
When a Lease Acquired Its Own Name

Further Notes on the Forms and Formulas of the Private Charters in Southern Tuscany (8th and 9th Centuries)*

Yoshiya NISHIMURA

Written culture in early medieval Italy was characterized by an intense use of ‘private charters’. Such documents or *chartae* are recognized as possessing highly structured forms and fixed formulas in general. This is especially true of the sale charters, as I have discussed elsewhere.¹ However, not all types of documents had their own forms, formulas and terminology from the beginning of the Middle Ages. This is the case, for example, with the leases drawn up between individuals or between ecclesiastical institutions and laymen. In fact, the leases of the Lombard period are, far from being standardized and formalized, less structured and more flexible in their forms and formulas. They do not even have a specific name.² It is in the Carolingian age that the documents came to acquire their own name, *libelli*,³ and morphology.

Here a series of questions arises: what are the characteristics of the leases of the Lombard age? What led the Italian scribes to write even more standardized and normalized leases in the Carolingian period? Why did the leases gain their specific name? These problems deserve to be argued because they are inevitably connected

* The following study is a continuation of the present writer’s article that was published in Italian with the title: “Note sulle forme e formule dei documenti privati nella Tuscia meridionale (VIII–IX secolo)”, *SITES: Journal of Studies for the Integrated Text Science*, 4/1 (2006), pp. 19–31.

1 See e.g. Nishimura, “Note sulle forme e formule”, pp. 20–24, cited above.

2 On the less structured characteristic of some kind of the Lombard documents in comparison with those of the Carolingian period in Italy, see G. Nicolaj, *Cultura e prassi di notai preirneriani. Alle origini del rinascimento giuridico*, Milano 1991, pp. 40–47; A. Ghignoli, “Istituzioni ecclesiastiche e documentazione nei secoli VIII–XI. Appunti per una prospettiva”, *Archivio storico italiano*, 162 (2004), pp. 619–65, esp. pp. 628–30.

3 The spellings *libellus*/*licellus* are used interchangeably in medieval Latin orthography, though one can find a regional difference. Thus, for example, the scribes of Chiusi and Lucca tend to spell *licellus*, whereas those of Tuscania, Sovana, Pisa and Piacenza prefer *libellus*. The same is true for *libellario*/*licellario*, the adjective that derives from the noun *libellus*/*licellus*. As A. Bartoli Langeli illustrates, the notaries’ Latin in early Medieval Italy is characterized by ‘phonetic, grammatical, and syntactical irregularities’, but ‘the choice of this Latin,’ not of classical Latin, ‘was a matter of culture, not of a lack of culture.’ (“Private charters”, in *Italy in the Early Middle Ages*, ed. C. La Rocca, Oxford 2002, p. 211) On this question see A. Bartoli Langeli, *Notai. Scrivere documenti nell’Italia medievale*, Rome 2006, pp. 17–35.

with another fundamental problem recently put under discussion again, namely, the origin of *ius libellarium* or *livello* contract;⁴ and because, as Giovanna Nicolaj points out, in early medieval Italy the documentation practices of the notaries played an essential part in the construction of the contractual system of that time.⁵ In other words, the scribes elaborated the legal instruments through their day-to-day documentation practices, in order that the charters would correspond not only to the various demands of the individuals but also to those of the *publicum* or royal court.

In the first and second sections of this paper, I will examine the changing forms and formulas of leases in the eighth and ninth centuries, so that the characteristics of this kind of document will be clarified. Then I will go on to give some preliminary considerations on the genesis of the *livello* contract, paying particular attention to the terms used, such as *libelli*, *libellario nomine* and *libellarii*. As a case study I choose here the leases of the monastery of San Salvatore al Monte Amiata, along with others written between the individuals, which are preserved at the same monastery as *munimina*.⁶

1. *Convenientie* or *cartule promissionis*?—Leases of the eighth century

It is well known that in Lombard Italy leases were labeled in various ways by their

