

---

---

# Dispute settlement and documentation practices at the monastery of Monte Amiata in the eleventh century

Yoshiya NISHIMURA

Meijo University, Nagoya

---

In Italy in the eleventh century, various kinds of written records concerning land disputes were maintained: *placita* charters, charters of promise, ‘*querimoniae*’ (letters of complaint), and so on. Among these writings, the *placita* charters or *notitiae*, which recorded public court cases, are best known to us. They became the focus of studies, because the *placitum* assembly played a primary role in the settlement of disputes in the Carolingian, and post-Carolingian *regnum Italiae* (kingdom of Italy); and because *placita* charters form an absolute majority among the preserved documents that record such disputes.<sup>1</sup>

However, for those who wish to shed light on other forms of dispute settlement, or extra-judicial means of conflict resolution, the so-called “charter of promise”, variously entitled *cartula (re)promissionis*, *scriptum promissionis* or *pagina repromissionis*, is of primary importance. This is a document in which one party swears not to contest the specified property of the other party.<sup>2</sup> One must admit that using these texts as the records of dispute settlement entails difficulties, since they are not necessarily agreements between the litigants, or arbitrated compromises achieved out of *placitum*: a *cartula promissionis* could be used for different aims, such as a simple alienation.<sup>3</sup> Nevertheless, this category of document deserves to be taken into consideration in order to advance our understanding of dispute settlement in the *regnum Italiae* during the eleventh century.

In this presentation I will investigate how conflicts were handled and settled informally, by examining documentary practices used by the monastery of San Salvatore al Monte Amiata, paying

- 1 See C. Wickham, “Justice in the Kingdom of Italy in the Eleventh Century”, in *La giustizia nell’alto medioevo (secoli IX–XI)*, Settimane di studio del Centro italiano di studi sull’alto medioevo 44 (Spoleto, 11–17 aprile 1996), Spoleto 1997, pp. 179–255, at pp. 179–81. On the formal *placita* assemblies, see in particular H. Keller, “Die Gerichtsort in oberitalienischen und toskanischen Städten”, *Quellen und Forschungen aus italienischen Archiven und Bibliotheken* [henceforth *QFIAB*], 49 (1969), pp. 1–72; F. Bougard, *La justice dans le royaume d’Italie de la fin du VIII<sup>e</sup> siècle au début du XI<sup>e</sup> siècle*, Rome 1995. On the *placita* charters, see in general H. Keller, “I placiti nella storiografia degli ultimi cento anni”, in *Fonti medioevali e problematica storiografica*, 1, Rome 1976, pp. 41–68. On the ‘*querimoniae*’ or ‘polyptyques of misdeeds (politici dei malefatti)’, see V. Fumagalli, *Le origini di una grande dinastia feudale Adalberto-Atto di Canossa*, Tübingen 1971, pp. 65–77; F. Bougard, “‘Falsum falsorum iudicium consilium’. L’écrit et la justice en Italie centro-septentrionale au XI<sup>e</sup> siècle”, *Bibliothèque de l’École des chartes*, 155 (1997), pp. 299–314, in particular pp. 304–12; P. Cammarosano, “Carte di querela nell’Italia dei secoli X–XIII”, *Frühmittelalterliche Studien*, 36 (2002), pp. 397–402. The *placita* charters in the Carolingian and post-Carolingian periods were published in *I placiti del ‘Regnum Italiae’*, ed. C. Manaresi, 3 vols., Rome 1955–60 (Fonti per la storia d’Italia, 92) [henceforth Manaresi]; R. Volpini, “Placiti del ‘Regnum Italiae’ (saec. IX–XI). Primi contributi per un nuovo censimento”, in *Contributi dell’Istituto di storia medievale*, 3 (1975), pp. 245–520. See also Wickham, “Justice in the Kingdom of Italy”, p. 179, n. 1.
- 2 On the charters of promise, see A. Ghignoli, “‘Repromissionis pagina’. Pratiche di documentazione a Pisa nel secolo XI”, *Scrineum-Rivista*, 4 (2006–2007), pp. 37–107.
- 3 Wickham, “Justice in the Kingdom of Italy” (see n. 1 above), p. 204. See nn. 28–31 below and the corresponding text in this article.

particular attention to charters of promise.<sup>4</sup> Professor Chris Wickham has done extensive and comparative study of ‘justice’ in the eleventh-century kingdom of Italy.<sup>5</sup> My analysis is more of a case study focusing on specific cases and documents used for dispute settlement by this monastery. I chose the Amiata documents because the archive of the monastery, now in the Archivio di Stato di Siena, has preserved various types of records on land disputes: thus the Amiata documents will permit us to locate the *cartulae promissionis* in the framework of documentation practices in use at the monastery.

\*

Among the various types of private charters, charters of promise in particular characterize the documentary practice of eleventh-century Tuscany. It is true that this type of charter was in use since the eighth century, but, as Antonella Ghignoli points out, it is precisely in the eleventh century that they acquired their own documentary form and became the general format in documentation practices among the notaries in Tuscany.<sup>6</sup>

The Amiata documents contain 13 charters of promise, redacted in the eleventh and early twelfth centuries (between 1015 and 1113 to be exact).<sup>7</sup> From among them I will present here the *repromissionis pagina* or *carta promissionis* of 1046, the promise of the Aldobrandeschi count, Ildebrando V, to Teuzo, the abbot of Monte Amiata, and written by Petrus, *notarius et iudex* of Volterra. The Aldobrandeschi family was one of the most influential lay aristocratic families in medieval Tuscany. I select this document because it offers us a clear example of informal, extra-judicial dispute settlement.<sup>8</sup>

### *Repromissionis cartula (1046)*

(The Latin text is given below in Appendix 1)

The original document is lost, but fortunately the text was reproduced soon after the original charter was written. According to Wilhelm Kurze, the editor of the document, this was copied almost exactly from the original document, even if there remains a possibility of interpolation in the description of the landed property which was the object of dispute.<sup>9</sup> Here we leave out of consideration the protocol ([1]) and eschatocol (from [5] to [7]), and focus on the main part of the document (from [2] to [4]), in order to understand the formulaic template of *cartula promissionis*.

[2] The initial *manifestatio*: the promisor Ildebrando ‘manifested’ or declared that he had previously received payment (*meritum*) from the abbot Teuzo and his advocate Rainerio, the other party of this contract (*Manifestus sum ego [...] quia tu [...] dedistis mihi meritum anulum aureum*

4 The Amiata documents of the eleventh and twelfth centuries were edited by W. Kurze: *Codex Diplomaticus Amiatinus. Urkundenbuch der Abtei S. Salvatore am Montamiata von den Anfängen bis zum Regierungsantritt Papst Innocenz III. (736–1198)* [henceforth CDA], Vol. 2, Tübingen 1982.

5 Wickham, “Justice in the Kingdom of Italy” (see n. 1 above). See also, among others, P. Toubert, *Les structures du Latium médiévale et la Sabine du IX<sup>e</sup> siècle à la fin du XII<sup>e</sup> siècle*, II, Rome 1973, pp. 1191–1348; J.-P. Delumeau, “L’exercice de la justice dans le comté d’Arezzo (IX<sup>e</sup>–début XIII<sup>e</sup> siècle)”, *Mélanges de l’École française de Rome. Moyen Âge*, 90 (1978), pp. 563–605; F. Menant, *Campagnes lombardes du Moyen Âge. L’économie et la société rurales dans la région de Bergame, de Crémone et de Brescia du X<sup>e</sup> au XIII<sup>e</sup> siècle*, Rome 1993, pp. 426–47; G. Sergi, “L’esercizio del potere giudiziario dei signori territoriali”, in *La giustizia nell’alto medioevo* (n. 1 above), pp. 313–45; C. Wickham, “La giustizia nella città e nel castello”, in *Un incontro senese in onore di Pierre Toubert*, ed. M. Ascheri, Rome 2003, pp. 57–66.

