

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 lessor¹ in the mill *del rnp** 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 Vilaestau ?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 dedicate² 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 improvements which you dedicate, ?make?, 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

¹ *Com(m)orarii* - one who has the advantage.

² *Fanere* - presumably the term has a technical legal meaning

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 direct³ 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 ownership⁴ 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? *pnis** 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 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*⁵ 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

³ *Directus* - can also mean "rightful"

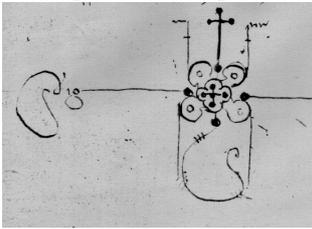
⁴ *Libero et francho alodio* - literally " free and freehold possession suitable to a free man"

⁵ Possibly related to root word *prehen*- "distrain/collect/enfeoff"

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 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

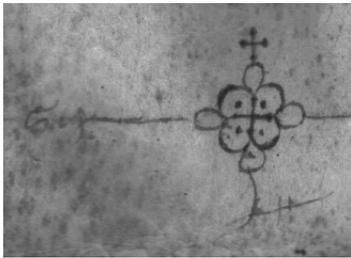
¹² Transcription ambiguous – could be *committione* (as above) or *evictione* – eviction. The former is probable.

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

¹⁵ Transcription uncertain.

¹⁶ Meaning "receiver of the stipend"

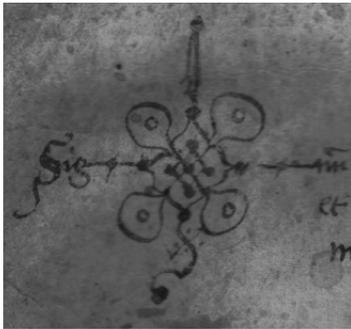
¹⁷ i.e. Papal

¹⁸ A measure of volume

¹⁹ See note to line <5> "

order it is mentioned before from the present ?discharge?to you, I make quittance from the 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 Cintillis 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 MDXXXIII [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 *Valldenen* 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"

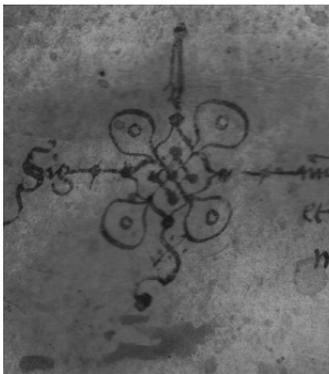
¹³ *Sernitutus* – probably from *serna* "enclosure" particularly relating to a church.

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 requisitions may 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 Stiaida 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

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.

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 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

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

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 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*.

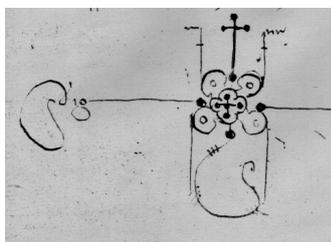
* Abbreviations with many possible expansions

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?¹ which
 <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 penultimate line 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"

¹⁰Probably 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 that you 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

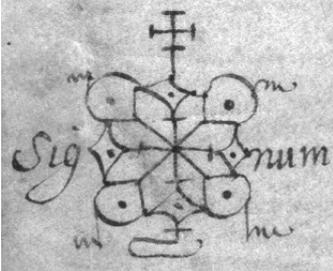
¹³See PUJADES N5 1566, Note 19

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

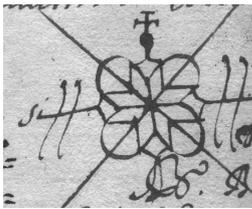
¹ *Heres* – may mean as here or simply “landed proprietor”.

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 son ⁶ 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

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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 BNR¹, ?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*² 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 received³ 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 his favour)⁴ 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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¹Both abbreviations unknown

²Literally "existing legal proceedings". Probably in this context meaning "legal entity"-

³*Receptus* (correctly *receptorius*) – receipt by which the acquirer of an estate derived from an inheritance releases the executor of the will.

⁴Brackets in original

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 *pane* 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 tablet⁵ ?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

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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*⁶ which *resticassione*⁷ of that and associated payments *pratii* and pertaining annually thirty pounds, which you will make each and every year on the 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 Twenty⁸ 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*,

⁵ *tabula* -- in this context possibly means "official record"

⁶ Meaning not clear. *lustrissione* is derived from word for "review, survey, examine" and *pratii* from word for "flat surface"

⁷ Meaning not known. - *-cassione* related to word for "rejection/abrogation/annulment".

⁸ Certified copy included in bound papers

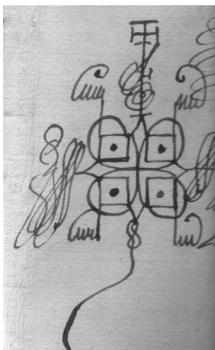
I make and swear to you for the said names receipt of discharge and satisfaction and furthermore true absolution, disposition, and remission of the said payment to the degree in title and proprietorship, which in its years pertaining and other *ratta*⁹ of the same accessory payments made, which for the 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*¹⁰ 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 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

⁹ Possibly *rata* -- "rate, level"

¹⁰ Infinitive – translation not known

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