4 A. Ghignoli has argued against a widely accepted opinion that the practice of making *livello* contracts would have gone back to late antiquity, and she postpones its origin to the early Middle Ages. On the topic, besides A. Ghignoli, “Note intorno all’origine di uno ‘*ius libellarium*’”, *Archivio storico italiano*, 156 (1998), pp. 413–46, see e.g. S. Pivano, “Origine del contratto di livello”, *Rivista di storia del diritto italiano*, 1 (1929), pp. 468–82; M. A. Benedetto, “Livello”, *Novissimo digesto italiano*, Vol. 9, Turin 1968, pp. 987–90; B. Andreolli, “Per una semantica storica dello ‘*ius libellarium*’ nell’alto e nel pieno Medioevo”, *Bullettino dell’Istituto storico italiano per il medio evo e Archivio Muratoriano*, 89 (1980/81), pp. 151–91 (now in Id., *Contadini su terre di signori. Studi sulla contrattualistica agraria dell’Italia medievale*, Bologna 1999, pp. 39–67, with the title of “Il contratto di livello”). For *libelli* in general, see also L. M. Hartmann, “Bemerkungen zum Codex Bavarus”, *Mitteilungen des Instituts für Österreichische Geschichtsforschung*, 11 (1890), pp. 361–71 (also in Id., *Zur Wirtschaftsgeschichte Italiens im frühen Mittelalter. Analekten*, Gotha 1904, pp. 1–15); S. Pivano, *Contratti agrari in Italia nell’alto medioevo*, Turin 1904; P. S. Leicht, “*Libellario nomine*. Osservazioni ad alcune carte amiatine nel secolo nono”, in *Studi senesi in onore di Luigi Moriani*, Vol. 1, Turin 1905, pp. 283–351 (now in Id., *Scritti vari di storia del diritto italiano*, Vol. II/2, Milan 1949, pp. 89–146); P. Toubert, *Les structures du Latium médiéval. Le Latium méridional et la Sabine du IX^e siècle à la fin du XII^e siècle*, Vol. 1, Rome 1973, pp. 516–45; Nicolaj, *Cultura e prassi di notai preirneriani* (n. 2 above), pp. 40–57; L. Feller, “Précaires et livelli. Les transferts patrimoniaux ‘ad tempus’ en Italie”, *Mélanges de l’École française de Rome. Moyen Âge [=MEFRM]*, 111 (1999), pp. 725–46.

5 Nicolaj, *Cultura e prassi di notai preirneriani*, pp. 3–7.

6 *Codex Diplomaticus Amiatinus. Urkundenbuch der Abtei S. Salvatore am Mont Amiata von den Anfängen bis zum Regierungsantritt Papst Innozenz III. (736–1198)* [=CDA], ed. W. Kurze, Vols. I–IV, Tübingen 1973–2004. See also *Chartae Latinae Antiquiores. Facsimile-edition of the Latin charters prior to the ninth century* [=ChLA], XXIII–XXIV: *Italy IV–V (Siena I–II)*, pub. by A. Petrucci and J.-O. Tjäder, Dietikon/Zürich 1985; *ChLA, 2nd Series. Ninth century* [=ChLA2], LXI–LXIII: *Italy XXXIII–XXXV (Siena I–III)*, respectively pub. by V. Matera, R. Cosma and A. Mastruzzo, Dietikon/Zürich 2002–2004.

scribes: *convenientia* (*sic!*),⁷ *cartula convenientie*, *cartula promissionis*, *promissionis pagina*, *manus promissionis*, or even merely *cartula* or *pagina*.⁸ However, the term *libellus* was never used. At first sight, there appears to be nothing in common between them in terms of form. Nevertheless, the outline of the charters of concession can be found by comparing between two leases redacted in Chiusi during the Lombard period: a *convenientia* of 735 (or 736) and a *cartula promissionis* of 765.⁹

The first is a document of 735/736, written by Bonifatjus, and is a contract between *centenarius* Tasulo and Pertulu. It has the following configuration (See Appendix 1):¹⁰

[Protocol]

(1) Symbolic and verbal *invocatio* (“+ *In nomine Domini*”).

[Text]

(2) *Dispositio*, which begins with the formula “*Placuit adque convinet inter X* [name of lessor] *et Y* [name of lessee]”, introducing the name of the lessor and the lessee, the object of concession, and the obligations of the latter to inhabit the house of the former, to perform various kinds of services (labour service, payment in kind, etc.); (3) the clause for the dissolution of the agreement (“*Si exinde exire volueris...*”).