6 Ghignoli, “‘Repromissionis pagina’” (n. 2 above), pp. 60–72.

7 CDA 243 (a. 1015), 266, 268, 275, 277, 290, 310, 315, 316, 319, 325, 330, 331 (a. 1113). Among these, two charters were redacted between laymen (CDA 290, 331).

8 CDA 277. On the Aldobrandeschi family, see in particular S. M. Collavini, ‘*Honorabilis domus et spetiosissimus comitatus*’. *Gli Aldobrandeschi da “conti” a “principi territoriali” (secoli IX–XIII)*, Pisa 1998; Id., “I conti Aldobrandeschi”, in *Formazione e strutture dei ceti dominanti nel Medio Evo: marchesi conti e visconti nel regno Italico (secc. IX–XII)*, Atti del secondo convegno di Pisa: 3–4 dicembre 1993, ed. C. Violante, Rome 1996, pp. 297–313.

9 CDA 277, pp. 197–98.

*unum*). The *meritum*, the word often replaced by, or paralleled with, the term *launchild* (return-gift) or *pretium* (price) in other charters of promise, is embodied in an object such as a gold ring or a gold fibula, or is otherwise represented by a large sum of money.<sup>10</sup> The *meritum* clause is often located after the penalty clause [4].<sup>11</sup>

[3] The *promissio*: Ildebrando promises not to disturb the monastery either in the public court or outside of it (*ut ammodo in nantea nullo tempore [...] non habeamus licentiam vel potestatem intentionare, tollere, vel contendere, intrmittere seu per placitum aut sine placito fatigare*). Not all *cartulae promissionis* mention that the land in question was the object of conflict between the parties. Rather, in the majority of documents of promise such a description is not to be found. In these cases, it is very difficult to judge whether the promise covers arbitrated dispute or it merely expresses simple alienation. In this sense the document of Ildebrando is rather exceptional, since the text contains the detailed description of the renunciation of the property by the promisor, and the claims that he and his retainers had made illegally (cf. “*refutavimus modo et refutamus per hanc paginam promissionis, hoc est: castellum de Montenigro atque castellum de Montelatroni [...] quas usque modo vobis et monasterio vestro malo ordine detinuimus*”).

[4] The penalty clause, in which the promissor is constrained to pay a large amount in fines (100 *libra* here) to the other party, in the event that he should break his promise. The document of Ildebrando is unique here again for its detailed description of other possible illegal actions. In fact, the count is obliged to pay a fine, if he should place his administrators (*gastaldius, ministerialis*) in the monastic lands, or hold *placitum* session (signorial justice) or impose *mala consuetudo* (bad custom) there. Moreover, he promises to pay a fine if he does not compensate within thirty days for any damages that would be estimated at more than 20 *solidi*, caused by him or his men.<sup>12</sup>

At the bottom of the parchment on which the document was written, the notary added a [8] *postscriptum*. According to the *postscriptum* this document was drawn up in the presence of Heinrich, *cancellarius* of the king, Henry III; when this document was written, the king was staying at Marturi (modern Poggibonsi, near the city of Siena) and he was on the way to Rome in order to be crowned as Roman emperor. It is highly probable that the abbot of Monte Amiata went to be received by the future emperor in order to request his intervention or arbitration in the dispute with Ildebrando V. The action of the abbot Teuzo was understandable: the monastery of Monte Amiata, founded with the support of the Lombard king Aistulf, continued to be a ‘Reichskloster’ during the eleventh century.<sup>13</sup> The abbots frequently appealed to emperors, or kings of Italy, for the settlement of disputes, as in the conflict with a bishop of Chiusi which was settled in the royal court of Henry II in 1007. Another example is the dispute in the early 1080s with counts Ranieri Malabranca and Ugo, sons of count Ildebrando V, when the monks addressed to Henry IV *querimonia* (a letter of

10 *Meritum*: CDA 243, 266, 268, 277, 310, 316; *pretio*: CDA 275, 330; *meritum sive launchild*: CDA 290, 315, 325. The charters of CDA 319 and 331 have no *meritum* clause. The *meritum* was embodied in: *nusca una de auro—pro solidos centum—*(CDA 243, 266, 268), *anulum aureum unum* (CDA 277), *crozna una* (CDA 290), *auro pro solidos centum* (CDA 275), *burscia cum denarios pro libras duocentu* (CDA 310), *libras tres denariorum Lucensis* (CDA 315), *libras duocentu* (CDA 316), *libras CXL et quinque* (CDA 330). On the term *meritum*, see Ghignoli, “‘Repromissionis pagina’” (n. 2 above), pp. 63–64, and A. Val de Lièvre, *Launegild und Wadia. Eine Studie aus dem langobardischem Rechte*, Innsbruck 1877, pp. 2–5.

11 CDA 275, 290, 310, 315, 316.

12 CDA 330 is another example. It is possible that Ildebrando was permitted to collect 20 *solidi* from monastic lands as a rent every year. On this interpretation, see P. Cammarosano, *La famiglia dei Berardenghi. Contributo alla storia della società senese nei secoli XI–XIII*, Spoleto 1973, p. 107.

13 On the history of the monastery of Monte Amiata, besides F. Schneider, *Die Reichsverwaltung in Toscana von der Gründung des Langobardenreiches bis zum Ausgang der Staufer (568–1268)*, I: *Die Grundlagen*, Rome 1914, pp. 331–39, see various studies by W. Kurze, now collected in three miscellanies: *Monasteri e nobiltà nel Senese e nella Toscana medievale. Studi diplomatici, archeologici, genealogici, giuridici e sociali*, Siena 1989; *Studi toscani. Storia e archeologia*, Castelfiorentino 2002; *Scritti di storia Toscana. Assetti territoriali, diocesi, monasteri dai longobardi all’età comunale*, Pistoia 2008.

complaint) against them.<sup>14</sup>

\*

The promise of Ildebrando V is a case of arbitrated compromise, and it embodies the exchange of renunciation and payment. This is also one of the earliest mentions of signorial justice and other signorial practices (referred to as *mala consuetudo*) in Tuscany.<sup>15</sup> What draws our attention here is the formulaic template of this kind of *cartula*. In practice, the formulaic language is very similar to that of one type of *placitum* document produced in public courts in the kingdom of Italy. It is well known that the majority of such *notitiae* documents in the tenth and eleventh centuries contain formulae that are reduced to a few standard patterns: the *ostensio cartae*, the *finis intentionis terrae* and the *investitura salva querela*.<sup>16</sup> Among them the *notitia* of the *finis intentionis terrae* was used as the documentary model of the *cartula* we are discussing here. In this type of *notitia*, the plaintiff makes a claim to land orally and the defendant immediately cedes. Out of the seven documents of the archive of Monte Amiata that record the procedure of public courts in the eleventh century, four belong to this type of *placitum* charter.<sup>17</sup> From among them, we shall examine the *notitia* of 1072 that records the dispute concerning lands in the territory of Chiusi between Maurus, abbot of Monte Amiata, and two ecclesiastics, Lanfrancus (bishop of Chiusi) and Bonizo (abbot of San Piero in Campo).<sup>18</sup>

### *Notitia* (1072)

(See Appendix 2 for the Latin text.)

