may greatly possess the pledge, neither by force or injury, but of my own accord legally in my right mind through the Lord God and his four holy Evangelists, by my hands bodily the aforesaid agreement to all and singular, to engage and fulfil, and in nothing to do anything to the contrary <22> nor in any way to bring a legal case or even a claim. This therefore which is said above we accomplish, contract, proclaim and promise. We the said parties on both sides say and promise to others and ourselves individually and jointly the note below <23> written to the effect that publicly in person on both our parts and certainly through other persons, each and all who has or had an interest, taking and contracting, lawsuits, legitimate stipulation. And it is the wish of us the aforesaid contractors occurring in this manner to the lord public <24> legal confirmation which each and both of us make to each other through the inscriptions written below. This is done in the place of St Columbe de Sintillas, formerly called de Vineolis, the Twenty third day of February in the year of Our Lord One Thousand Four Hundred and <25> Eighty three Si + gnature of Petrus Johannes Pallas and of Jacobus Serda aforesaid. Which both of us say and promise this transfer sworn and legalized

⁵⁷ Probably means swearing on a copy of the Gospels

⁵⁸ *Contrafacere* - alternative translation "to counterfeit, forge"

SALA N 7 1483

<26> Witnesses to these things are the illustrious Martinianus Torrent priest, rector of the parish of St Peter Bartino, Diocese of Vich, Franciscus Colobrans and Johannes Coromines of St. Columba de Sintillis

<27> Signature of Ludovicus Sorba⁵⁹ by royal authority notary public of Barcelona who wrote and closed this. With insertions in lines /.m/. and /./.

<28> Let all know that I, Petrus Johannes Pallas, woollen miller, originating from the district of St Peter de Perasyta, Diocese of Vich promising with prayer in the place *de Tenerillis*. I acknowledge in penitence and recognize you, Jacobus Serda of the parish of St Columbe de<29> Sintillis formerly called de Vineolis, that which you gave, passed on, and released to me voluntarily and accounted by me, all those six *florenos* good currency to the value of sixty six Barcelona money for which with purchase price of which also with the receipt through the inscription this day<30> and written below. I sell to you to the period of four years from the day of the Incarnation next falling and thenceforward reckoning of usufruct, incoming, use and habitation and utilization and harvesting and fruits and revenue of that<31> house with the estate commonly called *de la Sala de Germanas*, with all and each of the lands, honours and possessions belonging to it, which I hold and possess in the said parish of St Columbe de Sintillis in the contract of the said sale of the rural plot and house designated, to which I refer. And therefore<32> I renounce exceptions ---- not to account, not to hold, and not to receive and wrong in testimony, I give to you in person a receipt of release. This is done in the place of St Columbe de Sintillas formerly called de Vineolis the twenty third of February<33> in the year of the Nativity of Our Lord One Thousand Four Hundred and Eighty Three. Si + gnature of Petrus Johannes Pallas who asserts this, approves and swears

<34> Witnesses to these things are the illustrious Martinianus Torrent, priest, Rector of the church of St Peter de Bartino, Diocese of Vich, Franciscus Colobrans and Johannes Coromines of the place St Columbe de Sintillis

⁵⁹ See PUJADES N 5 1566 for a va <35> Signature of Ludovicus Sorba by Royal authority notary public of Barcelona who wrote and ?sealed? this

SALA N 7 1483

PLACENAMES

None of the place-names can be identified. SALA is discussed in the Introduction.

Transfer of Ventalolla estate by Petrus Sarda, proprietor of Sala de Gemines, to Franciscus Ventallola, reserving the rights of the Church

<1> **In the Name of God.** Let it be universally known That I, Petrus Sarda, farmer, of the parish of the church of Saint Colombe de Sintillis with de Vineolis, Diocese of Vich, lord of the use and hereditary proprietor of the estate of *Sala de Gemines* in the same parish, praying and of my certain knowledge <2>for me and all my heirs and successors of sound mind, present and future. For the good, namely the improvement, holding and possessing and in any other manner defending, I establish and give in *emphitiosinus* ---- Franciscus Ventalolla, the lordship, use and hereditary proprietorship of the estate of Ventalolla of the same <3> parish of which this existing lands and honours are as follows. All of that rental⁶⁰ arable field land containing in itself seed corn, or rather thenceforward ---- ploughland --- --- ----. Which I, and the lord of the use and proprietor of the estate of Sala, which <4> I hold and possess in the parish Saint Martin de Aquafrigida in the said diocese of Vich next to and adjoining the royal road which runs from the City of Vich towards Barcelona. And⁶¹ [which] is bounded from the beginning of the aforesaid royal road to the south⁶², in your honour of the said Ventallola from the west. In the river *majoririane*⁶³ <5> which passes from here and follows extending as far as your parts⁶⁴ and is bounded from the other part⁶⁵. In your other honour of the said Ventallola anything nevertheless *torragay distu.acute aguafreda*⁶⁶ ---- All those terrace lands, fields contiguous with the one above, other income in itself in law? <6> your quarter⁶⁷ of seed corn that is, as it exists [at present]? What I have and possess in the said parish of Saint Columbe described above *waria*⁶⁸ in the place commonly called *Suneralo Primo de Moyo*. And they are bounded at the said three contiguous terraces of land From the east in the said *waria* thence crossing from the south <7> and west. In your honour the said Ventallola and from the stream in your honour whatever nevertheless ---- *las Albaredes* in the middle. It is nevertheless true which terrace ---- the said -- -- terrace depends on the park enclosure namely

⁶⁰ *Pena* – possibly a term for land capable of being rented/leased, as distinct from ownership restricted to one person/body.

⁶¹ Capitalisation in the translation follows the original, where it appears often to introduce a new clause rather than a sentence.

⁶² *A, ab* - interchangeable forms of preposition with two meanings; 1. away from 2. at, in, on. *Ab* arbitrarily translates in this document as first meaning, *a* as second.

⁶³ Possible name of the river, but could be adjective meaning “large, increasing”.

⁶⁴ Could mean “property”

⁶⁵ Transcription of word for “your” uncertain.

⁶⁶ Transcription uncertain (faint). Possible placenames – *Aguafreda* is certainly one.

⁶⁷ “Quarter” (*quarteria*) could possibly be rendered as “quota”. It all depends on the customary language and practices of 15th Century Catalonia

⁶⁸ Common meadow protected by a ditch.

those which pass through it to the stream of the cloth mills *de Moyo* and from *la Abeya*<8> Likewise, all that three rental self contained field land with your quarter of seed corn or from there in fact commonly called *Larua de la Sala* with any trees of diverse species which I have and possess in the said parish of St Columbe under the estate of Ventallola, and it is bounded from the east <9> to the south and the stream at the

watercourse thence *ritia* and the farthest channels from the west in the honour with the mountain slope land of your said Ventallola. Likewise and your other rental mountain slope land with ?holding? seed corn in the middle of the quarter of corn⁶⁹ or ---- commonly called *la Rosa Costunta* in the said parish of Saint Columbe and is bounded from <10> east to the south and from the west in your said honours of Ventalolla, and to the stream in the honour of the estate of *Canes* [?Tanes?] of the said parish. Likewise four frontages, four arable terrace lands which the frontages are mine, and are the remainder of the said terraces of your said Ventalolla seed corn among all in the midst of the quarter of corn <11> ---- situated in the said parish of Saint Columbe more or less the aforesaid rental [land] called *la Roia* ---- in the place commonly called *las Pedreus*. And all the said frontages of terraces are bounded and one in the remaining ?lesser? terraces In your other honours of the said Ventallola Likewise and one another frontages in the same terrace land <12> called *lo Lanrar* situated in the same parish more or less the said four terraces continues in the said ?measures? of its seed corn or ---- which frontage is mine and the remainder of the said terraces are to your said Ventallola. And the said terrace frontage is bounded from one part in the remainder of the said terraces and from <13> other parts in other of your honours Likewise all that rental hereditary land situated in *sepe* of the the said parish of Saint Columbe further ?occupied by? the estate of Ventallola as being pertaining above the mills *de Moyo* In itself two quarters of seed corn or *vorana* ?stream? commonly called *lo Pirix de Moyo* And <14> it is bounded in all respects in your said honour of Ventallola ?sloping? to the stones ?closed as one? to an equal measure. All that rental land ?belonging to you? with ----unoccupied situated in the same parish of Saint Columbe more and as being the immediately above mentioned rental land belonging and as being under that which <15> was more favourable, with wood-producing plantations ?freely? producing, pertaining in itself the estimated total of four quarters of seed corn or rather *nira* ?ploughland?commonly called *la Roma de Parayo*. And it is bounded in all respects in your said honour of Ventallola. All and everything of the aforesaid honours and rental lands <16> designated above belong to and are the property of the said estate of Sala. And all the aforesaid honours and rental lands are held ---- and all the said estate of Sala in all

⁶⁹Possibly means area of land sowed by a quarter of corn

and singular of other lands in its honours and possessions for the priory⁷⁰ and the chapel of the Blessed Marie of the Castle of Sintillis and in the name of the Venerable Prior and Rector of <17> the same and under the lordship and freehold of the same. Nevertheless the honours stated above and the above rental lands are wholly to the said estate of Sala and its other lands, honours and possessions ---- and --- of ---- anywhere whatsoever perpetually on the feast of the Blessed Maria in August twenty *solidos* and one pair of good and acceptable hens⁷¹ <18> And it belongs to and I may see to me the aforesaid, which I establish and grant in *emphitiosinus* and concede to you the universal inheritance of Jacobus Sarda in the former ?patrimony? may favourably in order that from my universal --*enna* ---- the same feast, of my agreement which was sworn and ordained in the church the parish of St Columbe and in the public scriptorium of <19> the same the Fifth Day of March in the Year of the nativity of the Lord One Thousand Five Hundred and Three. To the said ---- Jacobus Sarda formerly the aforesaid ---- will belong to and view his previous title which thenceforward from the petition of Joanne ---- formerly inhabitant of the town of the church of Saint Columbe ---- in public instrument thenceforward intentionally in the parish of the church of <20> Saint Columbe the Eleventh Day of July in the Year of the Nativity of the Lord One thousand Four Hundred and Eighty Nine and the illustrious Jacobinus -asadimus, priest, Rector of the said church and parish of Saint Columbe de Vineolis, and by authority of the Reverend Lord Bishop of Vich notary public of the same ---- <21> Moreover I the aforesaid Petrus Sarda make the establishment and grant in *emphitiosinus* and concession to you the said Franciscus Ventallola and yours, also to those you wish in perpetuity, or similar ----- and of yours aforesaid. For the better ---- ability and understanding to you and yours the contract and good understanding. Under the following <22> nevertheless, the agreement sworn and drawn up⁷² as aforesaid, the improvements, and on the other hand not to damage and which for the rent aforesaid and of all improvements which you and yours will make there stated and discharged [by] you and yours of which to me and my successors in these honours of which for the first occurrence of the feast of the nativity of the Lord ten Barcelona in instalments⁷³ <23> notwithstanding ?for their reception? And ---- thence annually as stated or rather similarly of indefinite duration. In rental assistance which I make to the said Priory with the Chapel of the Blessed Marie of the Castle of Sintillis and its venerable priors in the name ?of the Lord? For the whole of the said estate of Sala

⁷⁰ *Prioratus* - the office of prior as distinct from the holder for the time being. The later specified in the next phrase

⁷¹ See CERDA N29 1478 footnote 6

⁷² Or "sworn" – transcription ambiguous.

⁷³ This and subsequent underlining added in different ink subsequent to original document.

and the honours and possessions of the same in which ---- neither <24> to be discharged nor proclaimed of another lord or lordship ?contrary to? the lordship of the priory of the Chapel and by name of the venerable priors or rectors in the name of the same and their said successors in the priory It is permitted which to you and yours after thirty days from which in the ?lordship? of the venerable prior and rector of the chapel of the Castle of Sintillis and <25> his successors there will have been done aforesaid which I establish to you and give and grant in *emphitosinus* and give assent to sell, to exchange or otherwise alienate to you or associates and of yours. Reserving nevertheless for ever ---- and of mine in ?and over? The aforesaid which I establish to you and grant in *emphitosinus* and consent to the said ten rent. <26> And reserving truly for ever to the said priory and Chapel of the Blessed Marie of the Castle of Sintillis and its venerable priors and rectors in the name of the same and their successors, the right of lordship, oath and declaration thirty days of oath which with ----and also other universal rights of lordship is able and obliged directly and in terms of the freehold to hold in his <27> freehold free and unfettered in law and by consent. For the true incoming aforesaid which I establish to you and give and grant in *emphitosinus*, you have given and have discharged to me and acknowledged by me to you, to have had and to have received forty Barcelona money. And therefore for that time ---- not to---- <28> and the said incoming not to have and not to receive and act in malice in fact and in law which fraudulent beyond partition⁷⁴, supporting all which by other rights maintain this, I give ---- and remit to you and yours what is aforementioned which I establish to you, and give in *emphitosinus* and grant they are formally validated or will be validated informally <29> and in the aforesaid incoming. I agree to the above and promise to you and yours in good faith what is aforementioned, which I establish to you and give and grant in *emphitosinus*, with all improvements and augmentations which have been done there, to you and yours and those you wish, to have, hold and possess as proprietor in perpetual peace against <30> all persons. In respect of which I will be held by you and yours, always from oath and legal injunction⁷⁵, legitimate and defensive, of the aforesaid, and from restitution of all and each loss, release, cost, and expense also damages⁷⁶by anyone, you and yours to be going to be made and to be anticipated in any manner whatsoever for theabove in judgement or beyond the <31> above by whom anyone forwarding losses, costs, or expense, also damages is ?given? to you and yours, to them and theirs by plain and simple bare words to produce proof as required. And for which completion and engaging on oath, holding and preservation, I bind you and yours that all and each of my goods moveable and