[Eschatocol]

(4) *Rogatio*, in which the scribe declares that two identical charters were written at the request of both parties (“*Quem viro convenientia ego Z* [name of scribe] *rogatus a partibus in duabus cartule uno tenure scripsi*”); (5) *datatio* (“*Regnante ...*”); (6) *corroboratio*, i.e. the subjective subscriptions or objective *signa crucis* of the lessee and of the witnesses who took part in the transaction. This contract lacks (7) *completio* (by means of which the scribe declares the procedure to complete the documentary production), simply because the parchment on which the lease was written terminates abruptly here and this last section was cut off at some later date.¹¹

The second document is the following. Thirty years later, in 765, Firmus *notarius* redacted a lease between Guntefrid and Bonulus (See Appendix 2), whose structure

7 In general the scribes of Lombard Italy spelled *convenientia*, not *convenientia*, and they continued to do so in the Carolingian period. At that time the Frankish royal charters alone tended to have the spelling *convenientia*, as e.g. a diploma of Louis the Pious issued to a count of Arezzo in 819 shows (See p. 75 below).

8 *Convenientia: Codice diplomatico longobardo* [=CDL], ed. L. Schiaparelli, 2 Vols., Rome 1929–1933, I, 57 (=CDA 2); *cartula convenientie*: CDL II, 238; *cartula promissionis*: CDL I 55 (=CDA 1), 85, II 192 (=CDA 15), 242; *promissionis pagina*: CDL II 166, 167; *cartula*: CDL II 176, 263 (=CDA 19), 264 (=CDA 20), 273, 283; *manus promissionis*: CDL I 104 (=CDA 8); *pagina*: CDL II 139, 280. Apart from the leases of the Amiata documents, all leases of the Lombard period, preserved on their original parchment, come from the rich collection of Lucca (northern Tuscany).

9 CDA 2, 15.

10 CDA 2.

11 See the editor’s description: CDA I, p. 5, and the facsimile of the corresponding document: *ChLA* XXIII, n. 731, p. 9. For the terminology (*dispositio*, *datatio* etc.), see in general O. Guyotjennin, J. Pyke and B.-M. Tock, *Diplomatique médiévale*, (L’atelier du médiéviste, 2), Turnholt 1993, pp. 71–92.

is as follows.¹²

[Protocol]

(1) *Invocatio* and *datatio*.

[Text]

(2) *Narratio* that begins with the formula “*Manifesta causa abeo ego X* [lessee]”, in which the lessee, Bonulus, declares that he had once sold all his property to Guntefrid; (3) *dispositio*, where the lessor, Guntefrid, ‘reconfirms’ the concession to the expropriator, and stipulates an obligation on the lessee (labour service); (4) penalty clause (“*in ea viro ratjone, ut, si ego Y* [lessor] *vel heredis meis te supradicto X* [lessee] *vel heredis tuis foris ipsis ribus (sic!) expellere quesierimus...*” “*Similiter repromitto adque spondeo me ego X* [lessee], *ut si ego vel heredis meis foris ipsis ribus exire quesierimus...*”), through which each party in the contract is constrained to pay the amount of fines to the other party who keeps his promise.

[Eschatocol]

(5) *Rogatio* (“*Quem enim promissionis nostre cartulam Z* [scribe] *notario ex ambabus partibus scribere rogavimus*”); (6) *actum* (“*Actum Clusio*”); (7) the signatures by both parties and witnesses; (8) *completio* (“+ *Ego qui supra Z* [scribe] *notarius pos traditjone complevi et emisi.*”). On the bottom of the parchment, (9) a formula on *wadia* and *fidejussor* was added.¹³

Comparing these two documents it seems evident that, in contrast to the case of sale charters, the scribes of Chiusi in the Lombard period did not share the same documentary model for lease charters. First of all, Bonefatjus, the scribe of the lease of 735/736, expressed the actions of both parties in the third person, even if he sometimes used or misused the second person (*volueris, exeas*), while Firmus who wrote the document of 765 adopted the subjective form, the normal constitution applied to the *chartae*. The protocol and eschatocol, i.e. the frame that determines the chronological and topographical elements of the act, are very fluid: in fact, Bonefatjus, on the one hand, omitted the initial *datatio* and *actum*, whereas Firmus, on the other, dropped the final *datatio*, but added an unusual clause on *wadia*. It is similar in the case of the text: the former introduced the *dispositio* with a common formula (*Placuit adque convenit*) that was used in various kinds of documents of that time, such as those of exchange, promise by a cleric on the administration of church, compromise concerning the dispute settlement etc.; the latter in his turn added *narratio* before *dispositio* in order to give an account of the precedent transaction between the parties. In the place of the penalty clause, Bonefatjus laid down a specific article on the right of the lessee in the lease of 735/736: in case he or his son should wish to abandon the

¹² CDA 15.