[1] The conflict was brought before the public court presided over by the countess Beatrice of Tuscany and her daughter Matilda. They sat in judgement with some judicial experts, *iudices domni imperatoris* or *iudices sacri palatii*, and they were flanked by a number of *boni homines*, or local élites. [2] The plaintiff Maurus and his advocate Pepo come before the judges and claim possession of the *rocca* (fortified settlement) of Semzano and the *curtis* (estate) that belongs to Semzano. The judges ask the defendants, Lanfrancus and Bonizo, if they raise any objection to the claim. In contrast to the typical Carolingian *notitia*, the scribe mentions neither *altercatio* nor exhibition of proof.<sup>19</sup> [3] The *professio et manifestatio* of the losing party follows: the defendants, with their advocate Rolando, concede immediately (“*nec vobis eam contradicimus nec contradicere*

14 CDA 225 (letter of the abbot Winizo to Ildebrando IV, written between 1004 and 1007, in which he requested the protection of the monastery until the conflict with bishop of Chiusi was to be heard in a royal court), 226 (*Praeceptum*, more exactly *breve recordationis* of the *placitum* presided over by Henry II in 1007 (= Manaresi, II/2, n. 271 = *Diplomata Heinrich II*, n. 129, in *MGH, Diplomata regum et imperatorum Germaniae*, 3, ed. T. Sickel, Hanover 1903)), 309 (letter to Henry IV, before 1084). For the letter to Ildebrando IV, see P. S. Leicht, “Leggi e capitolari in una querimonia amiatina dell’a. 1005/6”, *Bullettino senese di storia patria*, 14 (1907), pp. 536–57; for the letter to Henry IV, see Collavini, ‘*Honorabilis domus*’ (n. 8 above), pp. 133–36.

15 See Collavini, ‘*Honorabilis domus*’, pp. 129–32. On the signorial powers in Tuscany, see C. Wickham, “La signoria rurale in Toscana”, in *Strutture e trasformazioni della signoria rurale nei secoli X–XIII*, eds. G. Dilcher and C. Violante, Bologna 1996, pp. 343–409. On the *signoria rurale* in Italy, see in general C. Violante, “La signoria rurale nel contesto storico dei secoli X–XII”, in *Strutture e trasformazioni*, pp. 7–56; S. Carocci, “Signori e signorie”, in *Storia d’Europa e del Mediterraneo*, v. 8, *Il Medioevo (secoli V–XV)*. *Popoli, poteri, dinamiche*, Rome 2006, pp. 409–48.

16 See, among others, Bougard, *La justice dans le royaume d’Italie* (n. 1 above), pp. 307–29; G. Nicolaj, “Formulari e nuovo formalismo nei processi del *Regnum Italiae*”, in *La giustizia nell’alto medioevo* (n. 1 above), pp. 347–85, at pp. 350–61.

17 CDA 242, 257, 291, 304 (= Manaresi, II/2, nn. 284, 316; III/1, nn. 426, 448). Other documents recording public court cases are: CDA 226, 273, 293 (= Manaresi, II/2, n. 271; III/1, nn. 346, 431).

18 CDA 291.

19 On the *placita* charters and public court procedures in the Carolingian period, in addition to the studies mentioned in n. 1 above, see F. Bougard, “genèse et contexte de quelques notices de plaid italiennes (IX<sup>e</sup>–XI<sup>e</sup> siècle)”, in *Genesis of Historical Text and Map: Text / Context 2*, (21<sup>st</sup> Century COE Program, Studies for the Integrated Text Science. Proceedings of the Tenth International Conference, 17 November 2006), ed. S. Sato, Nagoya 2007, pp. 39–48; C. Wickham, “Land disputes and their social framework in Lombard-Carolingian Italy, 700–900”, in *The Settlement of Disputes in Early Medieval Europe*, eds. W. Davies and P. Fouracre, Cambridge 1986, pp. 105–24, now in C. Wickham, *Land and Power. Studies in Italian and European Social History, 400–1200*, London 1994, pp. 229–56.

*querimus, quia cum legem non posumus*”);<sup>20</sup> then, [4] they promise to pay a fine if they dare to claim their right illegally to the property of Monte Amiata.<sup>21</sup> [5] In response to this promise, the plaintiff hands over a payment or a counter-gift to the defendants.<sup>22</sup> In the 1072 case, Lanfrancus and Bonizo receive a gold ring and 30 *libra* in addition from Mauro (“*Et ad hanc transhactionem confirmandam haccepimus nos [...] launachild annulum aureum et insuper libras treginta denariorum Lucensium*”). Note that the formula of *meritum* or *launechild* was introduced into this type of Tuscan *placitum* charter at the beginning of the eleventh century.<sup>23</sup>

The term ‘*transactio*’ mentioned incidentally here indicates that the public court format was expected to confirm the informal compromise already reached between the litigants, or the efforts at peacemaking by a broker.<sup>24</sup> But the negotiations ended with the ritual of public humiliation by one party, that is renunciation of rights, and then with a definitive judgement. In fact, [6] the judges pronounce the victory of the plaintiffs, and [7] at the request of the latter, [8] they put a ban on the property in question and on its possessor.

When we compare the formulaic template of the *carta promissionis* of 1046 with that of the *notitia* of 1072, we see clearly the parallelism between them, and we can point to a dependency of the former on the latter. In practice, the elaboration of the formulaic template of *cartula promissionis* can be attributed to the *notarii*. François Bougard remarks that the creation and generalization of documentary forms of *notitia* in the end of the ninth century was accomplished by groups of judicial experts, or judge-notaries of Pavia, the capital of the kingdom of Italy.<sup>25</sup> Likewise, it was local specialists (judge-notaries) who elaborated the formulae of charter of promise in their day-to-day documentation practices and judicial activities in each city, during the late tenth and eleventh centuries.<sup>26</sup> It is to be noted that they made use of the *notitia* produced at *placita* as the model of the *cartula promissionis*.<sup>27</sup>

At the beginning of this presentation, I mentioned that this type of *cartula* had various functions: it could be used as a record of a dispute settlement, as well as being a means to prevent any possible future conflict; it could express simply an alienation as an alternative to a charter of sale or a gift;<sup>28</sup> it could also play a part in establishing interpersonal relationships, such as judicial-military clientèle;<sup>29</sup> finally, it could be used as part of a complicated system of credit.<sup>30</sup> The multifunctionality of the charter of promise resides again in the creativity and distinguished skill of judge-notaries, who were the scribes of these charters. Thus, thanks to the Pisan efficient notaries, the residents of the city, where a money-based economy developed rapidly in the eleventh century,

20 In the case of 1022 (*CDA* 257), the defendants ceded after an *inquisitio* was made.

21 The charter of 1037 (*CDA* 273) lacks this kind of penalty clause.

22 The document of 1014 (*CDA* 242) does not possess the *meritum* clause.

23 Manaresi, II/2, nn. 270 (Pistoia, a. 1006), 289 (*ostensio cartae*, Volterra, a. 1015), 316 (Chiusi, a. 1022 (= *CDA* 257)); III/1, nn. 272 (Florence, a. 1046), 426 (Chiusi, a. 1072 (= *CDA* 291)), 428 (Pisa, a. 1073), 448 (Chiusi, a. 1078 (= *CDA* 304)).

24 See also *CDA* 304. Cf. Nicolaj, “Formulari e nuovo formalismo” (n. 16 above), p. 360.

25 Bougard, *La justice dans le royaume d’Italie* (n. 1 above), pp. 281–339, esp. pp. 308–09; Id., “La justice dans le royaume d’Italie aux IX<sup>e</sup>–X<sup>e</sup> siècles”, in *La giustizia nell’alto medioevo* (n. 1 above), p. 155; Id., “genèse et contexte” (n. 19 above), pp. 43–44. See also Nicolaj, “Formulari e nuovo formalismo” (n. 16 above), pp. 361–69.