⁷⁴ Probably a technical legal phrase. *Dimidia* – “partition” can mean “halving”

⁷⁵ Transcription of abbreviated word doubtful. Possible alternative translation “initiation”

⁷⁶ Damages for annulment of contract. Alternative translation “interest on capital”

immove- <32> -able, also money wherever lodged or held . ?Thus? this in person I the said Francisco Ventallola the acquirer, who swears and approves, ratifies and confirms as well as accepts the above aforesaid which you establish to me and give and concede in *emphitosinus*, I consign and promise in good faith to you the aforementioned Petrus Serda <33> --- and in anything else not to ?retract? and which for rent aforesaid and all improvements which are there of which I and mine ---- and release I and my successors in this, to you and your successors in this clearly at the first occurrence of the feast of the Nativity of the Lord ten Barcelona and thenceforward annually, which aforesaid or singly <34> ?ending? with other festivals ten in instalments perpetually at them. In the rental assistance which you make to the priory and chapel of the Blessed Marie of the Castle de Sintillis and its venerable priors and rectors in its name for the aforesaid, which you will establish to me, which for the entire said estate of *la Sala*, the lands honours <35> and possessions of the same. And moreover I the said Franciscus Ventallola, although engaging in person the establishment to be to me and my said heirs in many ways useful and necessary, and you the said Petrus Serda ---- to make to me ---- may wish but I give to you ---- the terrace land frontage described below <36> contiguous to your honours ---- ?Likewise? without perpetual breach, abandonment and failure⁷⁷. Freely and from certain knowledge for me and my heirs and successors whomsoever. I give and without stipulation of ?irrevocable? gift in single law/right, I grant to you the said Petrus Serda and your heirs and successors in the said estate of *la Sala* and to whom you and yours <37> wish in perpetuity. All that frontage of that terrace land ?of? my frontage ?which? is mine and the remainder of the same terrace is yours, the said Serda and is next to and sufficiently close to the house of the said estate of *la Sala* and is a ?cornfield? of quarters of corn or ---- with all its rights and appurtenances and with all types of ?freely? producing trees <38> And it is bounded in all respects in the honours of Sala aforesaid. And it is held, sworn, and the entire estate of *la Sala* under the lordship and freehold of the said priory of the chapel of the Castle of Sintillis and its venerable priors in the name of the same. Giving to you the power which you will possess in perpetuity thenceforward, to take bodily possession <39> without exception and taking to retain as regards yourself, ceding and mandating to you, all appropriate actions due and suitable to me in the said frontages of the aforesaid terrace land, Constituting you and yours in the same lordship and *pronoratone* in matters of your proprietorship ?to the Church? thenceforward your liberty to [execute] your wishes ---- by <40> this means, I promise and transfer to you as aforesaid the frontage of the said terraces; for you and yours to have, hold, and possess in peace against all persons. Everything that is held by you from

⁷⁷ Probably a legal formula.

injunction⁷⁸ and aforesaid legitimate defences and ?from written deed? and further expenses and from all loss relating to the transfer and damages⁷⁹ to you over whomsoever. It is acknowledged <41> by you that I may require of you no other simple words to produce assent. And for the aforesaid all and each fulfilling and swearing, engaging, holding, and observing, I make you and yours all and each liable for my goods moveable and immoveable wherever situated or held. And I Petrus Serda <42> accept the above aforesaid donation from you the said Franciscus Ventallola. And that for the aforesaid all and each may rejoice greatly, to swear, not by force or wrong but voluntarily, we the aforesaid abiding in the law in our right minds, for the Lord God and His Four Holy Evangelists which on both sides our hands bodily touching <43> the said all and each of us, they who themselves are stated above and promise to engage and accomplish, hold and observe and in no way to oppose, or to bring any other legal action or injunction In short therefore, all and each who in order that which is stated above ??is acted upon?? ---- -- <44> and we the said assembled promise on both sides for each and each other to assist likewise, and the undersigned notary, that publicly---- and ?consistently? personally for us and for all other persons who institute or in the future receive and ?parts of rent? legitimately validated. And the deed of us the said parties <45> is made in two public legal copies, which you and we on both sides entrustthe undersigned notary. Which is done in the town of St Columbe de Sintillis with de Vineolis Diocese of Vich the Twentyfirst Day of January in the Year of the birth of the Lord One Thousand Five Hundred and Fourteen. Sig + nature <46> of Petrus Serda establisher Sig + nature of Franciscus Ventallola acquirer aforesaid. To which we swear, confirm and legalise. Witnesses to these things are Joannes ---- and Joannes ?Aller?, tailor, of the townof Saint Columbe de Sintillis with de Vineolis *Io Johan pranyes prente harren<47>dador del priorat de sintelles ferm las roses dein..rdites ental forma econdicto que p temps blenenido velien retre lo dam...tdit mas de la Sala - --- tal rais les de....tdites peres de texto harelesl. tomades aldit mas de la Sala en salvat diet entores ---- aldit priorat*⁸⁰.

<48>Signature of me Joannis Bado, priest, Vicar of the parish of the church of Saint Columbe de Sintillis with de Vineolis, Diocese of Vich, and by authority of the Most

⁷⁸ See Note 15

⁷⁹ See Note 16

⁸⁰Probably Catalan. From similarity to the Latin the meaning is probably along the lines of "I, Johan Pranyes, priest, [official] of the priory of Sintelles swear the above in the form stated [relating to the estate of de la Sala] according to the above text reserving the rights of the priory"

Reverend Lord Bishop of Vich notary public of the same. Who in this manner correctly now through me in public form <49>drew up of the lordship which was in compliance with the law swearing that the above was prepared and concluded ---- the said Francisco Ventallola acquirer aforesaid --Further in this public form assembled wrote and concluded at the request and perseverance of the said Petrus Serda the establisher aforesaid<50>on the XX Day of February in the Year of the Lord MDXIII

PLACENAMES

The estate of *Ventallola* <2> is represented on the map by **I'Oller 371232**, and *Canes* <10> retains its name at **371261**. *La Abeya* <7> is the settlement south west of **Aiguafreda** on the opposite side of the river, the modern **I'Abella 372240**. The conventional sign above the name locates "historical/archaeological remains". *Las Pedreus* <11> translates as "the stones" and probably describes a local landmark, as <14> refers to it in relation to a boundary. The second word of the probable placename sequence *torrogay distu.acute aguafreda* <5> may possibly be connected with **Puig Agut 393236**.

Transfer of ?part?of the Sala estate by Petrus Sarda to Jacobus Lanitia, reserving the rights of the Church

1532 copy of 1518 original

<1>Let It Be Universally Known That I Petrus Sarda of the parish of Saint Marie de Vilaestau in the barony of the castle of Cintillis, Diocese of Vich, heir and proprietor of the estate *de la Sala de Gemenes* in the parish of the church<2>of Saint Columbe de Cintillis, Freely and of my express will, on behalf of me and all my heirs and successors, for the good and better having, holding, and preserving and inhabiting and in *emphitiosinus* concede and give to you<3>Jacobus Lanitia lessor⁸¹ in the mill *del rmp** of the same parish of Saint Columbe, and to yours and whom you wish in perpetuity as much of the rental land which appertains to the said estate *de la Sala* in the place commonly<4>called *la rosta del pollel*. And ---- hold and possess and --- with the estate under the lordship and freehold of burning a candle in the chapel of the Virgin Mary in the castle of Cintillis and of its venerable Prior<5>who ?binds? over our rental land, and who holds and is owed residual [rights] over the alienation of the said estate and annual consent, by his final right of rent which I and my successors in this, <6>discharge, You are held, apart from the obligation given and expressed to you and yours. And the said rental land which I establish and give in *emphitiosinus* to you is bounded in the east with the honour <7>of the said estate and extending along the boundary there of the lordship of the ownership of Petrus Sarda to the south in the honour actually of the boundary of the said estate as far as thence in the middle in *omidente* our honour<8>possessed actually the said estate thence in the middle with *arrapallo* towards the location of the Virgin Mary of Vilarestau ?stream? our honour of the said estate, to a certain point thence<9> in the middle terminating there and possessed as aforesaid. Therefore the establishment and gift in *emphitiosinus* and concession, I dedicate⁸² to you and yours and whom you wish in perpetuity. Notwithstanding you<10>and your associates especially ??touching?? our said rental land with all and singular incomings and outgoings, rights and appurtenances are concluded. ??For the?? better owning and having an interest to the advantageous <11>safety and the good actual understanding of you and yours . Notwithstanding under this agreement drawn up and in conditions as aforesaid, you are to improve the rental land and are not allowed to let it deteriorate in any way, and which for rent<12>of the same and for all improvemnts which you dedicate, ?make?,

⁸¹ *Com(m)orarii* - one who has the advantage.

⁸² *Fanere* - presumably the term has a technical legal meaning

and perform in that place, I dedicate and discharge you and your successors in this to [?provide?] to me and my heirs and successors at the first occasion of the<13>feast of the Nativity of the Lord and thence at the end of each year in perpetuity at the feast, five solidi Barcelona money in assistance of the said rent which I dedicate and perform, the said<14> candle in the said chapel, whose prior apart from those five solidi as bounty rent for the said rental land. You and all your heirs are held to make, discharge and perform [this] <15>and your successors in the aforesaid to me with my said heirs and successors. But notwithstanding you may hold the said *snpius** contiguous rental land for the said candle with its vener-<16>-able prior who now and henceforward holds in perpetuity the *Llandunia* market land by direct⁸³ confirmation, declaration and other rights and lordship, which without distinction is direct lordship and<17> other *arius*, has and to have, occupies and is owed, ownership in his free and entire ownership⁸⁴ to the limit of the law of consent. It is permitted that which you and yours after thirty days from which the said prior<18>will have had the aforesaid declaration which I establish and give and sell in *emphitosinus* to you, and in distraint or otherwise alienate you and your associates, excepting nevertheless always the direct lordship and freehold<19> and other rights ---- the aforesaid candle in the chapel and its venerable prior, and to me and my heirs and successors aforesaid the rent of five solidi, I promise to you and yours<20>that I and my successors such oath, concession, establishment, and gift in *emphitosinus* they dedicate to you and your heirs and successors and to whom<21> you wish, to have, hold, and in good part possess ?in peace?against all persons whomsoever and thenceforward they will hold to you in perpetuity ?witness? of legal ?modification?<22> and from all express obligations and from having interests and transfers of you and yours in and beyond the aforesaid. And for the aforesaid all ?witnesses? engaging, completing, and holding and <23>preserving, I bind you and yours and whom you wish in perpetuity, all and singular, that my goods and rights moveable and immoveablepast, present and future. The true right of incoming<24>to an establishment of this kind and gift in *emphitosinus*, I acknowledge to have had and to have received from you on one ?part? pertaining. Above which the termination from the said *reptom**<25>*peririminius*.of receptions and fraud, and ?arrangements? below, and all other rights *roni* and consents against adversaries of whatever kind. And therefore I dedicate to you of the aforesaid<26>?permission? *pntis** terms, acquittance from release with reception. But this I the said Jacobus Lanitia freely and from certain knowledge receiving and accepting your establishment<27>with the gift in *emphitosinus* of the said rental land from you the said Petrus Sarda under the

⁸³ *Directus* - can also mean "rightful"

⁸⁴ *Libero et francho alodio* - literally " free and freehold possession suitable to a free man"

aforesaid rental and ?arrangements?, I promise and ?confirm? to you the said Petrus Sarda that<28> I and my successors in the aforesaid must discharge to you, the said Petrus Sarda, and yours and your successors and whom you or they wish, annually in<29> perpetuity as aforesaid the said five *solidi* as rent of the above contiguous rental land. And other conditions aforesaid and ?arrangements? aforesaid in order that <30>there be *porta* and the said engagement, and I and they will engage and fulfil under the obligation of the said rental land, and all of the improvements made and created of the same<31>and *tonus* the rights to me properly my due of the same. And this oath and agreement we the said Petrus Sarda on one part and Jacobus Lanitia on the other<32>permit to whom we asent and promise in these things and noted by the undersigned that publicly in person set forth for us and those?legally affected?, to all who have or may have an interest, <33>to possess *renprenti*⁸⁵ and legitimate stipulations and wishes which arise from this, which in public copies below, of which one especially we of the said parties<34>and ?claimants? deliver, to the undersigned notary. This is [done] in the town of Saint Columbe de Cintillis the eighth day of March in the year of the nativity of the Lord One Thousand<35>Five Hundred and Eighteen. Sig + nature of Petrus Sarda, who to all and singular of the aforesaid, I swear, take oath, ratify and recognise at law. Sig +nature of Jacobus Lanitia the <36>acceptor, who to all and singular of the aforesaid, I swear, take oath, ratify and recognise at law <37>Witnesses to these things are the honourable Bartholomeus Formini, ?Bailiff? of the castle and Barony of Cintillis and Anthonius Juno Lomeus of the parish of Saint Comumbe<38>de Cintillis

<39>[*Different hand*]I, Johannis de Ball priest, prior of the chapel of the Blessed Mary of the castle of Sentill swear the aforesaid establishment of new lordship by the right of the said chapel<40>always reserving to me and mine in and through everything

<41>[*First hand*]

Signature of me Gasparus Puig priest, vicar of the church of the parish of Saint Columbe de Cintillis and by authority of the Most Reverend Lord Bishop of <42>Vich notary public of the same. Who drafted, swore, notated this and laid out in lines and completely of all other<43>notes presently copied as strongly commanded for the council of the said Most Reverend Lord <44>Bishop of Vich on the day of legal title

⁸⁵ Possibly related to root word *prehen*- “distrain/collect/enfeoff”

the twentieth of September in the year of the birth of the Lord One Thousand Five Hundred<45>and Thirty Two in which public form I prepared it and authenticated it

PLACENAMES

Llandunia <16> appears related to the word(s) for wool, so the phrase *llandunia market land* may refer to a piece of land used in connection with this trade, possibly a sheep market. *Rosta del pollel* <4> has been discussed under *Sala* above.