¹³ For *wadia* and *fideiussor*, see e.g. G. Astuti, *I contratti obbligatori nella storia del diritto italiano*, Vol. 1, Milan 1952, pp. 201–19; E. Cortese, *Il diritto nella storia medievale. I: L’alto Medioevo*, Rome 1995, pp. 162–66. See also G. Nicolaj, “Il documento privato italiano nell’alto medioevo”, in *Libri e documenti d’Italia: dai Longobardi alla rinascita delle città*, ed. C. Scalton, Udine 1996, pp. 153–98, esp. p. 176, for the relationship between *carta* and *wadiatio*.

leasehold, they can do so without any penalty.¹⁴ Finally, only the lessee signed the document (which was to be delivered to the lessor) across the *signum crucis* in 735/36, whereas thirty years later both of the parties signed.

One might even assume that the scribes of Chiusi could have used two different types of documentary model, *convenientia* (or *cartula convenientie*) and *cartula promissionis*, as instrument or container to set down the terms of a lease. But this is not the case. Here the discussion by G. Nicolaj deserves to be mentioned. She argues that the early medieval Italian scribes created and elaborated a ‘free zone’ or a ‘category’ of the ‘*convenientia*’, making use of formal elements that were derived from some Roman documentary models, among which she includes especially consensual contracts. This elastic and comprehensive category might include various kinds of transactions such as lease, exchange, agreement on the administration of a church, or compromise in a dispute settlement, and it is characterized by a bilateralism of contract on the basis of the mutual consensus of both parties. Thus, together with some types of contracts such as sales or donations, there was a category of ‘*convenientia*’ in the documentary system of early medieval Italy.¹⁵ Nicolaj illustrates various elements that express such a bilateral aspect of the ‘*convenientia*’: for example, use of the term ‘*convenientia*’ to define the action/document, introductive formula of *dispositio* “*Placuit adque conuenit*”, and duplicate redaction of the same leases to be delivered to both parties. We may also count other characteristics of the ‘*convenientia*’: penalty clause to which both parties are constrained as a mutual guarantee of contract;¹⁶ signatures of both parties to each document, which embody the bilateral aspect of the contract.

Indeed, in addition to the *convenientia* of 735/736, the *cartula promissionis* of 765 as well as other eighth-century leases of the Amiata collection¹⁷ share several

14 Or with penalty, since they had to leave all their movables, except for ‘*quantum adduxerit*?’ (Appendix I [3])

15 Nicolaj, *Cultura e prassi di notai preirneriani* (n. 2 above), pp. 40–57; “Il documento privato italiano”, p. 176. On the ‘*convenientia*’ in early medieval Italy, see also F. Calasso, *La “convenientia”*. *Contributo alla storia del contratto in Italia durante l’alto medioevo*, Bologna 1932; Astuti, *I contratti obbligatori*, (n. 13 above), pp. 395–423; and A. J. Kosto, “The ‘*convenientia*’ in the early middle ages”, *Medieval studies*, 60 (1998), pp. 1–54, esp. pp. 40–49.

16 See the following two clauses of Lombard laws, one promulgated by King Liutprand in 729, the other by Aistulf in 755: “*Si plures hominis (sic!) cartolam convenientiae inter se fecerent, et poena posuerint, et postea unus, duos aut tres vel amplius se de ipsa convenientiam subtraere voluerent aut poena rupperent, unusquisque per caput componat ipsa poena, quam posuerunt, in integrum. Quia omnes unianimiter consenserunt, et nullus eos imperavit talis causam facere, ideo per caput componat, qui ruperunt ipsa poena, sicut per caput voluntariae consenserunt.*” (Liutprand, c. 107, in *Le leggi dei Longobardi. Storia e memoria e diritto di un popolo germanico*, eds. C. Azzara and G. Gasparri, Milan 1992, p. 182 = *Leges Langobardorum*, ed. F. Bluhme, Hanover 1868, in *Monumenta Germaniae Historica* [=MGH], *Leges* 4, p. 151); “*Si quis langobardus cum pontificibus, abbatibus vel custodibus ecclesiarum, cetera exenodochiorum prepositis de quibuscumque rebus convenientiam fecerit, et poena inter se partes obligaverint et heredes vel successoribus suis conligaverint et idonei hominis interfuerint, non possint postea ab eorum successoribus removeri, sicut nec removitur ab eodem langobardo, excepto si pena obligatam componere voluerit...*” (Aistulf, c. 16, in *Le leggi dei Longobardi*, p. 258=MGH, *Leges* 4, pp. 201–02).