26 For the case of notaries of Pisa, see Ghignoli, “Repromissionis pagina” (n. 2 above).

27 There remains a possibility that the *meritum* clause in the *placitum* charter borrowed that in the *cartula promissionis*. In Tuscany, the *meritum* formula was introduced into the *placitum* charter at the beginning of the eleventh century (see n. 23 above), while the *cartula promissionis* had possessed this type of formula since the late tenth century: the scribes of Arezzo introduced the *meritum* clause into *scriptura promissionis* in the 970s (U. Pasqui, *Documenti per la storia della città di Arezzo nel medio evo*, I, Florence 1899 [henceforth Pasqui], nn. 76 (a. 977), 91, 180, 195 etc.). If so, one can see here the inter-textuality, or the cross-referential relation between them.

28 Wickham, “Justice in the Kingdom of Italy” (see n. 1 above), p. 204.

29 On the use of *cartulae promissionis* as a means of establishing judicial-military alliances, see P. Brancoli Busdraghi, “Patti di assistenza giudiziaria e militare in Toscana fra XI e XII secolo”, in *Nobiltà e ceti dirigenti in Toscana nei secoli XI–XIII: strutture e concetti*, Florence 1982, pp. 29–55; A. Spicciani, “Per la difesa di un castello: patti e alleanze nel senese tra XI e XII secolo”, in M. Marrocchi (ed.), *Fortilizi e campi di battaglia nel medioevo attorno a Siena*, Siena 1999, pp. 337–55.

30 Ghignoli, “Repromissionis pagina” (n. 2 above), pp. 60–104.

were able to use *pagina promissionis* as a legal instrument for operation of credit.<sup>31</sup>

Yet, one should not forget that it was the parties concerned who decided how to use these charters. In the case of Monte Amiata, the abbots seem to have used these charters mainly for the purpose of recording dispute settlements, or also for the prevention of eventual disputes.<sup>32</sup> The above-mentioned *carta promissionis* of 1046 is one; the *repromissionis pagina* of 1015 is another: count Ildebrando IV, father of Ildebrando V, promised the abbot Winizo not to contest the property of the monastery at “*monte et pogio ubi iam fuit castello, que vocitatur monte Niro*”. From other Amiata documents we know that the *castello* of Montenero was initially constructed as a fortified settlement of the *curtis* of Mustia, one of the oldest estates of the monastery.<sup>33</sup> Therefore, it is highly probable that the destroyed *castello* had been the object of conflict between the monastery and the Aldobrandeschi family. The other *cartula promissionis* drawn up in the context of conflict is the promise by the members of “da Callemala” family to the abbot Winizo in 1032. The “da Callemala” family was one of the oldest families related to the monastery. In fact, the family possessed (from 903, at the latest) one third of the monastic estate of Callemala as *libellarii* (i.e., lease-holding tenants), and their descendents continued to renew the leases with the abbey and enriched their possessions during the tenth and eleventh century. However, in the course of the eleventh century, the members of “da Callemala” gradually became estranged from the monastery, and some of them became the clients of the Aldobrandeschi.<sup>34</sup> So it is quite possible that the promise of 1032 by the “da Callemala” members, seven in all, which is the promise not to contest the monastic property near the leased estate, was made for the purpose of managing tensions between the ambitious members of local élites and their original patron.

Here a question may be asked: why did the monastery of Monte Amiata choose the *cartula promissionis*, that focused on the rituals of renunciation and payment, as the principal medium for recording informal, extra-judicial dispute settlements? One can rephrase the question in the following way: why did the monks adopt the ritual of renunciation of rights, and also the ritual

<sup>31</sup> Ibid.

<sup>32</sup> Certainly charters of promise were not always used in the context of conflict by the monastery. The promise of the “da Reggiano” family to the abbot Winizo in 1028 is one case (CDA 266). The promisors, Petrus and his wife Maitja, donated to the monastery “*integra nostra portiones, quot est tertja pars de integris omnibus casis e terris e vineis e castello de Rigiano et de ecclesia sancte Andrea qui ibi est consturcta*” on 29 september 1028 (CDA 265). On the same day they promised the abbot not to contest the monastic property that they had donated “*nisi nos ea tenemus per libellum a fidelitate de suprascripto monasterio e de isti abati*”, and at the *postscriptum* the obligation of the abbot to aid Petrus in the marriage of his daughter was stipulated (“*si Ermingarda filia mea in vita mea maritavero, quo per consilio Uuiniſji abbas ego maritavero, e isti mihi facia aiutorio*”). So they became *libellarii* (lease-holding tenants) of the monastery. In contrast to the “da Callemala” family (see the text corresponding to n. 34 below), the “da Reggiano” family remained the clients of the abbots. Thus, Bonitjo, one member of the “da Reggiano”, played the role of *advocatus* of the monastery in a public court case (*placitum*) of 1073 (CDA 293). For the “da Reggiano”, see C. Wickham, “Paesaggi sepolti: insediamento e incastellamento sull’Amiata, 750–1250”, in *L’Amiata nel medioevo*, eds. M. Ascheri and W. Kurze, Rome 1989, pp. 128–29 with note 61; S. M. Collavini, *La famiglia dei conti Aldobrandeschi (secoli IX–XI). Contributo allo studio dei ceti dominanti del ‘Regnum Italiae’*, tesi di laurea, Pisa a.a. 1991–92, rel. C. Violante, pp. 573–76; Id., ‘*Honorabilis domus*’ (n. 8 above), pp. 147–48. See also the description of Kurze in CDA III/1, ed. M. Marrocchi, 2004 Tübingen, pp. 62–64, for the different interpretation from mine on the use of *cartulae promissionis* by the monastery of Monte Amiata.

<sup>33</sup> CDA 243. In 853 the emperor Louis II for the first time confirmed ownership of the estate (*curticella*) of Mustia to the monastery of Monte Amiata (*Diplomata Ludovici II*, n. 11, in *MGH, Diplomata Karolinorum*, 4, ed. K. Wanner, Munch 1994); the monks had already acquired the lands around Mustia by the end of the eighth century (CDA 46 (a. 796), 62). The confirmation of this *curtis/curticella* was renewed till the end of the tenth century (CDA 212 (a. 996) = *Diplomata Otto III*, n. 202, in *MGH, Diplomata regum et imperatorum Germaniae*, 2, ed. T. Sickel, Hanover 1893). On the contrary, Henry II did not confirm either the *curtis* or the *castello* (CDA 221, 227 = *Diplomata Heinrich II*, nn. 68, 130). Then, in 1027, Konrad II confirmed both of them (CDA 263 = *Diplomata Konrad II*, n. 79, in *MGH, Diplomata regum et imperatorum Germaniae*, 4, ed. H. Bresslau, Hanover 1909): “*curtem de Mustia cum castro Montenigro*”. In 1046 they were among the lands which were the object of renunciation by the Aldobrandeschi (CDA 277). On the *curtis/curticella* of Mustia and its connection with the *castello* of Montenero, see W. Kurze, “La storia delle chiese intorno alla pieve di S. Maria in Lamula fino alla fine del XII secolo”, in Kurze, *Monasteri e nobiltà* (n. 13 above), pp. 378–80, 382–83; Id., “Il monastero di San Salvatore al Monte Amiata e la sua proprietà terriera”, in *L’abbazia di San Salvatore al Monte Amiata. Documenti storici-architettura-proprietà*, eds. W. Kurze and C. Prezzolini, Florence 1988, p. 5, now in Kurze, *Studi toscani* (n. 13 above), p. 370; Wickham, “Paesaggi sepolti” (n. 32 above), pp. 106–09.

<sup>34</sup> CDA 268. The first remaining lease to the family is in CDA 181. On the “da Callemala” family, see Wickham, “Paesaggi sepolti” (n. 32 above), p. 129 and n. 62; Collavini, *La famiglia dei conti Aldobrandeschi* (n. 32 above), pp. 565–70; Id., ‘*Honorabilis domus*’ (n. 8 above), pp. 146–47.

of payment, which were the same rituals performed at *placitum* sessions, as a mode of informal settlement of conflict?