Transfer of Ferrer estate by Jacobus Podiata to Petrus Serda. Codicil added 1544

[Cursive script – difficult]

<1> Let it be known universally That I, Jacobus Podiata, farmer, lord of the use and proprietor of the estate of Podiata in the parish of St Peter Vallis Danielis [Daniel's Valley], Diocese of Vich, holding and possessing the estate of the house of Ferrer in the said parish of Vallis Danielis <2> undoubtedly of good and *?instis?* for any of my needs allowed by me occurrences which it is not possible to strengthen the diminishment of my own and my heirs lordship, which is sold to you in this manner which follows therefore freely and with undoubted knowledge for me <3> and all my heirs and successors whomsoever, present and future, I sell and [abbreviation]¹ cause in this manner the sale, concession, and temporarily with reason deliver to you, the Honourable Petrus Serda, heir and proprietor of the estate of Ferrer of Vilaestau in the parish of St. Co- <4> -lumbe de Sintillis, Diocese of Vich, here present, and yours and to whoever you wish for four years next coming. And after *?the passing of?* the said four years legal provision, nevertheless freely and at whatever time, returning *?in public with the agreement and sale written below four <5> ?adjoining? terrace lands with all ?olive groves? which are with that place appertaining to my said estate of the house of Ferrer, containing with ?entrusting? one *mancaria* of corn by the measure of the barony of Sintillis ?adjusted? more or less² ----³ <6> parish of Vallis Danielis. And that he might hold one with my said estate of the house of Ferrer, its lands and possessions, for the benefit of the parish revenue of St ----sachis in the church of Vich, founded and under the lordship of the church *?for a third of?* all the rents---- ---- <7> -*tecis* bounded, which rents I and mine release that they may hold and promise to you and yours, the lordship and income, but you the said purchaser and yours aforesaid, holders and possessors may hold, to discharge and deliver to whom? ---- ---- ---- in ---- ---- and <8> other honours six *denarii* *?minimum?* Barcelona money at the feast of the Nativity of the Lord, in instalments notwithstanding for the reckoning and with besides somewhere other reservation which I promise not to undertake with ---- to me in order that *?a challenge?*⁴ ---- ---- <9> And the boundary of the said four terrace lands from the east in the holding of , my said estate of the house of Ferrer in the road in the middle of the four, from the houses of the estate of Valldenen and the church of the said parish of Vallis Danielis from the south as far as the vineyard of the said Valldenen *?from the same?* <10> to the said vineyard part and parts *atritio*⁵ in holding my said estate of the house of Ferrer, holding of my said estate of the house of Ferrer. In everything before the sale and from legal*

¹ Monogram abbreviation for unknown word, possibly “with”.

² *Plus vel minus* - probably implies exactness rather than approximation. *Vel* can mean “or” or “actually”

³ Endings of lines <5> to <14> very faint.

⁴ Or “the aforesaid”. Transcription unclear.

⁵ Possibly related to *trituratío* – threshing.

proceedings, in whatever manner, I the said Jacobus Podiata acknowledge to you the said purchaser, and ?all? <11> of what is aforesaid, notwithstanding the legal provision ?generating? negotiated redemption so that I can the better declare understanding to you and yours, releasing and again a good understanding may be had of the aforesaid release which I sell to you from which the lordship and property of me and mine ---- <12> and singular, to you and yours, my lordship and possession I give and transfer *inceniotabiliter*⁶ full rights also having holding for all time, possession ?in peace? and from this time forward to you and yours and whom you wish, to have and use without coercion, hindrance, or contradiction, or impediment <13> by me or mine and others of which/whom ---- and personal. I promise to you and those who you wish *lotso** to you bodily possession the house aforesaid which I sell to you, and I acknowledge you and yours and those you wish ?to have? perpetual possession <14> To whomsoever above all who challenges the sale and other [matters]in legal proceedings in whatever manner in order that the better to be valid by law possessing and holding, I give, cede and require you and yours [?to give?] to all of mine ?and in? all legal and personal lawsuits initiated properly and by law ordinarily and <15> extraordinarily, and in any other manner whatsoever initiating ?court appearance?⁷ the duty and obligations aforesaid, which I sell to you and *tontia* whomsoever for ---- and matters of argument and opportunity thenceforward for which laws and legal actionsstated above, I ?empower? <16> you and yours and whoever you will that ---- to exercise and ascertain, exercising the use of the parcel of land and thereafter defending, sustaining, bringing legal actions and opposing⁸ and each and all other, making and to ---- serving in declaration and without declaration, anyone and to whom <17> I give authority to the means ?before the settlement of the sale? ?initiate?and take action to cede and possess?before?, and furthermore after it and at whatever time. I certainly acknowledge you and yours in the lordship and stewardship of this, ---- your proprietorship toward making ?the said?- --- <18> freely and voluntarily, reserving nevertheless always to the said benefice and to its venerable beneficiary of its own and his successors in the said benefice to such a degree of his own aforesaid, which I sell to you, which to him and the others I send the remainder of the said annual rent to any place whatsoever in his own ?district? the payment which <19> is, and is to be, owed, reserving and ?securing? the rights of the benefice and its venerable beneficiary to the extent of the aforesaid, which I sell to you, which of the aforesaid I settle the remainder and other rights of lordship ?sworn? ?concluded? thirty days and other rights of the same. Furthermore reserving <20> to me and mine the said six *denarii* of this case in instalments to be received. For the true purchase price aforesaid which I sell to you, you have given and paid to me, and it is acknowledged by me to you, to have had and received four pounds Barcelona money which purchase price is acknowledged <21> to have been had and received by [me and] mine and willingly paid. And on that account the returning excepted *permie** not paid and the purchase price aforesaid, not held and not received, and the law of deception beyond divisionof the purchase price instrument ?undersigned?and actions <22> repugnant of fraud and plotting and usurpation of

⁶Transcription unclear – ambiguous script. No possible alternatives fit context.

⁷Untranslatable play on words in Latin - *comportentia et competentes competereque* - literally "court appearance and suitable/claim/dependence and to demand". Probably has a precise legal meaning

⁸ All verbs have alternative (or multiple) meanings. This translation is tentative.

all other rights and rents and tenure, I give Rents of Rent⁹, I return to you and yours *inceniotabiliter* between the vineyard indicated above, which I sell to you in the forms permitted and the the form they will be permitted by purchase --- - said. It is --- <23> open and inferred in agreement --between me ---- the said parties?¹⁰ which *intasu* of forwarding?, I nor mine do not possess above, neither the repurchase of the said sale to me for overturning? the protection?----and the usages by us and ours, for neither in major or minor in the future, or rather at the time---- nor otherwise and hold <24> of all of you sworn? for the whole estate? *nonhembises* which is recorded? in the book and repurchase [or repay] and release the said four pounds and a third ---- may be the release and the purchase price stated previously to be instrumental for the whole month of December and if strongly not having the said release the said purchase price <25> the said month of December is not possible ---- without redemption of all of that, but in all coming voluntarily and disputants nor the said parties of all which is aforesaid be done in a public instrument or justly, as far as it is necessary by the usage and the customary law of Ca- <26> - talonia , and to the notarial recognition *infrastanti*¹¹ whom I summon in themselves and promise in good faith to you the aforesaid, which I sell to you, making you and yours and whom you wish to have, to hold, and to possess in good part perpetually against all persons. Everything I am held to you and yours <27> *senis* from the oath and legal injunction¹² and legitimate protection *cominde* and succession¹³ all expenses, charges, and costs of capital and interest, any of which were desired? by you and yours to make and sustain for the aforesaid, either the aforesaid legal warrant, in law and <28> outside legal procedures, or by whomsoever or whatsoever method expenses, charges, and costs of capital and interest aforesaid *credatne* and *credi*¹⁴ I wish you and yours, and of them in full and simple and no other words by regular? proof. And for the aforesaid, all and singular validators <29> and oath takers? observing, holding and preserving, I bind all and singular of you and yours that my goods moveable and immoveable wherever located and held or of whatever kind, and legally privileged. And that the aforesaid all and singular be reminded that they enjoy *fremitate* not by force- <30> nor in distress, but voluntarily to me, in all of mine which the Lord God and His Four Holy Evangelists placed in my hands in this life aforesaid, all and singular to observe, to accomplish, and to preserve and in nothing to work against, either by bringing a legal case of any kind, or <31> other legal plea therefore which and in order that what is said above is agreed, held and promised, I the said Jacobus Podiata, the vendor, hold and make over to you, the said Petrus Sarda, the purchaser, and yours and together with the undersigned notary, as well as personally in public to ours and yours and to all other <32> persons who have or may have an interest, and among either recipients or participants or other legitimate individuals. This is said in the town of St Columbe de Sintillis, Diocese of Vich the XXVI [26] day of December in the year of the Incarnation of the Lord MDXXI [1521] Si + gnature of Jacobus

⁹ *Arentes Arentei* - exact meaning not known. Initial capitals in original, probable legal phrase.

¹⁰ *Contrahentes* - Possible local variant of word for "contract". *Contrahere* (vb) means:- 1. to usurp; 2. To abide. See also Line <25>.

¹¹ "Notarial" i.e. by a notary public. *Infrastanti* – possibly "those standing below" i.e. witnesses to the contract

¹² Transcription ambiguous – could be *committione* (as above) or *evictione* – eviction. The former is probable.

¹³ Transcription ambiguous – alternative translations - "deception, decease"

¹⁴ Specialized forms of root word for "credit, trust"

Podiata <33> the vendor aforesaid, who swears, confirms and legalizes these things. Witnesses to these things are the honourable Bartolomeus Fucturus¹⁵, senior, parish of St Columbe de Sintillis and Antonius Sabater, *fiantie* of the kingdom<34> [*DIFFERENT HAND - difficult to read*] I Jacobus Maxinos Curator general for the ?Most Venerable [Bishop] of? Vich, beneficiary of the benefice¹⁶ of Sta. Maria ---- for ---- Michael on the [?episcopal?] seat of Vich, ?proxy? for Andreas Calinello ----me ----faithfully writing thenceforward for the illustrious Petrus Sabater, by royal authority notary public and vicarial clerk to <35> the Most Reverend Lord Bishop of Vich, on the fifth day of February in the year MD Thirty Four and in the name of the said benefice of direct and freehold lordship for the said name, the rented land. Writing the sale of the canonical lordship I swear the leases, reserving the rights of the said benefice and its said beneficiary in and for all always <36> reserving. By my actual hand, writing on the tenth day of July in the year of the Incarnation of the Lord MD Thirty Four

<37> [*FIRST HAND*]

Signature of me Johannes Picada inhabitant of the town of St Columbe de Sintillis, by Apostolic¹⁷ authority notary public for the whole universal world ?and for? ---- ?exercising? these, I wrote and swear

<38> [*THIRD HAND*] Let all know that I, Jacobus Podiata, farmer, lord of the use and proprietor of the estate of Podiata, parish of St Petrus Vallis Danielis, Diocese of Vich, holding and possessing the estate of House of Ferrer in the said parish of Vallis Danielis of right, good, and just title, freely and of my right mind acknowledge and recognize <39> you, the honourable Petrus Serda, heir and proprietor of the estate of Ferrer de Vilaestau, parish of St Columbe de Sintillis, aforesaid Diocese of Vich, being present. From discharge to me and I to you, to have, and receive voluntarily to me, paying all that four pounds Barcelona money for which with which <40> payment I sell to you and yours and whom you wish, for four years and subsequently, to whenever our instrument in favour of redeeming by way of four adjoining terraces, with allolive groves which are there pertaining to my said estate of House of Ferrer with contents, with seed grain <41> *himius*¹⁸ quarter of corn ?accurately?¹⁹ by the measured of the barony of Cintillis in the said parish of Vallis Danielis, to the correct limits and boundaries in order that from the self same sale to remain in full legal effect, brought together in the possession of the illustrious Johannes Stiada the notary undersigned, this day and subscribed. And therefore renouncing <42> exceptions ?of rent? Not paid, not held, and not received, and fraudulently deprived the said four pounds for you ---- in order it is mentioned before from the present ?discharge?to you, I make quittance from the

¹⁵ Transcription uncertain.

¹⁶ Meaning "receiver of the stipend"

¹⁷ i.e. Papal

¹⁸ A measure of volume

¹⁹ See note to line <5> "

payment ---- good and perpetually ---- our sworn agreement, from not claiming further without settlement by mutual consent. This is said in the town of St Columbe de Sintillis, <43> Diocese of Vich the xxvi day of December in the year of the Incarnation of the Lord MDXXI[1521] Sig + nature of Jacobus Podiata aforesaid who swears and affirms this

<44> Witnesses to these things are the honourable Bartholomeus Fortinius, senior, parish of St Columbe de Sintillis Diocese of Vich, and Anthonius Sabater *fiantie* of the kingdom

<45> Signature of me, Gabriel Raphael Moraniis, priest, vicar of the church of the parish of St Columbe de Sintillis and by apostolic authority for the whole world and Most Reverend Lord Bishop of Vich, notary public for the said town and parish of the said church. Who ?legally drew up? the aforesaid instrument so that the above is manifestly notated *adjunetum*<46>and taken between the words honourable Johannes Stiada of the same apostolic authority, notary and inhabitant of the said town, strongly commanded me to do through thehonourable ?Michael?, officer of the said Most Reverend Lord Bishop of Vich, the fifth day of January MDXXXVIII [1544]²⁰ at the instance of Petrus Serda of the parish of Sta Maria de Vilaestau, Diocese of Vich, drawn up in this public form and in my personal hand. I wrote (this) and authenticated it..