17 CDA 1 (Tuscania, a. 736), 19, 20 (both in Roselle, a. 772), 45 (Montepulciano, terr. of Siena, a. 794). A *manus promissionis* of 752 redacted in Sovana may constitute an exception (CDA 8). But we cannot define the charter as lease in the strict sense of the word, since all the author of contract did was to promise not to abandon the house of the lessor: he did not promise to perform any form of service.

characteristics with the '*convenientia*'. In the case of violation of the contract, each party promises to pay a penalty to those who keep the promises; both of them signed the document (with *signa manus*); not single, but duplicate leases were probably produced and delivered to both parties, as the phrase "*ex ambabus partibus*" (by both parties) in the *rogatio* suggests. On the other hand, Bonifatjus underlined in 735/736 that the *convenientia* between Tasulo and Pertulo was also the product of the promises between the parties. Thus he added the word "*promissuris*" to the name of the lessee in the latter's *signum crucis*, as Firmus *notarius* did in the signatures of both the lessor and the lessee.¹⁸

A lease of 736 redacted in Tuscania reveals such a close relationship between *convenientia* and promise. Tachinolfu *acolutus*, the scribe of the lease, began the *dispositio* with the formula "*Placuit igitur adque bona voluntatem convenit*", stipulated some penalty clauses by which each party bound themselves, and drew up "*duas cartula (sic!) pari tinore*", thus stressing the bilateral character of the contract based on mutual consensus. Nevertheless, he named the charter "*cartula promissionis*" in the subscription (*signum crucis*) of one of the lessees.¹⁹ Therefore, whatever title a scribe gave to a lease and how loose its structure was, it was always '*convenientia*', a bilateral contract based on mutual consensus and promises between the parties.²⁰

2. *Livelli convenientie* or *libelli 'petitionis'*? —Leases of the ninth century

In the ninth century we meet with quite different forms of leases. Here a comparison of the leases of Chiusi with those of Tuscania allows us to take into account both continuity and discontinuity of the documentary forms of lease. Let us begin with the documents of Chiusi. Among some forty leases of the ninth and early tenth centuries, three original leases of the early ninth century illustrate significantly the process through which the *notarii* of Chiusi elaborated forms, formulas and terminology peculiar to this type of document: leases from the years 804, 810 and 827, written

18 A. Kosto stresses the association of the term '*convenientia*' with transactions containing promises in early medieval Italian documents ("The *convenientia*", pp. 40–49).

19 CDA 1.

20 It is true that in eighth-century Lucca the leases labeled *cartula promissionis* or *promissionis pagina* (see n. 8 above) have the form of unilateral contract on the basis of promises made by one party, and only delivered to the other party. But if we take into consideration that some of them are promises of a lessee and delivered to a lessor (in these cases a bishop of Lucca, *CDL* I, 166, 167), and others promises by the latter and issued to the former (*CDL* II 242), and also that some leases whose structures are practically identical with those of "*cartulae promissionis*" were defined by scribes as "*duas cartulas prope uno tenore conscriptas*" (e.g. *CDL* II 238, 273, 280), one of which is labeled even *cartula convenientie* by one of the parties and by witnesses in their subscriptions (*CDL* II 238), it is reasonable to think that as a rule two *cartulae promissionis* were produced, one the promise of the lessor and the other that of the lessee, and each of them was delivered respectively to the lessee and to the lessor. In connection with this see also F. Schupfer, "Precarie e livelli nei documenti e nelle leggi dell'alto medioevo", *Rivista italiana per le scienze giuridiche*, 40 (1905), pp. 1–52, 137–200, esp. pp. 157–58. The above-mentioned lease of *CDL* II 238 indicates that a large part of, but not all, *cartulae promissionis* of Lucca belong to the category of '*convenientia*'.

respectively by Ursu *presbiter et notarius*, Petrus *notarius*, and Boni *notarius*.²¹