To attempt to answer the question, the argument offered by Prof. Wickham on the Italian *placita* documents is worth mentioning. According to him, the formulae of the charter represent the final stage of the legal proceedings: the renunciation of rights by the losing party, and the subsequent judgement. Only this part of the dispute needed to be written in the *notitia*, because the public submission by the loser was regarded as being so important. Indeed, the judgement would have made public who won and who lost, and the public ritual of renunciations by the losing party, together with the sworn oaths, would have been seen and heard by many people, and remembered. In this way, the rituals could serve to ensure that the judgement was acted upon.<sup>35</sup>

If so, it seems reasonable to think that, in the informal settlements of dispute, the monks expected from the formal rituals the same effect that such rituals would produce at a *placitum* assembly. I have discussed elsewhere that in early medieval southern Tuscany the act of making contracts and redacting private charters was the occasion in which social memory was created. In fact, local inhabitants, composed mainly of local élites, were required to take part in ‘charter production assemblies’. Through their involvement in the rituals of making contracts and redacting documents, the collective memory in local society was created. As a consequence, the local memory strengthened the force of the contract made between the parties.<sup>36</sup> In the case of *cartula promissionis*, the drawing up of the document was accompanied with the ritual of renunciation and that of payment—the same public rituals that were performed at a *placitum* assembly. In contrast with the *placitum* assembly, there was no clear-cut judgement in charter production meetings. Nevertheless, the participants in the meeting may well have understood themselves as being eyewitnesses, just as if they had watched the ritual in a public court, and as if one party had won a judicial victory against the other party. In the collective memory of the local society, the informal settlement of disputes merged together in the imagination with that of the formal judgement, in which the decision highlighted the position of the winner against the loser. This collective memory and, I suggest, the documented recording particularly of ‘public rituals’ could serve to ensure against the renunciation made by the opponents of Monte Amiata.

Moreover, the ritual of renunciation of rights was accompanied by that of payment. One can easily imagine that the participants in a charter-redaction assembly perceived the ritual of *meritum* as an expression of peacemaking brokered between the parties. In fact, promisors could often gain a large amount of money in exchange for their renunciation of rights. In this sense, they did not lose everything; rather one may argue that the ritual of payment, or counter-gift, would represent an informal dispute settlement, achieved on the assumption that all parties were satisfied.<sup>37</sup> But the point to be stressed here is that the litigants agreed to perform the rituals of renunciation that evoked the definitive judgement at *placitum* sessions: the promisors played the role of loser. Prof. Wickham

35 Wickham, “Justice in the Kingdom of Italy” (see n. 1 above), pp. 188–89, 194, 196.

36 Y. Nishimura, “Fra clienti e dipendenti: il monastero di San Salvatore al Monte Amiata e le strategie dei testimoni nei secoli VIII e IX”, in *La Tuscia nell’alto e pieno medioevo. Fonti e temi storiografici ‘territoriali’ e ‘generalisti’*. In memoria di Wilhelm Kurze, eds. M. Marrochi and C. Prezzolini, Florence 2007, pp. 103–24; Id., “The Transformation of Documentation Practices at the Monastery of San Salvatore at Monte Amiata in the Tenth and Eleventh Centuries: From *Libelli* to List of Rents”, in *Genesis of Historical Text and Map* (n. 19 above), pp. 31–38, at. pp. 34–35.

37 There are many studies which stress a compromise between the parties: F. L. Cheyette, “‘Suum cuique tribuere’”, *French Historical Studies*, 6 (1970), pp. 287–99; S. D. White, “‘Pactum ... Legem Vincit et Amor Judicium’: The Settlement of Disputes by Compromise in Eleventh Century Western France”, *The American Journal of Legal History*, 22 (1978), pp. 281–308; P. Geary, “Vivre en conflit dans une France sans état: Typologie des mécanismes de règlement des conflits, 1050–1200”, *Annales E.S.C.*, 41 (1986), pp. 1107–33; G. Koziol, *Begging Pardon and Favor*, Ithaca 1992, pp. 214–39. See also the historiographic survey by W. C. Brown and P. Gorecki, “Where Conflict Leads: On the Present and Future of Medieval Conflict Studies in the United States”, in *Conflict in Medieval Europe: Changing Perspectives on Society and Culture*, eds. W. C. Brown and P. Gorecki, Aldershot 2003, pp. 265–85.

illustrates that forms of judgement, such as signorial justice, that were not *placitum* justice, often imitated the *placita* traditions as the model to be copied in the eleventh-century kingdom of Italy.<sup>38</sup> One can say that the monks of Monte Amiata did the same, not as signorial lords or brokers,<sup>39</sup> but as one party of litigants in informal agreements.

\*

The documentary form of the charters that recorded the informal, extra-judicial settlement of disputes at Monte Amiata changed in late eleventh century. This transformation of documentation practice may be briefly summarized as follows. During the late eleventh and early twelfth centuries, the monastery continued to obtain charters of promise that recorded the sworn oath of the renunciation of rights or claims. However, from the 1070s onwards the textual form of the charters began to be diversified, losing the form's rigidity. The following are two examples. The first is the charter of 1082, made between the abbot Gerardo and more than 12 laymen, regarding the estate (*curte*) of Agello in the territory of Chiusi.<sup>40</sup>

#### *Cartula refutationis* (1082)

(See Appendix 3 for the Latin text.)

[1] The protocol is followed by [2] the *manifestatio*, in which a group of laymen renounce the monastic property (“*Manifesti sumus nos [...] refutamus*”). However, in the course of the manifestation the scribe changes the tone and inserts a peculiar phrase: “*res ipsa, quas diabolus nobis per longum tempus per fraudem et per malum ingenium nobis retinere fecit*” (“The property which the devil seduced us to hold for a long time by fraud and by evil craft”). This kind of expression is quite unusual in comparison with the formulaic language used for private charters. Furthermore, the formulaic template shifts suddenly from that of charter of promise to that of donation charter: [3] is a clause in which the laymen declare the donation (“*per mercede et remedium anime nostre et anima parentorum nostrorum [...] donamus et tradedimus*”) and [4] is a *poena spiritualis* (spiritual penalty clause). It is clear that the scribe combined the formulae of charters of promise with those of donation charters. This new document, which is so different from the usual charter of promise, was no longer called *cartula promissionis* or similar; instead, a term “*scriptum*” (document) was used.<sup>41</sup>

This charter was written by Gerardo *notarius et iudex*: it means that the monastery submitted the redaction of the charter to a specialist, as would be usual. In contrast to this, when Ranieri Malabranca renounced claims to Monte Amiata in 1077, a monk drew up a “*breve recordationis*” (writing to be remembered).<sup>42</sup> Differing from the case of *cartulae*, in which the text is written in the first person and in the present tense, this *breve* is drawn up in the third person and in the past tense, as can be seen in Appendix 4 below.<sup>43</sup> The monk of Monte Amiata, Lambertus, begins the

38 Wickham, “Justice in the Kingdom of Italy” (see above n. 1), pp. 195, 204–06, 210, 222–34.

39 As in the case of the bishops of Arezzo who often acted as brokers: Pasqui, nn. 209 (a. 1073), 210, 213 etc. See Delumeau, “L’exercice de la justice” (n. 5 above), pp. 601–05.

40 CDA 308.

41 The editor of the document gave it the title of “*cartula refutationis*”, but apart from the verb ‘*refutamus*’, neither term is found in the document.