PLACENAMES

St Peter Vallis Danielis (Daniel's Valley) is the modern **Sant Pere de Valldaneu 375224** and *Vallden* modern **Valldaneu 371219** above the valley of the **Torrent de Valldaneu Ferrer** in *Vallis Danielis*<1> is discussed under FERRER above.

²⁰Dates 1534 and 1544 clearly distinguished in text

Transfer of Farrer estate by Petrus Sarda to Franciscus Aragarius reserving the rights of the church.

Copied 1552

<1> In the name of God. Let it be generally known that I, Petrus Sarda, heir and proprietor of the estate of Farrer in the parish of Saint Marie de Vilaestau ?also? heir and proprietor of the estate *de la Sala* <2> *Vall de Deseminis* in the parish of Saint Columbe de Centelles, Diocese of Vich, freely and of my right mind, on behalf of me and my *pntes*¹ and successors establish afresh and deliver in *emphitosinus* to you, Francisco <3> Aragarius, clothier,² of the parish of Saint Martin de Aquafrigida in the said diocese, *pntis* and yours in perpetuity, to your associates³, and to yours in one ---- ?*bostiona*? in all things ?to me? <4> and ---- and in trees of diverse species which, are and may be there, and with all its other rights and appurtenances, to the better ?maintaining? and not in anything withholding ---- <5> ---- you possess⁴ what I have, hold, and possess in the said parish of Saint Columbe de Centillis in the place called *Lossoleis de la Sala de Vall Deseminis* which certainly ----land I have, hold, and <6> possess by virtue of my said estate of *de la Sala Deseminis*. And ?to whom? the *trotium* land I hold and possess in the said estate *de la Sala Deseminis* under the lordship and full freehold of the chapel of the Blessed <7> Marie of the castle of Centelles and its venerable prior and his successors in that post ?judicially ceding? *trotium* land which I newly establish to you, which in this said estate *of de la Sala Deseminis*, the said <8> chapel and its venerable priors ---- to anyone whomsoever annually the right⁵ of yearly rent, which certainly I and mine release what we may have and hold, to anyone they please, which with obligation and discharge, of <9> and by yours, let the aforesaid holding and possession ?and development? be to you and yours, and to be responsible for undertaking and responsible for having, and you may be holding to me and mine, to all of whom at the feast of the Nativity of the Lord <10> seven *solidi* as payment towards the said assistance in rent, which I --- pay for my said estate to the said chapel and its venerable prior and his successors in it. And the said ?terrace? <11> land which I newly establish and concede to you and yours, is bounded from the east with?the same? *trotium* land planted with vines which was established for me by Raymundus Adroban and Johannes Adroban <12> ?all? of the parish of Saint Martin de Aquafrigida; to the south with all *trotium* land with establishment to the present day, to Martinus Johannes Valors, woollen miller⁶, inhabitant <13> of the mill of Apilia, in agreement and agreements in that *cnba** to me; from the west with that

¹ *Pntes*(pl) and *pntis*(sing) are possible abbreviations for word “present in person”, in this context possibly “now living” and distinct from future “successors”.

² See SALA N 7 1483 Note 1.

³ *Consimilius* - lit. "thing/persons which are similar". Exact legal meaning not clear.

⁴ Suffix, and hence tense, not clear.

⁵ Or “for certain years?”. Transcription of *rectas/certas* unclear.

⁶ *Molindinerio pannorum lane* - lit. “miller of woollen cloth”

vineyard of mine which is there *acirtio*⁷ with feet *rupis* with other *de la icque* <14> to have been able⁸ the commonly⁹ estimated one quarter of seed corn and a half¹⁰ of corn or rather to the right measure, *marcsati*¹¹ of grapes, which before the new establishment and and sale in *emphitosinus* <15> I make to you and yours, and to those whom you wish in perpetuity, of yours notwithstanding to associates, and of yours so as it can be better said and understood, to and of yours, in security, <16> I concede in full and sound understanding. And in this public instrument to you in perpetual legal validity you and yours aforesaid, all and singular, in bodily possession ---- to having <17> and holding for all time thereafter possession and to the undertaking thenceforward to yours to have voluntarily in all without refusal and impediment by me and my successors freely to you and <18> yours aforesaid in perpetuity, all and singular, which I newly establish and transfer in *emphitosinus* to you and yours and concede to sell and to establish or otherwise to deprive to yours your associates <19> aforesaid nevertheless namely the agreement and condition which you and yours *detris** and discharge to me and my successors whoever they may be, that which at the said feast of the Nativity of the Lord was stated, seven <20> *solidi* thenceforward truly no other rent, neither the agreement made and performed, nor ?to be responsible? for ---- unless the said seven *solidi*, first accounted for where truly not for? a claim? nor <21> you or yours, another lord with the lordship, excepting still the said chapel and its venerable [*interlineated* prior] and his successors in that place ?namely? which to you and yours and associates and of yours after ---- <22> which you have given satisfaction to the said chapel and its venerable prior and his successors in that place, reserving nevertheless the aforesaid rent for the said chapel and its venerable priors and their successors in that place <23> the right of lordship, sworn and acknowledged of thirty days,¹² and all other rights and enclosures [?inclusions?]¹³ which true lordship has and is able to have, in full freehold to some degree by law or <24> by consent for entry of this. The new establishment henceforward I am to have and receive from you, one pair of hens of it, to which is forwarded excepting the said hens not be dead nor <25> received and fraudulently and action in fact, in complaint/summons, and in good faith, I promise to you the said Francisco Aragarius, and yours in perpetuity the aforesaid proprietorship, all and singular which <26> I establish anew to you and yours, and transfer in *emphitosinus* and concede for granting¹⁴ and all undertakings to you and yours to have, hold, and possess ?the rent? against all who ---- <27> for the aforesaid all and singular, validating, holding, and attending, I oblige you and yours in perpetuity that all and singular of my rights and goods, moveable and immoveable <28> held or holding, wherever ?set out? which to those all my [?property?] whatever and wherever and continuing consent to those coming in whatever manner to this ---- <29> Franciscus Aragarius freely and in my right mind, for me and mine, accept from you the said Petrus Sarda aforesaid, the establishment ?practical?

⁷ Possible meaning "around".

⁸Or "it is possible"

⁹Or "communally"

¹⁰A measure of volume, presumably two "quarters"

¹¹ Possibly a measure of weight – one meaning of the root *marc-*.

¹²Possibly means "within thirty days"

¹³ *Sernitutus* – probably from *serna* "enclosure" particularly relating to a church.

¹⁴ *Emittione* - alternatively "handing over a legal deed".

understanding and promise ---- ---- <30> ---- all and singular, which you the above stated and [illegible name] to ---- and to complete that which I and mine release you and yours whomsoever, all the said ---- ---- <31> *solidi* with lordship and outlay to you and yours, under the public proceedings, and all of my honours conveyanced all and anyone of and to me in compliance with the canon law ---- ---- <32> continuing against opposition/incompatibility. And all and singular of the aforesaid, we the aforesaid make full agreement, transferred with an instrument with public right ---- <33> ---- and whatever and however many claims and requisitionsmay be made, for you and the undersigned notary. Done in the parish of Saint Columbe de Sintillis the second day of January in the year of the Nativity <34> of the lord MDXXIII [1523]. Sig + nature of Petrus Sarda establisher aforesaid who swears, concedes, and affirms this. Sig + nature of Franciscus Aragarius, clothier aforesaid, who accepts, swears, and affirms this

<35> Witnesses to these things are Franciscus ?Elianus? alias Caneis and Petrus Iuqel all of the parish of Saint Columbe de Sintillis

<36> [*Different ink and hand*] I, Johanes del Ball, priest, prior of the chapel of the Blessed Maria of the castle of Sentillis swear the aforesaid establishment ---- lordship reserving for ever the rights of the said chapel to me and my successors <37> in and for all things.

[*Third hand*]

<38> Signature of me, Gabriel Raphael Moranus, priest,¹⁵ Vicar of the church of the parish of Saint Columbe de Sintillis Diocese of Vich and by Apostolic authority everywhere, and by the Most Reverend Lord Bishop of Vich, notary public for that parish <39> Who devised and drew up and the above instrument. ?Written by?¹⁶ the Honourable Johannes Stiada by the same Apostolic authority, notary, and inhabitant of the said town of the church in person, notarized in full and in this <40> public form ?by hand?. What was actually spoken was written actually as commanded to me and done by the Honourable Official Council of the said Most Reverend Lord Bishop of Vich the XXIII [24] day of September MDLII [1552] at the instance of Franciscus Aragarius of the parish of Saint Martin de Aquafrigida ?together with?all of which document I close with the insertion in line XV [15] where you read "to whom" and in XXI [21] "prior"

PLACENAMES

Sala and *Farrer* [*Ferrer*]<1> are discussed under their respective headings above.

¹⁵See also CERDA N30 1521-1544

¹⁶*Inter scripturas* - literally "between the writings"

Transfer of Ferrer estate by Johannes Fabrer to Petrus Serda

<1> Let it be generally known that I, Johannes Fabrer, proprietor¹⁷ of the lordship, use and proprietorship of the estate of Fabrer, parish of Saint Michael *Las Perxas*, Diocese of Vich, freely and of my right mind for me and my heirs <2> and successors whomsoever, present as well as future, for the the *trono*¹⁸ land described below, which you the Petrus Serda described below promising with other rights to me and mine and exchanges from exchange¹⁹ and promise to you the said Petrus <3> Serda, inheritor of the estate of Mas Ferrer of Saint Magdalene de Vila Estau, parish of Saint Columbe de Cintillis in the said Diocese of Vich, in person and to your heirs and successors and whom you wish in perpetuity, all <4> the rented²⁰ land ?contained?in the said parish of Saint Columbe de Cintillis in the place commonly called *Como den [blank]* containing of which ?quarter? of seed corn or thenceforward *m-a* and of the appurtenances of my said estate of Fa- <5> -brer. And it is held under the direct lordship and full freehold of the lord of Sancta Coloma ?of the lord of the houses?²¹ of Sancte Coloma, parish of Saint Columbe *ra serra*.²² Therefore ?the said? exchange with exchange?²³ I ?dedicate?²⁴ <6> to you and yours, reserving nevertheless the singular and direct lordship of the said lord of Saint Columba ?over the land? We swear *foriscapiis*²⁵, confirm, and acknowledge the rights of protection and possession and others to all and each others pertaining to to the said <7> -lordship to the degree of rights by consent. Whomsoever the lord of Saint Columbe may collect each year the rights at pleasure of rent in and over the aforesaid rented land . Which rent I and mine <8> release [what] we may have and you[*pl.*] may hold each year. And the boundary is bordered from the east of the said rented land, from the east with my honour of the said estate of Mas Ferrer in the south part of my honour, with your said estate of <9> Mas Ferrer, and in part with the honours the estate of *Banler* which the said Petrus Sarda has and holds, from the west with the honour of estate of *de la Spluga* which you the said Petrus Sarda have, hold, and enjoy <10> with the honour of your said estate of Mas Ferrer. In this form of true exchange with exchange, I the said Johannes Fabrer ?dedicate? to you the said Petrus Sarda, and yours and whom you wish. In order that in the interests of better and useful <11> ability and understanding for true sound and good understanding of you and your heirs and

¹⁷ *Heres* – 1. Landed proprietor; 2. Tenant possessing land by heritable tenure.

¹⁸ The only similar words have the root meaning “weigh”. Possibly a specific Catalan term related to *trotium* of previous document.

¹⁹ *Rambias ex rambius* - legal formula. Possibly means complete fulfilment of the contract by both parties.

²⁰ *Pena* – probably variant of *poena* – indemnification/compensation/recompense. Presumably land not free of charges.

²¹ *Domini domius*

²² *Serra* - mountain ridge (common in the Cerda area!!). *Coloma* and *Columba* clearly distinguished in text

²³ *Cambii sine pinutanone* - formula used with variants in this document (see Line <2>). Both words in this line could translate as “exchange” Possibly whole phrase means “exchange with money changing hands”.

²⁴ Alternative transcription reads “I make”.

²⁵ As a landholder liable to pay tax for leave to alienate his holding.

successors. The aforesaid release, which you and yours and whom you wish in perpetuity, from exchange with exchange from the law <12> of lordship and proprietorship as far as I and my heirs and successors are able. The same, which all and each of and to yours the right of lordship, proprietorship, moreover are able, I give and transfer in ?in legal form? <13> full rights of having, holding and possessing, and to all, of and to yours, voluntarily thenceforward for making freely in perpetuity. The promise to you and yours that I would transfer the aforesaid *trono* land to you <14> and yours and whom you wish in bodily possession, as if and ?in that? I would ?dedicate? you and yours and your successors in this to ?acknowledge the existence of the honour?. And without legal proceedings of any kind exchange with exchange I give, <15> deliver, and mandate, to you and yours and whom you wish in perpetuity, all rights and all enjoyments real and personal together with the usages and rights at law, ordinary and extraordinary, and others of whatever form ---- <16> ?dependent and dependencies and to pertain to?²⁶ duties and obligations or claims as aforesaid which you and yours and whom you wish ?with money? and from exchange, and against persons whomsoever and things accounted for or not, <17> of the aforesaid. To which rights and enjoyments described above you and yours, and whom you wish, to perform and to ascertain, to be able in law and outside law administering and protecting, proposing, <18> bringing actions and ?opposing?in law and enjoyments thenceforward, returning and giving final and absolute quittance and settlement, making and swearing to whomsoever and in whatever manner, I make and acknowledge that <19> I possess enjoyments in this form of exchange and exchange and to be able for me and my posterity whomsoever. I ?dedicate? and constitute you and yours, and whom you wish, all and each aforesaid, the true lords and proprietors <20> that your rights and theirs of ownership of or to the dedication thenceforward that yours wish in any form. I and mine thenceforward from the said *pemius* of moveables aforesaid or enjoyments which you and yours from exchange <21> and exchange you with other rights which which I swear to you this day, in the?presence?of the undersigned notary, from exchange and exchange ---- and of mine and whom I wish. Whenever the rented land all rights <22> and appurtenances with all you[*pl*] have and possess in the said parish of Saint Columbe de Cintillis in the place called *lo Pla de Regomber*. And therefore terminating from *reptom** of exchange, not making, not to be held, and <23> not received, and by law which remedies frauds beyond partition and justly appraised remedies, I give and ---- remit the gift ?in legal form? between ---- to you and your said heirs and successors in this, <24> and whom you wish and signify in perpetuity, and everything aforesaid which to you and yours from exchange and exchange, exactly valid, or from now will be valid, aforesaid which to me and mine from your exchanging and exchanging²⁷. And I consign <25> and promise to you and yours as aforesaid, which to you and yours exchange and from exchange with all encroachments and extortions in that matter, I acknowledge and from now ---- I and my heirs and successors may do, you and the said <26> yours and your heirs and successors, also those you wish, to have, hold, and possess in perpetuity, in complete peace and ?security? against all persons. For which I will be held, and my heirs and successors will be held, to you <27> and yours for ever from the grant of them, and from restitution of all and singular penalties/losses, costs, expenses and damages

²⁶ Probably a legal formula – Latin is *pertinera*(nom.sing.) *et pertineres*(nom.pl.) *pertinereque* (infinitive vb). Noun can mean “serf, dependent, agent, appurtenances” ; verb “to belong to, lapse, appertain to, border on, be allied to”.

