

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

CERDA N36 1221

<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 Olivarius* 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* -

1359

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

<Page 1>

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

<Page 2>

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

<Page 3>

in the parish of Saint Columbe aforesaid which is and may be held by the said rector of Saint Columbe and his church to restore and to proclaim to a certain annual rent. We whowere 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

<Page 4>

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

¹³ See Introduction

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 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

<Page 5>

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 Sibilia 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 Colombe de Vineolis nor Rectors of the same, and the church from thence in this cause etcetera. You the said Bernardus Ferrarius and Sibilia your wife, you and your successors at any time, from you and of yours, who voluntarily possess the said endowment to

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

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

<Page 6>

my right and my oath as the said Rector and of my successors in the said church of Saint Colombe 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 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

<Page 7>

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

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’

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 Sibilis 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 Sibilis 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 constituted and lead the actions from there, and the said Sibilis 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 Ferrarius. Signature of Sibilis 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,

<Page 8>

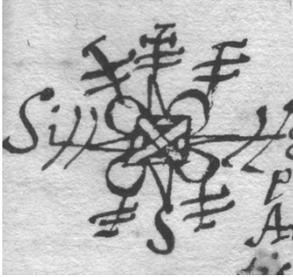
regent of the church and scriptorium of Saint Columbe de Vineolis ?with? the illustrious Petrus de Solerio of the same, by authority of the Lord Bishop of Vich. Who drafted and notated and minuted in the the scriptorium of the said church of Saint Columbe de Vineolis and produced in public form with 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,

²¹ Probably means swearing on a copy of the Gospels.

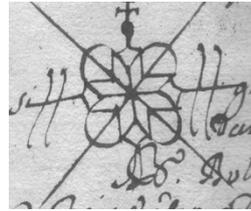
²² *Villerani senatus consulti*

1359

Diocese of Vich and notary public of the same, [witness] of this transcription. Sign + 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.

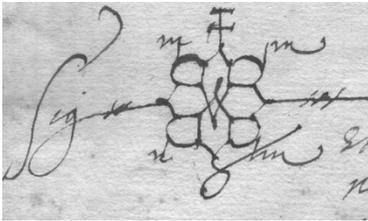


Signature of me, Petrus Mirabell, priest, by authority of the Reverend Lord Archdeacon of Vich



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

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



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

<Page 9>

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.