42 CDA 303.

43 On the ‘*breve*’, a documentary category which is distinct from that of ‘*carta/cartula*’, see A. Bartoli Langeli, “Private charters”, in *Italy in the Early Middle Ages*, ed. C. La Rocca, Oxford 2002, pp. 212–19; Id., “Sui ‘brevia’ italiani altomedievali”, *Bullettino dell’Istituto storico italiano per il Medio Evo*, 105 (2003), pp. 1–23; M. Ansani, “Appunti sui ‘brevia’ di XI e XII secolo”, *Scrineum — Rivista* (2006–2007), pp. 109–54. See also M. Marrocchi, “‘Abere non potuero neque carta neque brevis’ (CDA 242). Prime considerazioni sui ‘brevia’ nella cultura giuridica e non giuridica delle scritture amiatine (secc. IX–XII)”, *Bullettino senese di storia patria*, 115 (2008), pp. 9–42 (I thank Prof. Marrocchi for showing me a pre-publication copy of this study).

text with a formula characteristic of this type of *breve*: “*Breve ricordationis pro futuris et modernis temporibus ad memoriam habendum vel retinendum*” (a written record for the future). Then he gives a highly descriptive narrative of the events. Ranieri Malabranca became seriously sick, so he prayed to God and the saints so that he might recover his health. God answered his prayer. By way of thanks to God and for the salvation of his parents, Ranieri, with a staff (*virga*) in hand, renounced before the abbot both his land and the “*malas consuetudines et usitationes*” that he had imposed on the monastic lands; then he became friends with the monks and they, in their turn, remembered him in their prayers (“*se ipsum commisit in societatem et orationem eorum*”). All these events took place in the presence of his *fideles*. After such a description the *poena spiritualis* is then recorded.

We can conclude that the transformation of the documentary form mirrors the turning point in the traditional system of documents, or the crisis of the Lombard-Carolingian model of the *charta/cartula*. Because of its formal rigidity, the *cartula* could no longer respond to the ever-changing social and economic needs.<sup>44</sup> One can say that the appearance of different documentary forms, or a free-style narrative form, shows that these are products of the experiments made by the scribes who tried to adapt to the new circumstances. However, the modification in the manner of settling the disputes is considered to be the crucial factor in the transformation of the documentary form.<sup>45</sup> It is true that the rituals of renunciation continued to be performed, but they were now cut off from the context of the public court. Eventually monks put them into the context of donation; or again, they invented an absolutely new and free format that recorded new events. These phenomena reveal that the *placitum* assembly ceased to be the model for informal settlements of disputes by the end of the eleventh century, as had happened in many parts of Italy.<sup>46</sup> By then, in fact, the monks no longer appealed to the *placitum* session: the *notitia* issued by Matilda in 1078 is the last of its kind; in the early 1080s the monks, under the threat of the Aldobrandeschi family, appealed to Henry IV, but in vain.<sup>47</sup> At least in the southern corner of Tuscany, the remnant of the Carolingian public structures had already faded away.<sup>48</sup> By coincidence, this is the eve of the age of the commune.

44 Bartoli Langelì, “Private charters” (n. 42 above), p. 218.

45 On the development of the new modes of dispute resolutions in the early twelfth century in Tuscany, see C. Wickham, *Courts and Conflict in Twelfth-Century Tuscany*, Oxford 2003, esp. at pp. 34–35.

46 Note that the renunciation by Ranieri Malabranca in 1077 was made in front of his *fideles*; this fact makes clear that the assembly no longer imitated the *placitum* assembly. As far as the Amiata documents are concerned, the *cartulae promissionis* continued to be written until the early twelfth century, but in these cases also the context in which the document was redacted changed definitely after the 1070s. For example, in 1084 the Aldobrandeschi count Ranieri Malabranca promised the abbot Gerardo not to contest the project of the monastery to construct a *castello* in *Mussona*, and received 200 *libra* (“*bursciam cum denarios pro libras duocentu*”) as *meritum* (CDA 310). Three years later, Ranieri Malabranca made the same promise for the future *castello* of *Serra de Ruga*, and he received 200 *libra* again (CDA 316). From Wilhelm Kurze’s examination of an interpolated copy of the *praeceptum* (royal charter) issued by the King Aistulf to Monte Amiata, we know that these two future *castelli* were located in the areas over whose possessions the monks had been in conflict with laymen, especially with the Aldobrandeschi family, in the eleventh century (W. Kurze, “Die langobardische Königsurkunde für S. Salvatore am Monte Amiata”, *QFIAB*, 57 (1977), pp. 315–30, now translated in Italian under the title: “Il privilegio dei re longobardi per San Salvatore sul Monte Amiata”, in Kurze, *Monasteri e nobiltà* (n. 13 above), pp. 339–56). Thus, one can assume that the renunciations of rights by the count were the products of compromise between the litigants. But the meetings were evidently organized on the initiative of Ranieri Malabranca, the person who played the role of loser in the rituals: the majority of participants of these meetings were composed of his clientèle (See Collavini, ‘*Honorabilis domus*’ (n. 8 above), p. 148). Thus, the rituals of renunciation seem to have changed their significance: the participants may well have perceived the rituals of renunciation made by their patron as permissions to construct the *castelli*. It is clear that instead of the monastery, its opponent took the initiative in making the contract and redacting the charter.

47 CDA 304 (a. 1078), 309 (before 31 March 1084).

48 On the survival of Carolingian-style public power until the end of the eleventh century in Tuscany, see Wickham, *The Mountains and the City. The Tuscan Apennines in the Early Middle Ages*, Oxford 1988, pp. xxvii–xxxii; Id., “Signoria rurale” (n. 15 above), pp. 343–46; Id., “Justice in the Kingdom of Italy” (n. 1 above), pp. 202–04. C. Wickham points out, on the one hand, the end of the *placita* tradition in the later eleventh century represented the crisis of the political legitimacy of the *regnum Italiae* (Wickham, “La giustizia nella città e nel castello” (n. 5 above), p. 63) and, on the other, the development of the regular law court, consular tribunal, in the following century was a sign of the crystallization of the city communes (Ibid., p. 59; Id., *Courts and Conflict* (n. 45 above), p. 301).

## Appendix

1. *Repromissionis cartula. Marturi (Poggibonsi), 6 December 1046.*

Copy (11<sup>th</sup> century). Ed.: W. Kurze, *Codex Diplomaticus Amiatinus*, II, Tübingen 1982, n. 277, pp. 197–200.