Above translation very tentative

²⁷ 2nd pers. pl. verb forms of nouns used above

whatsoever you and your heirs and successors ?swear?, and ?compact? in whatever <28> manner, in law and outside law, with/without²⁸ gaining a lawsuit in law or?grasping?, with/without in fact *sumbnemi*. And who/what otherwise known as of the aforesaid enclosure you and your heirs and successors, also those you wish in perpetuity, ?living there? <29> And truly from all rents and ?to equal? Achievements/revenue that and those for the aforesaid in least of all the said freehold lordship without other things you are held to do, I transfer to you and your said heirs and successors, and whom you wish in perpetuity, all necessities, decrements with/without decreasing,²⁹ aforesaid. Which to/for whom certainly to the expenses, costs, penalties and damages *tridami* to you and yours and whom <31> you wish, to you, and I require of them, to produce in plain and simple words of no alternative interpretation.. And for those witnessing and validating, holding and guaranteeing, I bind you and yours that all my goods <32> moveable and immoveable, priveleged and not priveleged, wherever held or to be held. Sworn freely in my mind for the Lord God and His Holy Four Evangelists by my hands <33> bodily³⁰ ---- as above, all and singular accounts and oaths, I will have, hold, and observe and I may not in any way oppose[*word deleted by original scribe*] nor bring in any way a legal case or proceedings. <34> This promise therefore, all and singular, I dedicate *pansro-* and entrust, and I, the said Johannes Fabrer, promise to you the said Petrus Sarda, and yours and whom you wish, and besides the undersigned notary*, that publicly <35> in person for you and yours, and for all and singular persons whom it concerns and will have concerned, *renprenti* and *pansrenti*³¹ also corroborate, I may agree legitimately. Which is done in the said parish of Saint Columbe <36> de Cintillis this eighth day of May [?March?] in the year of the Incarnation of the Lord One Thousand Five Hundred and Twenty Seven. Sig + nature of me Johannes Fabrer aforesaid, who swears and confirms this <38> in legal form

<39> Witnesses to these things are Gabriel Clasta alias Monpar, of the parish of Saint Marie Magdalene de Vilarestau, and Franciscus Pins of the parish of Saint Andrew de de Dona of the said Diocese of Vich

**There is no notarial authentication on this document, which is presumably a duplicate of the original*

PLACENAMES

Fabrer <1> is discussed under FERRER in the Introduction

²⁸ *Sine* – capable of both meanings – see Introduction

²⁹ Noun and verb from root *denim-* alternative meaning “encroach”.

³⁰ Probably means swearing on a copy of the Gospels.

³¹ Possibly related to root *prehen-* “distrain/collect/enfeoff”

Acknowledgement by Petrus Serda of return of land occupied by Gabrielus Claste

<1> **Let it be known to all That** I, Petrus Sarda, proprietor¹ and lord of the use, and proprietorship of the estate of Mas Ferrer, Saint Marie <2> Magdalene de Vilarestau, parish of Saint Columbe de Cintillis, Diocese of Vich, Freely and of my right mind acknowledge <3> and recognise you, Gabrielus Claste alias Mopaz who at the time at the time of the mortgages entered the estate of Mopar², in the aforesaid parish <4> of Saint Columbe de Cintillis as it now is which you have given, released, and restored to me that which I [gave] to you, to be had and received at my wish, <5> accounting for all that ten pounds Barcelona money for and of whose[*pl*] rights the lady Balnatnisi Mopara had as wife <6> of Julianus Mopar, to hold and possess in heredity, and all property which may have been the said man's, of himself or for them, gave and gave as a dowry [*possibly* surety] and <7> other rights which she would have, in and over the said personal property, sworn by the general constitutions [=laws] of Catalonia which I may proclaim ?for consideration? <8> of the said Julianus Mopar, appropriate and recognized son of the marriage, and known to you, who sold and conceded to me and mine for four <9> years and subsequently, and for some future time to commence towards the redemption always with the mediation all that portion which the said vendors <10> had, and in all that share with *bannate*³ land sections you ---- and the sections *de erbatges*⁴ in which land they had a share <11> and possessed communally, and for ?legal purposes? with the inheritance of the estate of Sunyer⁵ in the aforesaid parish of Saint Columbe in the place called *Ptmi* <12> *Serra de las Contestis* and the section *Pla de las Monagas* and *Coma del Tio Etomas de las Bassonas* which is from the full ownership and <13> proprietorship of the estate of Tomas in the aforesaid parish. Each estate was possessed communally with other estates and for <14> ?legal purposes? for inheritance of the said estate united and attached to the said estate of Mopar, and for the heirs of the said estate of Sunyer, that it might be alongside <15> all the said shared land from the east to the honour of the estate of Foltia aforesaid for ---- boundaries there fixed and extends for ?association? <16> ---- land *de las Contesas* as far as the former ---- which is there and extends ---- to watercourse [*torrentus*] and in ?the direction?along- <17> -side with as far as ---- the rented estate of Sunyer in freehold of the said church of Saint Columbe de Cintillis, and passing by the said mountain stream, and <18> following the said stream alongside the honour of my said estate of Ferrer, and the sections with the rented land of my said estate of <19> Ferrer extending for a certain *torrogais* ---- as far as the limit of the same Ferrer, alongside your honour of the estate *De La Spluga* <20> and the section in the honour of the estate of Soler which is possessed in *pressagne*⁶ by the parish of Saint Michael *Cas Perxas* and ?passes? certainly⁷ as far as <21> all the boundary stones set in place there clearly

¹ *Heres* – see CERDA N11 1527 Note 1

² Abbreviated placename, expansion not known

³ *Bannate* (adjective from *bannus* – see SALA N3 1186 Note 3) has over 10 meanings. The two that seem to relate here are:- (a) Summons to service in the army - (possibly relating to land originally granted in return for feudal military service:- or (b) Judicial warranty of possession of land. Meaning (b) probably applies here but (a) is not impossible

⁴ Probably a Catalan term

⁵ Ildefonso Cerda's mother was a Sunyer

⁶ Possibly related to *presa* – right of collection of certain taxes

⁷ Or "by right", depending on whether the reading is *certe* or *recte*

at the front of the fields of the said ---- *Bassonas*, from the south alongside to the honour of your said <22> estate *de la Spluga* and extending to the large river bank⁸ which is there, and through the boundary fixed there, and extending for the middle of the said <23> *de la Monaga* plain, and extending all the way from the source of the watercourse which is separate from the one clearly from the plain of the said Saint Michael, otherwise <24> truly of the church of Saint Martin de Cintillis, from the west to the large mountain stream which is formed from the aforesaid mountain streams. And the river⁹ with <25> the honour of the estate of *de la Serra de Centelles*, parish of the said Saint Martin de Cintillis, among which those alongside are included <26> anywhere in the rented land against the said *Tobam de las Bassonas* which are proper and integral to your said estate of *Banler* and which are not <27> communal, and those which were included in the aforesaid sale. These and others in the right of the said sale thenceforward reside [?= are situated?] in the aforesaid parish <28> of Saint Columbe de Cintillis the day of entitlement, the twenty fourth of December in the Year of the Lord One Thousand Five Hundred and <29> Twelve, authenticated and undersigned by the illustrious Johannes Bado, priest of the aforesaid parish of the church of Saint Columbe de <30> Cintillis, and by authority of the most venerable Lord Bishop of Vich, notary public of the same. Likewise from other *pte** you release, restore, and hand over to me <31> that which I similarly [do] to you, to be held and received at my wish, amounting to five pounds, which, in order that it might be ?claimed?, I released to the most noble lady <32> ?Tbode? de Cintillis, lady wife of the most noble lord Ludovicus de Cintillis, lord of the castle and barony of Cintillis, and lord in direct freehold <33> the said *bannate* tenure right land of the watercourse, ?bounded? and taken the oath prescribed for the said sale, and twenty *solidi* of the said money which I similarly <34> ?alone? ---- noted for rightful payment of the said sale, for the said continual maintainence of the said rights of the aforesaid written notification, which was sworn by me among all [= in public] <35> ---- sixteen pounds. And therefore terminating, ?permanent achievement?, not to account, not to have, and not to receive, and [by] deceitful things thus be of no effect, <36> let it be ?demanded? not to take ones stand, and all other rights in these, opposing in all things ---- to you, I dedicate from the aforesaid sixteen pounds for you to me, <37> firstly from legal proceedings, and aforesaid methods?remote from? *Pntem** quittance of discharge and,?the establishment? I give, absolve, settle, and remit to you, all <38> arrangements, questions, petitions, and demands which I may have had, and been able to make, with intemperate bringing of an action, warning, against you <39> and your property of the watercourse, sold as the said tenure with *bannate* land, promising to you and yours, that which from and for the aforesaid, not to bind you nor <40> yours whomsoever as aforesaid above, all and singular, to me and mine, I set out in writing forever and everything, being done, inciting the way, and precluding <41> rent¹⁰ with this handing over and restoring to you, commenced at the time of the said sale in its essential form individually, receipt of the same, which and what cancell- <42> -ation and annullment I command all present, as one, to ?declare?, and effect and note the same, in the presence of the said

⁸ *Riparia* – alternative translations "fence, escarpment". Translation given in text is the most common meaning, but "escarpment" definitely possible in Centelles area

⁹ *Amnis* – a rare word for "river/stream" or "torrent". The word clearly distinguishes this watercourse topographically from the normal "mountain stream" – *torrentus*.

* Abbreviations with many possible expansions

¹⁰ Alternatively – "penalty".

scriptorium of the said Saint Columbe <43> .Therefore the other [things] which are useful to me and equally do not hinder you and others, dedicating to you and yours, good and perpetually <44> with acquittal, settlement, receipt, and thorough trustworthiness from subsequently not demanding at law and from not undertaking. In the presence of the undersigned witnesses, <45> the agreement is solemnized. In the above I consign and promise to you and yours and those undersigned that publicly in person [between] you and us, <46> to yours and even all others, who have interest or interests in receiving and *panstenti*¹¹, also in fact a legitimate agreement, which in this form of receipt, <47> acquittal, and settlement, and others all and singular aforesaid, always calculated, accepted, validated, as well as sworn I will have, engage, fulfil, <48> hold, and observe, and I may not in any way act against, or [seek] other relief in legal form or action. Done in the aforesaid parish of Saint <49> Columbe de Cintillis the day of legal title the eleventh of June in the year of the Lord One Thousand Five Hundred <50> and Thirty Five. Sig + nature of me Petrus Sarda aforesaid, to which I swear and confirm.

<51> Witnesses to these things are the illustrious Franciscus Lado, priest and *subnitarius*, and Baltazar Puig*, both of the said parish of Saint Columbe <52> de Cintillis in the said Diocese of Vich

<53> Sig nature of me Casparius Puig* priest, Vicar of the church of the parish of Saint Columbe <54> de Cintillis and by authority of the Most Reverend Lord Bishop of Vich notary public of the same <55> Who wrote, finished and authenticated this.

**Possibly brothers - Christian names are two of the traditional names of the Magi*

PLACENAMES

"...the river with the estate of the honour of the estate of *de la Serra*(mountain) *de Centelles*"<24-25> may be the **Torrent de Centelles** (source **330254**).

None of the other names in the document can be identified.

¹¹ See CERDA N11 Note 14

Sale by ?Naresi? and Palnia Quale alias Pujada to unknown person.

This document is in very poor condition..The script where legible is faint and the calligraphy often ambiguous; and subsequent to composition several words and clauses on various lines were deliberately obliterated by smearing with a pitch like substance. A dilute solution of this (possibly an accidental spill) has spread over the left hand side of the sheet down to about line 20 and only occasional words are legible under it. Lines 37-46 constituted a completely separate section; parts of this were subsequently obliterated and then the complete section was smeared deliberately with the dilute solution. Some parts of this section are legible

Lines in the document are approximately 35 cm in length; the length of the obliterated or illegible sections of each line are indicated.