First of all, Ursu ‘created’²² the initial formula of *dispositio*: “*Previdi ego X* [name of lessor] *dare tibi Y* [name of lessee]” in 804, and then Petrus modified it in 810, replacing the verb ‘*dare*’ with ‘*confirmare*’: “*Previdi ego X* [lessor] *confirmare tibi Y* [lessee]”. This would remain the typical formula in Chiusi.²³ Ursu also introduced a usufruct formula (“*ad resedendum vel laborandum*”) into the text of lease for the first time, and Petrus again elaborated on it (“*ad resedendum vel laborandum et usufruendum et [...] meliorandum nam non peggiorandum*”), this soon becoming standard in the following leases of Chiusi.²⁴ Petrus in his turn introduced an appurtenant formula in the descriptions regarding the object of concession.²⁵ In the 820s Boni developed the formula further (“*casa et res [...] tam in casis (sic!), curtis, ortis, vineis, terris, silvis, rivis et pascuis, cultis vel incultis, movilia et immovilia, omnia et in omnibus*”). This formula would become a point of reference, from which it will experience certain developments in

21 CDA 54 (Ursu), 68 (Petrus), 102 (Boni). Boni wrote other leases in which he used practically the same structure and formulas (CDA 103, 104, 107, 108, 114 (a. 837)).

22 But the formula was not created without some preceding developments. Cf. see Nishimura, “Note sulle forme e formule” (n. 1 above), esp. p. 27, n. 53.

23 As far as we can see from the Amiata documents, during the mid ninth and early tenth centuries six notaries, all of them laymen and bearing the title *notarii*, produced charters of leases: Liutardus (CDA 129, 130, 137, 141), Taripertu (CDA 140), Ursus (CDA 144, 146, 147, 150, 154a, 156, 157, 158, 159, 162), Petru (CDA 165, 166, 167, 169, 173, 174, 177), Bonulinus (CDA 178, 181, 182, 184, 197), Ioannes (CDA 188, 191, 193, 194, 196). Among them only Ursus and Petrus used slightly different formulas, respectively “*Previdit ego X firmo te Y*” and “*Previdi ego X confirmo te Y*”. See also Nishimura, “Note sulle forme e formule”, p. 25.

24 See the list of usufruct formulas in CDA III/2 (Register), pp. 561–63. The scribes differ in their choice of verbs (for instance, *inabitandum* or *sedendum* instead of *resedendum*). Furthermore, the notaries of Chiusi developed formulas suitable for ever diversifying contents of the contracts during the mid and later ninth century: lease of a single tenant-holding (*casa et res*) to a cultivator, that of an estate (*curtis*) to a non-cultivator and that of one or several houses (*case et rebus*) to a small or medium proprietor, often himself a cultivator. These three types of leases would *grosso modo* correspond to *Kleinlibell*, *Großlibell* and *Mittellibell* respectively (see R. Endres, “Das Kirchengut im Bistum Lucca vom 8. bis 10. Jahrhundert”, *Vierteljahrschrift für Sozial- und Wirtschaftsgeschichte*, 14 (1914), pp. 240–92, esp. pp. 260–72, 287–91). In the 850s, thus, Liutardu on the one hand applied the typical formula to ‘lease to tenant-cultivator’ (CDA 130, 142), on the other he tried to formulate a new one (“*avere et possedere et usufruere*” or “*avere possedere laborare usufruere meliorare nam non peggiorare*”) appropriate to lease to a peasant-proprietor (CDA 129, 137). Then in 859 Taripertu *notarius* introduced into the latter type of lease the formula “*ad abendo vel laborandu et utsufruendum (sic!) aut per te aut per tuo omine casa casata sia [...] et ipsa suprascripta casa vel ris melioretur nam non peggioretur*” (CDA 140. Cf. CDA 144, 167, 173, 178, 181, 184, 191, 193, 194, 196), while in 883 Ursus elaborated the formula “*abeatis teneatis et laborare faciatis et usufruetis*” appropriate both for *Mittellibell* and for *Großlibell* (CDA 162. Cf. CDA 174, 177, 181, 188, 191, 193, 194, 196).