[1] Z In nomine Domini Dei aeterni. Anno ab incarnationis eius quadragesimo septimo post mille, octavo idus decembris, indictione quinta decima. [2] **Manifestus sum ego** Ildebrandus comes, filius bone memorie Ildebrandi, qui fuit comes, **quia tu** Teuzo abbas monasterii sancti Salvatoris, sito loco monte Amiato, cum Rainerio, filio bone memoriae Petri, avvocato vestro et vestri monasterii, **dedistis mihi meritum** anunum (*sic!*) aureum unum [3] **propter hanc repromissionis paginam**, quam monasterio vestro et vobis atque fratribus ibidem commorantibus et Deo famulantibus fieri tradavi atque rogavi bona et spontanea voluntate, **ut ammodo in nantea nullo tempore** ego qui super Ildebrandus vel mei heredes per nos vel per interpositam personam a nobis liberam vel servilem **non habeamus licentiam vel potestatem intentionare, tollere vel contendere, intromittere seu per placitum aut sine placito fatigare** vobis vel vestris successoribus abbatibus vel vestro monasterio sancti Salvatoris aliquid de supter scriptis rebus, quas vobis et avvocato vestro et vestro monasterio **refutavimus modo et refutamus per hanc paginam promissionis**, hoc est: castellum de Montenigro atque castellum de Montelatroni cum omnibus aeclesiis et capellis, muris et fossis atque munitionibus eorum cum omnibus domnicatis et mansis, villis, pratis, pascuis et silvis, cultis et agrestibus et omnibus pertinentiis, scilicet quantum ad monasterium sancti Salvatoris pertinet, **quas usque modo vobis et monasterio vestro malo ordine detinuimus**, et res et terras de loco Mustia et in Lunignano et in Camposona et in Fabiano et in Cellina et in Paterno et in curte Decinilla et in Talassa et in Margnania et terra sancti Cassiani, sicut quondam Ildibrandus comes, pater meus, per cartam dedit suprascripto monasterio, et in Plano sive in Albinita et in silva de monte Amiato de Classaria usque ad regalem sive ad sumitatem montis et in Mussona; as denique iam dictas res et loca per vocabula, que superius leguntur, quantum sunt de pertinentia suprascripti monasterii et eius propria sunt, et iuste et legaliter illi pertinent, et **quantum illi usque modo per nos et per nostros homines aut ministeriales malo ordine tenuimus**, vobis Teuzoni abbati et suprascripto vestro monasterio in integrum eas **refutamus**. [4] Insuper autem exinde obligamus nos et nostros filios et heredes tibi Teuzoni abbati et tuis successoribus abbatibus et suprascripto vestro monasterio et monachis ibidem pro tempore Deo famulantibus et cunctis advocatis eiusdem sancti monasterii, **si suprascriptas res vel partem earum aliquo tempore presumpserimus tollere vel contendere, intromittere, intentionare, vexare, diminuere, molestare, dampnare** per nos vel interpositam personam a nobis liberam vel servilem, masculum vel feminam, clericum vel laicum per aliis ingenium, qui homo in se coitare possit, et si, quod absit, vos vel predictum monasterium de predictis rebus super viginti solidos dampnaverimus per annum, et per vos aut per vestrum missum hoc in me vel in meos filios vel heredes inquisitum fuerit, si infra ipsum comitatum, in quo monasterium suprascriptum constructum est, infra triginta dies postquam sic nobis notum fuerit non emendaverimus per capud, si vos recipere volueritis, vel si in terris suprascripti monasterii gastaldium vel aliquem ministerialem miserimus, vel si per nos vel per interpositam personam a nobis in terris eius monasterii placitum detinuerimus vel aliquam malam consuetudinem in eius terris imposuerimus vel impositam voluerimus indicare, tunc **componere promittimus et com[po]namus** ego Ildibrandus comes vel meis filiis vel heredes tibi suprascripto domno Teuzoni abbati aut tuis posteris abbatibus, aut si pro tempore ibi abbas non fuerit, componamus avvocato suprascripti monasterii ad partem eius monasterii **penam** auri optimi libras centum; et ante penam et post penam solutam suprascripte res inconcusse, [infra]cte, inviolabiles permaneant in dominio et potestate atque proprietate suprascripti venerabilis monasterii perpetua pace stabilite. [5] Quam vero **cartam promissionis et inviolabilis sponsionis** a me supradicto Ildebrando comite rogata est, ut ab Petro notario et iudice scriberetur. [6] Actum in loco curtis de Marturi, in comitatu Florentino; feliciter.

[7] + Signum manus suprascripti Ildibrandi comitis, qui hanc cartam promissionis et sue manus signum fieri rogavit  
 + Signum manus Rolandi, filii quondam Teuderici, rogatus testis et sue manus signum fieri rogavit  
 + Signum manus Nonuolioli, filii bone memorie Kamarini, rogatus testis et sue manus signum fieri rogavit  
 + Signum manus Uuilielmi, filii quondam Burgi, rogatus testis et sue manus fieri rogavit scribere  
 + Ego Petrus notarius et iudex post tradita complevi et dedi  
 + Ego Uuido episcopus Uulterensis ibi fuit

[8] Haec autem acta sunt in presentia domini Heinrici, cancellarii gloriosissimi Heinrici regis, qui tunc Romam pergebat ad suscipiendam coronam Romani imperii.

**2. Notitia. Calceraki (terr. Chiusi), 7 June 1072.**

Original. Eds.: W. Kurze, *Codex Diplomaticus Amiatinus*, II, Tübingen 1982, n. 291, pp. 227–29. = C. Manaresi, *I placiti del “Regnum Italiae”*, III, Rome 1960, n. 426, pp. 304–07. = E. Goetz, W. Goetz, *Die Urkunden und Briefe der Markgräfin Matilde von Tuszien*, (MGH, *Diplomata* 5), Hanover 1998, n. 2, pp. 35–39.

[1] Z Dum in Dei nomine in loco qui vocatur Calceraki resideret domna Beatrix comitissa ac ducatrix et Matilda, eius filia, ibique adessent Raginerius et Bernardus comites ipsius comitatus Clusini et episcopus Clusinus nec non Senensis episcopus atque Ardericus iudex et Ubertus seu Girardus atque Iohannes et Rolandus et Petrus atque Adelbertus iudices seu Adegierius et Iohannes et iterum Iohannes causidicus et Paganus de Corsena et Ildebrandus, filius Uuidonis, atque Ugo, filius Supi, et Tegizo et Saxo, filii quondam Ildebrandi, et Ubertus, filius Boki, et reliqui plures. [2] Ibi in eorum presentia venit Maurus habas de ecclesia sancti Salvatoris de monte Amiata una cum Pepo, avvocato suo, et retulit: Habeo et teneo rocam de Semzano una cum omnibus pertinentiis et aiacenciis ad curtem predictae rocae ad proprietatem a parte ecclesie sancti Salvatoris; et si aliquis homo adversus nos de predicta roca et eius pertinentiis aliquid dicere vuidi, paratus sum cum eo ad racionendum et legiptime finiendum, et quod plus est, querimus, si Lanfrancus episcopus Cluxinus et Bonizo abas sancto Petro de Campo una cum Rolando avvocato suo al[i]quit de iam dicta roca et suis pertinentiis, ut supra legitur, adversus nos dicere aut subtraere aliquid querant, an non, dicant. [3] Tunc, cum iam dictus Maurus habas cum suo avvocato taliter retulissent, ad haec predictus episcopus Clusinus et iam nominatus Bonizo habas cum predicto Rolando avvocato suo responderunt: Vere iam dicta roca cum suis pertinentiis, qualiter supra legitur, propria est parti ecclesie sancti Salvatoris **nec vobis eam contradicimus nec contradicere querimus, quia cum legem non posumus**, eo quod propria est ecclesie sancti Salvatoris et cum legem esse debet, nec scriptum aut aliquam firmitatem habemus per quam posimus adversus vos exinde agere aut causare cum lege, [4] et insuper spondimus et obligamus nos iam dictus Lanfrancus episcopus et abas una cum nostro avvocato, ut si umquam in tempore nos aut nostris subcessores per nos aut nostras sumitantes personas contra vos vel vestros successores agere aut causare presumserimus vel exinde omni tempore taciti et contenti non permanserimus, vel si apparuerit ullum datum aut factum vel quelibet scriptum, quod nos exinde in aliam partem fecissemus et clarefactum fuerit, tunc **componere promittimus** no[s] qui supra Lanfrancus episcopus et iam dictus Bonizo abas tibi iam dicto Mauro abati tuisque successoribus a parte supradicti monasterii sancti Salvatoris **pene nomine** argenti libras duocentum et suprascriptas res in duplum, qualiter pro tempore fuerint meliorate aut valuierit, in consimilibus locis. [5] Et **ad hanc transhactionem confirmandam haccepimus nos** qui supra Lanfrancus episcopus et Bonizo habas exinde **launachild** annulum aureum et insuper libras treginta denariorum Luce[n]sium. [6] His actis rectum predictis iudicibus et auditoribus quoniam esse comparuit, iudicaverunt: ut iusta **professionem** episcopi Lanfranci et Bonizonis habatis et Rolandi avvocati eorum exinde de predicta roca et suis pertinentiis taciti et contentis esse debent idem ipse Lanfrancus episcopus et Bonizo abas et eorum successores cum eorum avvocato a parte sue ecclesie; et predictus Maurus habas et sui successores exinde debent esse securi, soluti et indempnes omni tempore a parte predicti monasterii sancti Salvatoris. [7] Pos[t] hec iam nominatus Maurus abas cum suo avvocato dixit: Domine comitisse ac ducatrices et domine Ragineri et Bernarde comitis querimus et volumus, ut propter Deum et animam domni imperatoris ac vestri mercedem mittatis banum super nos et partem nostri monasterii et supra predictam rocam cum omnibus suis pertinentiis, ut nullus quislibet homo de ipsis rebus nos et partem nostre ecclesie sine legali iudicio disvestire presupmat. [8] Cum ipse Maurus abas et suus avvocatus taliter retulissent, tunc iam nominate ducatrices et predicti comites **miserunt bannum suum** supra eundem Maurum abatem et suum advocatum et partem predictae ecclesie sancti Salvatoris et super predictam rocam et suis pertinentiis, ut nullus quilibet homo vos et partem predictae ecclesie sancti Salvatoris de predictis rebus sine legali iudicio disvestire presupmat. Qui vero fecerit, presciat se composxiturum ducentum libras optimi arienti, medietatem camere domni regis et medietatem parte predicti monasterii sancti Salvatoris. Quidem et ego Ardecio notarius sacri palatii ex iussionem supradictarum ducatricum et comitum et iudicum amonicione hanc paginam noticie scripsi. Anno dominice incarnationis millesim[o] septuaiesimo secundo, septimo idus iunii, indicione decima.