<1>[26 cm] grant/concession/bestowal [5cm]
 <2>[25 cm] aforesaid favourable ---- in
 rented
 <3>[15 cm] ?swear? ---- thenceforward in order that it terminated at the said rented land in/on
 which
 <4>[20 cm] honour ?named? Adonidente with ----

 <5>[completely illegible]
 <6>[28 cm] have an interest in ?your honours?¹which
 <7>[20 cm] if *rasa*² ---- ----without having no final ?evidence?
 <8>[30 cm] freely voluntarily and of his
 <9>[30 cm] and of ours and all the same
 <10>[25 cm] full ---- to having and at all times
 <11>[25 cm] promises to you to hand over to you or to whom you wish
 <12>[15 cm] and above all to anyone to cede ?to? you all rights and to complete all
 arrangements
 <13>[completely illegible]
 <14>[32 cm] and all rights
 <15>[25 cm] operating ---- ---ing defending/claiming occupying and bringing an action
 <16>[20 cm] I lease/from now³ we take possession before delivering the legal sale
 <17>[20 cm] constituting you and yours in this obligation and throught your guarantors
 and your ?legal position?
 <18>[20 cm] all which is aforesaid above which you sell legally and the lordship to whom

¹ Or “?vineyard?”. Cf. Note 2 below.

² A measure of area for vineyards, or a measure of volume.

³ In text *admodo* - “I lease for a fixed rent”, but possibly local usage for *amodo* - “from now”.

<19>[25 cm] and it is comprised of ten *solidi*
 <20>[10 cm] which we acknowledge to you to have had and to have been received by us
 voluntarily accounted. And therefore
 <21>[10 cm] accounted and not receipted and received wrongly and in the arrangements made and
 the laws which remedy fraud <22> ---- partition legally ---- ---- if other rights of costs and custom
 repugnant against this.giving and conveyancing yo you and yours the gift of ---- <23>?damages?
 besides/hitherto the full and every sale in every manner are or will be valid ?collect? before his said
 notification to me and promise as aforesaid which you the vendor commit yourself <24>and yours
 and those you wish ---- to receive in *sinapa* ---- terrace lands ---- ----every person ?you do not
 know? you and yours always swear and legally *enimoe* and legitimate <25>defence of the same. in
 law---- [10 cm obliterated] singular with full ---- and ?promising? attending and maintaining and
 binding <26> you and yours all and singular [5 cm obliterated] hereditary moveable and
 immoveable wherever held or holding. ?Bearing in mind? How much besides/hitherto of this
 benefice⁴ <27>of the “nonas”⁵ constitutes and is said [8 cm obliterated] consent ---- *sognenti*⁶ from
 both or many in trustworthyness and obligations<28> and ?particularly? I the said Palnia---- ---- of
 my rights ---- for the undersigned ---- which besides/hitherto the benefice by the wish *senatus*
*consulti*⁷ <29>and by authority further of the lady⁸---- ---- ---- gifts and endowment⁹ to me, and
 the rights of my claims and all together of all other rights ---- <30>and the customary abiding, ---- -
 ---- ---- not swearing on our souls for [= by] the Lord God and His Four Holy Evangelists in
 whose hands we aforesaid bodily <31> ---- aforesaid all and singular, others ---- and to execute,
 hold, and maintain, and in no wise to act against or to bring the law in any way whatsoever against,
 or yet, <31> ---- this therefore which the said ---- with that above above ?committed? ?adjusted? ----
 and the promise as the said vendors, for us and all our heirs and successors whomsoever, <32> to
 you the purchaser, and yours neither the church and diocese undersigned, just as if publicly in
 person to you and yours and in fact for all other persons who are or may be concerned, <33> ----
 and ---- --*cenam* legitimate undertakings. This is done in the house of the *ebdomade minores*¹⁰
 parish of Saint Peter Villamajoris the Tenth Day of <34>[5 cm obliterated] in the year of the birth
 of the Lord One Thousand Five Hundred and Thirty Five. Sig + nature of ?Naresi? Quale *alias*
 Pujada, and Palnie his daughter, vendors <35> aforesaid, who ---- swear, and take oath, in the
 presence of the witnesses the illustrious Antonius Sobet, priest, vicar of the church of Villamajoris
 and Bartholeus Pereres <36> ---- de Barqueres of the said parish.
 <37>[30 cm] his *prepromi* toward Saint Peter

⁴ *Beneffinum* –possibly a local version of *beneficium* which has nineteen meanings, half of which relate to specific forms of land tenure

⁵ *Nonarum* gen.pl. of *nona* – duty of one ninth of the crop of land held of the church by beneficial tenure – see note above.

⁶ Possibly related to word for - 1. Service of providing food; 2. Valid reason for non-attendance.

⁷ *Senatus Consulti* - In classical times "Decision of he Senate". Whether this "Senate" is the Town Council, a church body, the Royal Council or something in between is unclear. But see 1359 p.7, where it clearly refers to a council "of the villagers"

⁸ Female person, not title. The name *Palnia* in Line <27> is feminine = “Pauline”.

⁹ Both words can relate to marriage dowry/gifts or endowment to a church.

¹⁰ Literally "seventh day juniors" - possibly a religious community

<38>[20 cm] you have given and released our ?moveables?
voluntarily

<39>[25 cm] you wish arrangements nevertheless that which is returned by means
of

<41>[30 cm] which we have and possess
below

<41>[30 cm] depend on the arrangements to receive in the
presence of

<42>[30 cm] not to release and in fraudulent
testimony

<43>[28 cm] for the church of Saint Peter Villemajoris the
tenth day

<44>[25 cm] Quali *alias* Pujade and Palnia Pujada, widow,
his¹¹

<45> daughter who swear this and make oath[20 cm *obliterated*]the church of Villemajoris and
Bartholomeus Perera <46>..matus de Barqueres of the said parish.

<47>[1-2 lines completely obliterated]

PLACENAMES

Pujades translates as "slope/hill/climb", a common topographical term. The references in both to the parish of *St. Peter Villamaioris*, identified as in the Diocese of Barcelona, and the provenance of the clerical trustee in 1566 <1> as the church of Maria del Mar, Barcelona¹² indicate that this estate was probably well to the south of the Cerdà/Centelles area.

¹¹ Unclear whether pronoun relates to "widow" or "daughter". Grammatical construction ambiguous.

¹² Near the waterfront, a fine Catalan Gothic building regarded as the main church of the city by the maritime interests, rather than the cathedral near the royal palace.

Transfer of Pujades estate by trustee for Lull family of Barcelona to Anthonius Soler alias Pujades

[Some words obliterated subsequent to composition]

Let it be generally known that I, Raphaelus Sorribis, priest, of the church of the Blessed Maria Del Mar, Barcelona, trustee¹ to the below, legitimately constituted and > ordained by the magnificent Lady Eleanor Benedicta Lull, wife and widow of the magnificent *galearandus* Thomas Lull, gentleman² and resident of Barcelona, for holding and possessing >and to hold and to possess what is owed and [HOLE] all and singular goods and rights of her said husband for their dowry and jointure, and all their other rights in accordance with ancient texts>of the sworn custom of Barcelona, and the general constitution of Catalonia, first published at our inception,³ then and now, that no general cession> of all goods and rights which existed [HOLE] of her husband for the entire duration of his life, who in his last testament instituted and established a general and continuing inheritance in favour of his aforesaid widow.>The last testament of her said husband was made at Barcelona on the eighth day of June in the year of the Nativity of the Lord One Thousand Five Hundred and Fifty Seven, and authenticated with the signature of the>illustrious Petrus Falanera, notary public of Barcelona, and the magnificent lord *galearandus* Paulus Lull, gentleman and resident of Barcelona, and son of the aforesaid couple, and at the end of the life>of the said Lady Eleanor his mother, the said general heir to whom the magnificent father in order that the said general inheritance continue thenceforward with a *prechalendato*⁴ of his final testament in order that>my trusteeship remains the instrument of receiving the rents, notarized on the twentieth day of August in the year of the Nativity of the Lord One Thousand five Hundred and Sixty Two>the said names, through my said magnificent principals, and I swear, approve, ratify and confirm, and establish anew to you Ant[obliterated] Soler, alias Pujades, the usufructuary⁵ and Margarite > his wife, proprietor, and yours, and to whom you wish in perpetuity, notwithstanding associates . and of yours All that estate of Pujades in the plot legally divided with the lands>honours and possessions of the same, including that cultivated and uncultivated, and with orchards and trees of diverse species, entering and leaving, all its rights and appurtenances in general >and itself you hold according as your predecessors, on either side of the period of the time they were held and possessed by the said magnificent *galearandus* Paulus Lull my principal, and under the lordship and >freehold of the same, for the rent of one pair of hens for a recognition and

¹ *Beneficiarius procurator* - "Guardian of the Beneficiary"

² *Magnificus* "magnificent" and *Domicellus* "gentleman" are indicators of status, probably officially sanctioned. *Galearandus* is from *galea* "galley, galleon" and possibly means shipowner or one who supplied a galley for the royal service. While none of these titles can be accurately translated, the deceased was obviously a person of some consequence.

³ Probably means "Foundation of Catalonia". By the 16th Century Catalans were emphasizing their history independent of the ruling Castilian monarchy

⁴ Presumably "codicil".

⁵ *Usufructuarius* - Usufruct is the right of temporary possession use or enjoyment of the advantages of a property belonging to another as far as may be had without causing damage or prejudice to it

one quarter⁶ of corn for the *socedus*⁷ and a second quarter of corn for the workshop, one *ione* for the threshing floor. Likewise one quarter of wine for the *socedus*. Likewise another quarter of wine for the workshop. And for the claimed land stipulated below you release and to release, the holding of the said lord my principal a sixth part of all produce which collected/reaped from this, and certainly from all the honour which is located from the watercourse of Bernardus Vidal as far as the hazel grove resembling the said fifth. and making a fifth and is canalized⁸ and is bounded one from the said lands, which are [3-4 word obliterated]. In the place called Pujolet from the west with the honour of the estate of *Fabrega* in the area⁹ with the honour of the estate of *Gras* from the south, with the honour of the said estate of *Gras* from the west, with the honour *den Canaletas* in the area with the honour of *Dencasta* and *aciteio* with the honour of the said estate of *Fabregues* Likewise whatever is claimed which is from the stream of Bernardus Vidal which appertains to the said estate of Pujades. Likewise, anything of the other estate called *Fabregas* by right with all and singular lands, honours, and possessions of the same, including both those uncultivated, and with diversely producing orchards, entering and leaving, all its rights and appurtenances. And that you hold according as your predecessors on either side of the period of the time it was held and possessed by the said lord, *galearandus* Paulus Lull my principal. That succeeding the lordship of the King and under the lordship and freehold of the same for the rent [3-4 words obliterated] each year without distinction in perpetuity of the discharges below --- >concluding with the discharge namely at the feast of Saint Peter [5-6 words obliterated] --- *atisutatus* of the Lord two *solidi* and eight *denarii*. Likewise beyond *patriciadetis*¹⁰ and given that you may hold annually of my said two principals by one pair of hens for recognition, one quarter of corn for *socedus* and another for the smithy¹¹. Likewise one quarter and a half of wine from *forestatie*¹² and one quarter of wine for *socedus* to my said principals and another for the workshop.. Likewise one *tragini*¹³ and one pack saddle. And it is known that the aforesaid quarter of wine, and one quarter of corn, and one quarter and a half which is given for the workshop for --- [GAP] from *forestatie* and one quarter and half of wine for *socedus*, which has not been discharged today, presently/to the extent the said [word obliterated] otherwise known as Pujade and Margarite his wife, which the said Raphael Sorribes made protest for the said names [word obliterated] to the said Sorribes for the said names will be seen to give rise to legal jeopardy for their rights.. And the said estate is bounded with the parcel of land in which is cultivated and improved¹⁴ from the eastward to the holdings of the estate of *Gras* and the area with the freehold of Saint *Sanir* from the south. And from the west with the aforesaid estate of *Gras* and around with the mountain stream of the estate of *Fabrega*. Likewise, any parcel of land nearest the said said parcel of land

⁶ Possibly a fourth part of the produce of the estate, or simply a "portion" a recognised standard quantity

⁷ In Italian usage a "cattle feeding contract". Probably relates to some form of pastoral contract.

⁸ Probably means "irrigation waterways".

⁹ *Partim et partime* – see also line <18>. Play/emphasis on word *pars/partis* "part" with 20 meanings, including "belonging to". Possibly equates to English "part and parcel"

¹⁰ Possibly related to word for "patrician". May relate to status of Thomas Lull – see Footnote 2.

¹¹ Apparently the same as the "workshop", but specific word *ferrarius* used here.

¹² Relates to forest(s) - exact meaning not known

¹³ Cartage service.

¹⁴ *Constructus et edificatus* - both word have alternative meaning of "reclaimed"

quarter of corn for , and another quarter of corn for the workshop, a single ----ploughing, a single quarter of wine for , and another quarter of wine for the workshop and ---->the lands already stipulated above, you make a sixth of all produce which is gathered from them. And still all [4 words obliterated] of Bernardus Vidal as far as [2 words obliterated]>you make a sixth of *host* and ?irrigation? and for the estate of *Fabrega* designated in the second place, of the said six *solidi* Barcelona money, annually altogether in perpetuity of discharges of less than two years ---- ---->with discharge manifestly at the feast of St Peter[29 June] three *solidi* and four *denarii*, and at the feast of the Nativity of the Lord two *solidi* and eight *denarii*, one pair of hens for recognition, >a single quarter of corn for , and another for the smithy, a single quarter and half of wine of *forestatie*, and a single quarter of wine for , and another for the workshop, a single *traginus* and a single *ione* and for claimed>land, that it is said the said claimed ?riverbank? established of the said eighteen *denarii*. And reserving the third oath and [word obliterated] *foriscapia*¹⁸ thenceforward for the aforesaid adequate discharge. For This >true swearing, approval, ratification, and confirmation, you give and discharge to me for the said names. And I acknowledge to you to have had and received nine *solidi* and four *denarii* Barcelona money. >And likewise I report the acceptance of the aforesaid money not to be had, and not received as a fraudulent action ?not done?. And all other rights of ---- and of consent to this come together in a completely >voluntary manner. Otherwise for the aforesaid name, I wish and concede to you, that which in this instrument may be ceded, which to you in the place of new precarial¹⁹ deed which by ancient titles aforesaid now that>in order that you affirm, also you still take oath. To your soul through the Lord God and His Holy Four Evangelists in your hands²⁰ and your personal acts, you do not have nor will have capability under other> rights, new or old, to aforementioned actions. And you are to make no fraud nor evil which would detract, by which you may not have had it or not acquired them duly and according to custom you will have been diligent in this>such as in truth are destroyed. And ?I repudiate? for them to you the return ?in the position of? Guardian ---- for the said names, also my said principals, expressly referring to that which may become apparent in the future, for other>and different instruments, new and old, made for aforementioned acquisition you and yours aforementioned, ---- ---- to owe, to take the greater precarial contract for the rent and other rights beyond the aforesaid. That same>rent and rights you are to make and present to my said distinguished principals not to obstruct in any way by any instrument. This is done at Barcelona [insert - Parish of Saint Peter Villamaioris Diocese of Barcelona] the sixteenth day of September in the year of the Lord> One Thousand Five Hundred and Sixty Six Sig + nature of Raphael Sorribes priest trustee aforesaid who on behalf of the said names swears and confirms⁶⁴>Witnesses to these things are ---- ??Placeda?? and Antieus Guol of the said parish of Saint Peter Villamaioris Diocese of Barcelona Signature of Ludovicus Sorba²¹ by Apostolic and also Royal authority notary public]of

¹⁸ Liability to pay a tax for leave to alienate a holding

¹⁹ Precarial tenure was tenure granted in response to a request. A precarial deed was the document stating the request and the grant made in consequence of it

²⁰ Probably means swearing on a copy of the Gospels

²¹ Same name as notary of SALA N 7 1483. The signature is similar but not identical.- presumably both members of a legal/notarial family.

Barcelona and all the lands and dominions of the Most Serene Lord, the King of Aragon.⁶⁶>This I wrote, made, and authenticated with the letters inserted in the penultimateline where it reads "in the parish of St Peter Villamaioris, Diocese of Barcelona"

X Discharged X VI

PLACENAMES

For *Pujades* see PUJADES N 3 1535 above.

Transfer of Rubino estate by trustee for Doms family to Michael Oriol

NOTES ON REVERSE (Exterior ,when folded)

In the presence of Bernardus Puigert, notary public of Barcelona

[Catalan] *Precari/precavi firmat per lo astor/actor delitadors y curators de Don Berenguer Doms Sr del castell de rubi & Miguel Oriol pages de rubi Del mas olim die/dit Ribesa bans casesbesses y ara oriol y del mas frujol divuit/dimuit/diruit ab totes sesterres ----*

[GIST] Providing agreement between the legal representatives of Don berenguer Doms, Senor of the castle of Rubi, and Miguel Oriol, inhabitant of rubi, concerning the estate formerly called Ribesa and earlier Casabesses and now Oriol, and the estate of Frujol.

[Pencil - partly obliterated]

dictas y papes de unsires [approx 7 words] totsam/vi is/ys ala reurent comu.ny tat de moya per los ---- a sonyal de rob ii/y locaal sensal Cyty/cytii yoba .to me usarila/?sarcla

[GIST] Statement and paperscommunity ratification and local ?agreement?

[Ink] *Son/Sin de Barthomeu Serda Pages de Centelles*

Signature of Bartholomeu Serda, inhabitant of Centelles

<1>Let it be known universally that I, Jacobus Valls, canon of the church of the Blessed Marie de Marilla, Diocese of Vich, guardian and authority for the below, and other legitimate constitutions and ordinances from<2>the noble Lady Aldiasa Doms and de Calde, widow and relict of Don Antonius Doms, of the Order and Knight of St. James¹, designated to the lordship of the house of Doms, citizen of Barcelona, and from Lady<3>Marianna Doms and Desemona, widow and relict of the noble Don Berengarius Doms citizen of Barcelona and lord of the said house of Doms, son of the said Doms marriage, to the effect that with<4>---- to whom and established a legal ?agreement? in place and time,for the cultivation together with the Illustrious lord Don Jodesimus Carrus and de Centellas *comite suirre*² and lord for life of the barony of Centelles, <5>and from Don Raymundus Doms, undoubted son of the said Doms marriage, citizen of Barcelona in the principality of Catalonia, absent in person, and of the property of Don<6>Berengarius Doms, ward, son and heir of the said Don Berengarius Doms, in order that the said command and authority in which the inheritance of the ward, the said Don Berengar Doms,<7>ward, in full possession of

¹ The Order of Santiago (St.James) was the senior Order of chivalry in mediaeval Castile, Whether this Order or another Catalan one is intended is not clear.

²Title, meaning not known. Possibly "Attendant on the King"

his faculties legally constituted before me, Bernardus Puigert, by Royal authority notary public of Barcelona, formally on the twenty first day of <8>June in the Year of the Nativity of the Lord one thousand six hundred and three, for the said name. Freely and of my own certain knowledge of the said true guardianship, and the aforesaid ward of Don Berengarius <9>Doms and all his heirs and successors, on behalf of whom I cede, approve, ratify and confirm, and newly establish you, the honourable Michael Oriol, farmer, of the <10>Parish of St Peter, castle of Rubino, Diocese of Barcelona being present and accepting below, and your successors in this and whom you wish in perpetuity, including associates, and to yours, <11>all that estate formerly called Ribes and earlier Casabesses, now however Oriol, and besides the estate of Pujol ?by right? with the sole remainder of the foundation<12>together with all and singular lands, honours and possessions, including the fields and waste land, rights of entering and leaving, and those universally applicable and included <13>themselves or among the estates, eighty quarters of corn more or less³, which you have and possess, which your predecessors for time without mind <14>had and possessed ?unbounded? of the said Castle of Rubino And the said two estates, together with all their lands, honours, and possessions are bounded from the east<15>in the honour of the magnificent Michael Lluineras B.I.D?⁴ citizen of Barcelona which from *ragali* passing from the south side in the honour of the *Matari* estate, parish in the fields<16>bounding St Cucufatis passing where the road which comes from St Culgat, and parts in other honours of your freeholding, the major part of which is placed in [the parish of] St Cucufatis of<17> pertaining to your said estate of *Corts*, and part in the mountain watercourse to the said *de Fontanilles*, and part in other of your honours passing to any margin, from the west part <18>in the honour of the *Denserra del Padro* estate, which passing from *ragali* and part in the *Den Serra Llarga* watercourse. And *Acirtio*⁵ in the said watercourse. And the said two estates being held,<19>, namely the estate of Oriol in its lands, honours, and possessions through the aforesaid Don Berengarius Doms, which to a third party and through the churchwarden of St<20>Cucufatis ?validated? which to a fourth party and under the lordship and freehold of the same through the said parties for the rent of thirty three *solidi* Barcelona money, I determine<21>namely [*symbol*⁶] forwarded at the feast of the Nativity of the Lord in indemnification and compensation, eighteen *solidi*, five pounds of meat products, and two pounds of cuts of salt meat, <22>three-quarters⁷ of grain, a single quarter barley, half⁸ of spelt, a single *iore* of ?orange?, a single cart for ?harvest? time, and a single ?silken? ?*faconius*?, which formerly<23>you had made in order that the instrument of restoration made by Don Raymundus Torrelles with the churchwarden of St Cucufatis might remain unaltered, which document was received on the <24>twentyseventh day of April in the Year of the Birth of the Lord one thousand four hundred and seven in the scriptorium of the town of *Tarassa* by Anthonius Michaelus Gilus, master <25>of the scriptorium. Which you and yours have certainly consented to discharge thirty

³As in text, but possibly "neither more no less" meant

⁴As in text. Probably an honorific - expansion not known

⁵ Possibly "around".

⁶Several different bar and circle symbols used in this document. Meaning unknown

⁷Possibly "half a quarter"

⁸Unit of measure not stated

three *solidi* to the said Don Berengarius Doms and his said true successors in the estate of <26>*Pujol* with its lands, held by the aforesaid Don Berengarius Doms and under his lordship and freehold. And It is ?acknowledged the day beyond the said rent of the said thirty three<27>*solidi*, you make and guarantee that you and yours will make and guarantee you are holding from the said Don Berengarius Doms and his [successors], a tenth faithfully and well of the produce which the <28>Lord God may have given from the holding, twenty four quarters of corn, neither more nor less, that is from the fields of your said estate towards the east as far as the honour<29>of the said magnificent Michaelus Lluineras, and towards the south as far as the *de Fontanelles* watercourse and the honours of the estate of *Matari* and your estate of *Corts* and the honours of the estate of *Denserra* <30>*del Padro* and the estate of *Denianut*, and towards the west as far as the head of the boundary which is there, and from the said boundary as far as your said area, namely of corn <31>?ploughed?, wheat, rye, barley, spelt and of all grown *mastalli*[?mixed?] millet, *vecet fabis suci fanil*⁹, and of all beans namely to the number of twelve [symbol]<32>plough, vintage one tenth, and of hemp and from this place, namely twenty coils of hemp, and from this place one tenth, from which a tenth is taken<33>and is rendered as the first fruits to the Most Reverend Rector of the parish of Rubi as appropriate. And of meat with dishes of meat¹⁰, so that you and yours have consented to discharge and guarantee <34>and you are discharging ---- namely from which one lamb with *agneli*, and of swine with pig one piglet, and of goats with *cabres* one *capritum* with *cabrit*¹¹ and one capon <35>Thus Therefore, I, the said Jacobus Valls on behalf of the said name, make oath, approval, ratification, and confirmation with a new establishment to you the <36>said Michaelus Oriol and yours, and whom you wish in perpetuity including associates, and of yours as aforesaid. So as it may be better said and understood by you and yours, which for preservation of<37>integrity, and good understanding under the bond of the agreement in legal form and conditions as aforesaid, you may improve and in no way diminish in relation to the rent aforesaid and <38>all improvements made by you and your successors in this, you say, make, discharge, and fulfil to the said Don Berengarius Doms Pus.illo and his sucesors in this, <39>the above stated rent and other rights expressed above. In this however you or yours are not to act nor proclaim other lordship or lords unless and provided that<40>there is no encroachment on the said Don Berengarius Doms and his aforesaid successors . ?it is declared? you may have been aforesaid, which for the said name I swear, approve, ratify and confirm, and establish anew to you, <41>to sell, change, pledge, lease, or otherwise alienate even to your associates, and you. Reserving nevertheless always, in and over the aforesaid, which <42>on behalf of the said name, I swear, approve, ratify and confirm, and newly establish for the said Don Berengarius Doms and his successors in this, the rent and other pertinent rights <43>stated above, and other rights of lordship, oath, and declaration thirty ?days and other related rights whatsoever. And reserving and swearing a third

⁹ *Fabis* possibly related to word for "blacksmith";; *suci* possibly related to word for "ploughshare"

¹⁰ Probably means uncooked and cooked meat

¹¹ *Agneli* is a variant of the word for "lamb"; *cabres*, *capritum* and *cabrit* are all variants on the word for "goat", possibly relating to male, female, and young. As with the reference to meats, these are presumably standard formulas

with *foriscapia*¹² thenceforward<44> you will sufficiently discharge for the aforesaid Don Berengarius Doms and his [successors] for the lords of the said castle. For this manner you give and discharge the true oath, approval, ratification and confirmation, <45>with new establishment to me for the said name, and I acknowledge to you to have had, and received, nine *solidi* Barcelona money . And therefore for renunciation and exception of the said <46>incoming, matters not accounted and not discharged which thus do not exist, and are thus in truth not consistent and of fraudulent action, neither in fact and all other rights and consent, <47>or are repugnant to this. **Wishing** and consenting for the said name, which is in this form of instrument, and cedes to you and yours, to the place under precarial deed¹³ with ancient titles,in order thatyou affirm <48>and swear by your soul, on the Lord God and his Holy Four Evangelists touching bodily in your hands¹⁴, not to have any instruments in whatsoever legal form, new or old, <49>to you and yours for the aforesaid titles, you making neither where they are, nor something you make fraudulently which is less than you have. Guardian nevertheless for the said name, and expressly referring to legal matters in <50> the future or other legitimate documents which may be disclosed to your benefit, and emerge from the said titles and genuine rights of the said Don Berengarius Doms and his<51> greater rent and other rights which are superior, you and yours will concisely make and reveal that and those titles and true rights of the said Don Berengarius Doms, ward, and<52> his successors in any way not to obstruct in these relevant rights. This Therefore, all and singular, who and which are stated above and promised, I make, contract, convene and promise in good faith. <53>I, the said Jacobus Valls, promise for the said name to you, the said Michaelus Oriol and your successors in this, and besides notifying duly in public form and personal authority, for you<54> and yours and other persons, all and singular, who have or may have interest in receiving, and ---- as well as other legitimate engagements. The most recent volume in which the relevant<55>original notifications are to and may be found, therefore publicly and in similar due form, of which one of both parties delivered to us through the notary below. This is done in the parish <56>of St Peter of the castle and district of Rubino on the thirtieth day of March in the year of the Nativity of the Lord One Thousand Six Hundred and Eleven. Sig + nature of Jacobus Valls, who swears and <57> concedes the above which this [*symbol*] I swear, concede, and make oath Sig + nature of Michaelus Oriol acceptor aforesaid, who swears concedes makes oath and legitimises this

<58> Witnesses to these matters are Anthonius Joannes Farrer de Balases, farmer, parish of St Peter de Rubi and Bailiff¹⁵ for the year of the said parish. Gabriel<59>Moruis, merchant, and Joannes Perles, writer, of Barcelona [*Second hand*] Inhabitants [*symbol*] at the feast of Saints Peter and Paul in August and other [*symbol*] quarters<60>and of wine in vintage [*symbol*] of twelve. Should nevertheless you and yours ??flow?? after thirty days from which the said

¹²See PUJADES N5 1566, Note 18

¹³See PUJADES N5 1566, Note 19

¹⁴ Probably means swearing on a copy of the Gospels

¹⁵ *Bajulus* - several translations including “bailiff”, “delegate”, “head of a craft guild” etc.