+ (*Signum crucis* of Beatrice)

+ (*Signum crucis* of Matilde)

Z Ego Ardericus iudex interfui et subscripsi

Z Ubertus iudex domni imperatoris interfui

Z Ego Petrus iudex sacri palatii interfui et subscripsi

Z Ego Rollandus iudex sacri palatii interfui et subscripsi

Z Ego Iohannes iudex domni imperatoris interfui et subscripsi

+ Subscripsi dictis presens Adhierius istis

Z Ego qui supra Ardecio notarius sacri palatii scripsi et complevi inperacionis supradictarum ducatrix et comitum et iudicum in hoc ato.

3. ‘*Cartula refutationis*’. Senzano (terr. Chiusi), September 1082.

Original. Ed.: W. Kurze, *Codex Diplomaticus Amiatinus*, II, Tübingen 1982, n. 308, pp. 259–61.

[1] Z In nomine Domini Dei et Salvatori nostri Iesu Christi. Anni ab incarnationis eius millesimo octuagesimo terzio, mense setember, indictio quinta. [2] **Manifesti sumus nos** Tepizo et Rainaldu, germani filii Ceci, et Ildizo, filius Liperge, et Ildibrando, filius Calvi, cum nepotibus suis et Azzo et Petru et Albertu, filii Liti et Farolfu et Stefanu, filii Teuzi, et Pepo, filius Fosci, et Andrea et Albertu et Iohanni presbiter, filii Rustici, nos quoque insimul qualiter per mercede et remedium anime nostre, ut Dominus de peccatis nostris minuare dignetur, **refutamus** ad monasterio sancti Salvatori et i manu Gerardi abbatis de prefato monasterio idest: **res ipsa, quas diabolus nobis per longum tempus per fraudem et per malum ingenium nobis retinere fecit**, et est predicta res proprietate de predicto monasterio et est infra curte de Agello, sicuti per locas designaverimus: fini fluvio Orzia, da Urzia venit ad fonte Remula, deinde venit ad fonte Donnica usque prope cimiterio sancti Paregrini, deinde venit ale prata de Agellu et pervenit ad silva de Cerasu et mergit in suprascripro fluvio Urzia. Iam dicta terra, sicut superius legitur, cum omnia, que infra se et super se abente, cum casis et veineis et terris cultis et agrestis, omnia in omnibus, sicut dictum est, reflutamus; [3] et si aliquit de nostro iure ibidem abemus per mercede et remedium anime nostre et anima parentorum nostrorum, qui in anc fra[u]de fuerunt, **donamus et tradedimus** ad prefato monasterio tali tenore, ut da modo in antea in potestatem fratrum monachorum de iam dicto monasterio ibidem comoranzium sit permaneat potestatem. [4] Nam qui unc scriptum et nostro testamento refragare voluerit, inprimis **ira Dei incurrat** super eum, **et abeat maledictione** ex partem patris et filii et spiritus sancti et da tricentum dece et octo patri sancti et da centum quadraginta quattuor milia, qui pro Christi nomine passi sunt, et da omnibus sancti abeat maledictione, et cum Dathan et Abiron, qui rebelles fuerunt contra Dei preceptum et servorum eius, et cum Iuda Domini traditore abeat porzione in die iudicii, quia sic conplacuit animo nostro. Et ad Gerardus notarius et iudex scribere iusimus. Actum loco rocca de Senzano.

Z Signum manu Tepizi et Rainaldu et Ildizo et Ildibrando cum nepotibus suis et Azzo et Petru et Alb[er]tu et Farolfu et Stefanu et Andrea et Pepo et Albertu et presbiter Iohanni, qui unc scriptum fiere rogati testes subscripserunt

Z Signum manus Rollandi, filii Guidi, et Bernardu, filii Petri, et Petru, filii Ildizi, et Guido, filii Manfredi, et Raineri, filii Manfredi, rogati testes subscripserunt

Ego Gerardus notarius et iudex iussu de prefatis consortibus ad confirmandum et testificazione uius operis redendum scripsit oc.

4. *Breve recordationis*. The monastery of Monte Amiata? 13 November 1077.

Original. Ed.: W. Kurze, *Codex Diplomaticus Amiatinus*, II, Tübingen 1982, n. 303, pp. 250–52.

**Breve recordationis pro futuris et modernis temporibus ad memoriam habendum vel retinendum**, qualiter Raginerius, nobilissimus, et prudentissimus comes, filius bone memorie Ildibrandi comitis, propter karitatem Dei et anime sue redemptionem, et **quia visitavit eum Dominus et Salvator noster in infirmitate sui corporis in qua nimis fatigabatur, ideo hoc votum vovit Deo et sanctis suis omnibus, et allevavit eum Dominus propter magnam suam misericordiam et pietatem ad pristinam sanitatem**, et pro redemptione predicti patris et matris sue per virgam, quam in manu gestabat, **refutavit terram** de Caluentione **et malas consuetudines et usitationes** in tota terra et pertinentia monasterii, que est in sua ditione, quas a transitu avii sui, excellentissimi Ildibrandi comitis, supra posite sunt super altarem omnipotentis Dei et Salvatoris mundi in presentia scilicet domni Gerardi abbatis et suorum fratrum monachorum, et **se ipsum commisit in societatem et orationem eorum, et in presentia nobiliorum hominum, fidelium suorum**, scilicet: Pagani, filius bone memorie Roizi, et Guinzi, filius bone memorie Rodulfi, et Rolandi, filius bone memorie Ugi, et Normanni, filius bone memorie Rustici, et Petri, filius bone memorie Azzi, et Raginerii, fratris eius, et Karocci, filius bone memorie Raginerii, et Berizi, filius bone memorie Gerardi, et aliorum plurimorum, quorum nomina longe sunt ad scribendum, **ut quicumque frangere studuerit hanc refutationem cum Iuda Domini traditore habeat portionem et cum diabolo et eius sequacibus eternis tradatur incendiis**; fiat, fiat, fiat. Hoc factum est in anno millesimo septuagesimo septimo, indictioni quintadecima, epacta quarta, data idus novembris.

Frater Lambertus levita et monachus rogatus a supra dicto Raginerio comite scripsit.