Don Berengarius Doms and his aforesaid successors [symbol] for the said name. [Third hand]
Thus I approve for his in my own hand

<61>[Fourth hand]

Signature of me, Bernardus Puigert, by royal authority notary public of Barcelona. I wrote, made,
and concluded this in another hand. Questioned and Demanded

PLACENAMES

The associated estates of *Oriol* (formerly *Ribes* and *Casabesses*) and *Pujol* <11> may have been in the area of **Puig Oriol 333247**, and the nearby **el Pujol 334255**. *Pujol* means "hill/mound. These identifications may be strengthened by the association of the previous owner, a distinguished citizen of Barcelona investing in rural property, in association with the "lord for life of the barony of Centelles"<4>. The *Castle of Centelles 338247*, presumably still the seat of the barony, is close to both locations. The owner's successor is also from a parish in the Diocese of Barcelona <9-10>. The archiving of this document under CERDA and the covering note referring to Bartholomeu Serda suggest that the property to which it related may have been associated with the property which was the subject of the transfer in to Bartholomeus Cerda in 1704.

*Acknowledgment by Jacobus Vila of receipt of dowry on betrothal to Magdalene,
daughter of Josephus Serda.*

For the discrepancy between this document and the genealogy, see Introduction II

NOTE ON REVERSE [Outside when folded]

Apoga de CCCC [symbol]

per dot, que feu Iau

-me Vila a Ioseph Serda

[Receipt for 400 [pounds] for dowry given to Jaume Vila by Joseph Serda]

<1>Let it be known to all that I, Jacobus Vila, farmer, heir of the house and dwelling called *den Vila de la Abella* in the parish of St Peter <2> de Valldenen, Diocese of Vich, son of Franciscus Vila, hereditary owner¹ of the same house and dwelling, and Angela his wife, acknowledge and recognise<3>you, Magdalene, my betrothed by my words² in person, daughter of Josephus Serda, farmer, hereditary owner of the estate of Serda in the parish of St Magdalena de Vilaestau, <4>suffragan of the parish of the church of of St Columba de Centelles of the same diocese, and Paula his wife, who in the manner below has given and discharged <5>to me all that four hundred pounds Barcelona money, together with the nuptial clothing and the two plots³ with the jewellery which<6>you appointed and approved to me in your dowry, and under the title of your dowry to be ours at the time of the wedding, and of which certainly<7>the said Josephus Serda your father had given to you as a gift, and to me the instrument of debt in order that it remains in our matrimonial agreement<8>was received, that I claim in the possession of the illustrious Jacobus Aristanius, notary public for the Town of Granollers, Diocese of Barcelona, the day and year attested in them, and for the <9>which four hundred pounds, the plots and clothing, I, under the same agreement make and swear to you in the instrument of betrothal which in person <10>I swear and affirm to you, also certainly cancel and annul the said instrument of debt, therefore to me to produce nor to you without the better said agreement ever possessed by you <11>?to review? in that manner. The manner of the true payment of the said four hundred pounds was of such a kind, and since three hundred pounds to me with discharge by your said father<12>in reality and in fact, that the receipt document be public so that I claim to receive, in the possession of the illustrious Jacobus Llenguart, notary of the said town of Granollers, on the tenth of <13>September MDCXXVII [1627]. The remainder the true one hundred pounds with the said plots and clothing I have received from your said father, calculated to all instalments by my wish <14>in reality and in fact. And therefore I renounce, with the exception of⁴ the said gift, not

¹ *Heres* – may mean as here or simply “landed proprietor”.

² *Verba* – many specific meanings, including “promise”, all with connotation of formality.

³ *Area* - rural plot with farmhouse

⁴ Alternative translation “as well as” !!!

accounted, nor ?paid?, nor had, nor received⁵, money and fraudulent actions<15>which in fact and all other arguments at law and consent contrary to this. ?In which? manner I make to you in person the receipt document and a most firm agreement <16>not to demand further at law, and not to do anything to bar it The engagement of discharge in is in the possession of the notary below. This is done in the house of the Rector of the parish of the church of <17>St Columba de Centelles, Diocese of Vich, on the first of February in the year of the Nativity of he Lord one thousand six hundred and thirty two . Sig + nature <18> of me, Jacobus Vila, the acknowledger aforesaid, who swears and confirms this. Witnesses to these things are Petrus Bosch and Antonius Bosch his son⁶ parishioners<19> of the church of St Columba de Centelles. [symbol] approved this before me, notary below

.<20>Signature of me Damianus Bollo, priest, .S.T.D⁷ , Rector of the church of the parish of St Columba de Centelles, Diocese of Vich,<21>by authority of my order notary public for all the said parish, who wrote the above in his own hand<22> Concluded and authenticated

PLACENAMES

Den Vila de la Abella <1> is the "suburb" of Aiguafreda at **372240**. *St. Peter de Vallden* is **Sant Pere de Valldaneu 375224**.

⁵ Inflection of verbs abbreviated, therefore grammatical number and tense unclear

⁶?More ancestors? Ildefonso Cerda married Rosa Bosch y Cardonnel

⁷Expansion unknown

Transfer of property from the administrators of the estate of the late Gabrielus Gomar to Bartholomeus Cerda

This document is included in a bound booklet of over 70 quarto sized paper pages, consisting of eleven documents relating to this transaction. The other documents consist of certified copies of earlier ones, including the will of Gabrielus Gomar dated 1554, and transactions between the estate and the Oriol family, farmers, of St Petrus de Rubi in 1620 (mentioned in CERDA P 40 1611); and also documents of 1704 establishing the authority of the administrators to act. One of these appoints Jacobus Mataradona as procurator (presumably power of attorney) for the administrators. These documents would be required to establish the bona fides of the vendors

This is the only document to mention a member of the Cerda family (spelled here in the modern form for the first time) except for a barely legible one in Catalan which appears to cover much the same ground

<Page 1>

Sunday the twentieth of June in the year of the Nativity of the Lord One Thousand Seven Hundred and Four.

I, Jacobus Mataradona, priest, of the town of the Blessed Marie de Moya, Diocese of Vich, resident and procurator for the below, legitimately and ordinarily constituted to act by Josephus Otzet, on behalf of SC and the King's Majesty BNR²⁰³, ?Bailiff? of the said town and district de Moya, Joanne Fabrega, Onephrius Soll and Joanne Caldero, in ?former? and the current years councillors of the said town and said district *de Moya*, who respectively are named Administrators of the *Causapria*²⁰⁴ instituted and founded by Gabrielus Gomar, merchant and citizen of Barcelona, chosen and nominated in accordance with the last will and testament of the said Gabrielus Gomar, by instrument declared before the illustrious Michaelus Cellerus of the said Barcelona the seventeenth day of August in the year One Thousand Five Hundred and Fifty Four, and remaining committed to my charge. The instrument was received²⁰⁵ in the presence of B^{tu} Petrus Pujol, Notary Public of the said town, the thirteenth day of the current month of June on behalf of the said notary who made in faith his certification in another handwriting and underwrote and undersigned his signature, and by admission of the said Joseph Otzet ?Bailiff? of the town. In which a continued description before a legitimate ?bailiff? of the said town and district (by

²⁰³Both abbreviations unknown

²⁰⁴Literally "existing legal proceedings". Probably in this context meaning "legal entity"-

²⁰⁵*Receptus* (correctly *receptorius*) – receipt by which the acquirer of an estate derived from an inheritance releases the executor of the will.

his favour)²⁰⁶ remains. The instrument was received in the presence of Notary Pujol, that I may write for the said ?bailiff? the thirteenth day of the current [month] on behalf of

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the said Notary Pujol, who faithfully made his certification in his own handwriting and underwrote and undersigned his signature, and from the extract made by the said Joanne Fabrega, of the first rank in the council of the same town. In the extract of the joint estate on account of not having the place of extract made in the first place, the person of Paulus Caldero remains in and with anyone of the council, certainly through the Honourable Councillors and Heads of the council of the said town and district the twenty sixth day of August of the coming year, receiving that which in the presence of the said Pujol, Notary and Scribe for the said town and district in order that the said Notary Pujol, could faithfully make his certification in his handwriting and underwrite and undersign his signature. And from the extracts of the said Onophrius Soll and Joanne Caldero, councillors of the second and third rank of the said town, remains in and with any other council ---- for the abovementioned councillors and chiefs of the council of the said town and district the twenty fifth day of July of the coming year passing, receiving *panei* of the said Pujol Notary and Scribe of the said town and district in order that the said notary Pujol, might faithfully make his certification in his own handwriting and underwrite and undersign his signature for the said name. I freely acknowledge and in truth recognize you, the Honourable Bartholomeus Cerda, farmer, owner and proprietor of the estate of Cerda de la Garga, parish of St. Magdalene de Vila Estau, suffragan of the parish of the Church of St. Colombe de Centelles, Diocese of Vich, that renunciation which by the medium of a tablet²⁰⁷ ?in the presence of? the municipality with ?participation? made on the twenty sixth of March next *d---lecti* is permitted. In the said tablet to the ?official duty? of notary the instrument through the ?illustrious? Bonaventura Emanuelus Torres, priest

<Page 3>

in the parish of the church of St James the Apostle in the municipality of Beneatus, discharge from the money of the said Bartholomeus Cerda, you[*pl*] have said and have copied the Administrators of the said *Causapria* six hundred and sixty pounds and eighteen solidi Barcelona [money], and a minimum of six hundred pounds for *lustrissione pratii*²⁰⁸ which *resticassione*²⁰⁹ of that and associated payments *pratii* and pertaining annually thirty pounds, which you will make each and every year on the

²⁰⁶Brackets in original

²⁰⁷ *tabula* -- in this context possibly means "official record"

²⁰⁸ Meaning not clear. *lustrissione* is derived from word for "review, survey, examine" and *pratii* from word for "flat surface"

²⁰⁹ Meaning not known. - *-cassione* related to word for "rejection/abrogation/annullment".

the eleventh day of September for my principals the said names respectively, and guarantee for Michaelus Oriol, farmer, of the parish of St. Petrus de Rubi, Diocese of Barcelona, from the sale and new creation through the same Michaelus Oriol ----
 ?thereupon? the Administrators of the *Causapria* made and sworn in a public instrument of the said payments, written on paper and done in the said parish of St. Petrus de Rubi on the eleventh day of September One Thousand and Twenty²¹⁰ received in the presence of Valentinus Bussanija, notary public of the said town of Modilia and concluded and undersigned through the ?Venerable? Josephus Morato, priest, by Apostolic authority notary of the town. And the remaining sixty pounds and eighteen solidi for the settlement of all pertinent ?extracts? of the payments up to the first day of April next passing. **And Therefore I Renounce** for the said name, reserving notwithstanding to the cession below *nedum*, I make and swear to you for the said names receipt of discharge and satisfaction and furthermore true absolution, disposition, and remission of the said payment to the degree in title and proprietorship, which in its years pertaining and other *ratta*²¹¹ of the same accessory payments made, which for the said name a most sworn agreement of

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not in any way further demanding at law and of not acting *solempri* and undertakings, barring cancellation by the said name and annulment of the instrument ---- of the said payments and all ---- and obligations of it, from that and other instruments for special obligation of the same, of making, restoring, handing over, which in truth remain in its perpetual ?protection?as instruments of cession. As well as that which the aforesaid discharge has done ?from? the cession below. Therefore notwithstanding the eviction, nor of the goods of the said Administrators' obligations, I cede for the said name to you and yours, all rights and rights of legal actions to which the rights and actions you possess in respect of your estate of Cerda ---- and to defend against whatsoever creditors and other persons whomsoever, to you in aforesaid actions or questions and making corresponding ---- for you and yours, that and the same first time and days of requesting and acting in ---- eviction without giving occasion to creditors if it is followed. And furthermore I cede for the said name to you and yours all rights and actions, which rights and actions you possess to demand at law from ---, to receive and to have from the persons the discharge aforesaid, the aforesaid six hundred and sixty pounds and eighteen *solidi* Barcelona [money] *petere*²¹² to ?extricate?, to receive and to have from all persons whomsoever to the discharge of the aforesaid how---- ?third? and obligation and from receiving and receipt and receipts written by hand with dispositions, cessions, and other, as if the ?legal

²¹⁰ Certified copy included in bound papers

²¹¹ Possibly *rata* -- "rate, level"

²¹² Infinitive – translation not known

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proceedings? ---- opportunities and necessities to make and to swear claim and counter-claim without second legal claims?,procrastinastion and from ?matters? standing and otherwise. That which is above I ?confirm? for the said name and promise the aforesaid always to have *rattos*.

This Therefore is Done

Witnesses are Laurentius Cabanias Carderias, citizen of Barcelona, and
Josephus Marti and Torrentius, clerk, of Barcelona

Signature of me, Bonaventure Torres, by Apostolic and Royal authority notary public of Barcelona, who wrote the above instrument with another reed pen as requested and authenticated faithfully

Received for payment for writing this instrument,
and other related actions, *iiii xvi fasta grasia*
from the remainder

Torres, Notary

PLACENAMES

No placenames can be identified in this document. For the acquisition of an interest in property west of **el Cerdà** by the Oriol family, see CERDA P 40 1611