25 CDA 68: “*casa et vinea facta [...] tam curte, orta, terris, una cum vinea post ipsa casa, una cum cergiolito vel terra purrecta prope ipsa casa...*”

the following leases of Chiusi.²⁶

It is from that moment, precisely from the year 810, that the phrase *libellario nomine* was specified in the text.²⁷ Furthermore, the leases were defined equally as *libelli* or, more often, *livelli convenientie*. In fact, Ursu had defined a couple of leases as “*duabus promissiones pariter scriptas*” (‘two documents of promise written in the same way’) in 804, still following the practice of his predecessors, whereas six years later Petrus declared in the *rogatio* that both parties had requested him to redact “*duo libelli pari et uno tinore scriptis*.”²⁸ Seventeen years later, Boni labeled a lease “*duobus livelli convenientie nostre*” (both of the parties are nominative here), and almost all of the succeeding notaries of Chiusi adopted such a title.²⁹

In the 820s the process of ‘creating’ the documentary *model* of lease in Chiusi was virtually completed, although it does not mean that the notaries stopped elaborating further on the formulas,³⁰ or that each *notarius* did not have his own style.³¹ The following is the construction of the lease that Boni drew up in 827 for Audualdus abbot of the monastery of Monte Amiata and Ferualdus, resident of *casale Agello* (in the territory of Chiusi). (See Appendix 3):

[Protocol]

(1) *Invocatio* and *datatio*.

[Text]

(2) *Dispositio* in which a lessor expresses the intention of conceding land, using the formula: “*Previdi ego X [lessor] confirmare te Y [lessee]... livellario nomine*”,

26 See the list of appurtenant formulas in *CDA* III/2, pp. 517–28. Liutardus preferred the formula “*casa cum curte ortis vineis pratis pascuis silvis...*” (*CDA* 129, 137. Cf. *CDA* 130) and elaborated a slightly different formula “*tam case cum solamentis earum cum curtis ...*”, in a case in which the object of the contract was more than one tenant-holding (*CDA* 141); then Taripertu adopted the formula used by Liutardus, though he interposed the word “*terris*” between “*ortis*” and “*vineis*” (*CDA* 140); finally Ursus elaborated a formula “*tam casis cum solamentis suis (sic!) casa cum solamentis earum (sic!) curtis hortis vineis (pratis) terris silvis ribis et pascuis ...*” (*CDA* 144, 146, 147, 150, 159). This will become the standard. As in the case of the above-mentioned formula of Ursus, we often find it difficult to discern if it is about single or plural tenant-holding(s), though we can usually identify it from the term “*casa et res*” or “*casis/lease et rebus*” used by scribes to define the object of concession (see n. 24 above).

27 Among some forty original leases of the ninth (from 810 onwards) and early tenth centuries written by scribes of Chiusi, only three lack the phrase *libellario nomine*: *CDA* 147, 167, 188. Other examples where the locution is absent from the Amiata leases are: *CDA* 67, 81, 86, 98, 99, 120, 125, 147, 167, 188, 193.

28 *CDA* 54, 68.

29 *CDA* 102 (Appendix 3 [6]). There are a few exceptions. Liutardus (*CDA* 129, 130, 137, 141) and Ursus once (*CDA* 144) labeled the leases “*livelli*”, and Iohannes dropped the term once (*CDA* 188). In fact, already in 816 Rotpert *presbiter et notarius*—who acted as notary especially around the area of Montepulciano and S. Quirico d’Orcia (territory of Siena), but also at or near the monastery of S. Salvatore (terr. of Chiusi)—had adopted the term “*livelli convenientie*” (*CDA* 75 (a. 816), 86), even though he used the title “*livelli*” in other leases (*CDA* 81, 83).

30 See nn. 24, 26 above.

31 It refers for example to the order of the clauses. Thus Liutardu, after the confirmation of concession by a lessor, passes on to the promise of a lessee to perform the duties and to pay fines, and then to the penalty clause of the lessor (*CDA* 129, 130, 137, 141). Ioannes in his turn dropped the promise of a lessee to fulfill his obligations (*CDA* 188, 191, 193, 194, 196). See Nishimura, “Note sulle forme e formule”, p. 25.

introducing the identity of both parties, the description of the object of the concession (accompanied by an appurtenant formula), and that of the preceding transaction of the land (“*quem tu ipsi per cartula vindictjonis dedisti*”). Then with the formula “*in ea convenentja*” begin the descriptions of the contents of the duties the lessee owes (with a usufruct formula), and of *justitia dominica* (“*ad mandatis nostris veniatis, et iudicio nostro adimplatis intra territorio Clusino*”);³² (3) promise of the lessor to pay fines in the case that he imposes on the lessee more than the amount of service fixed in the text, or that the former expel the latter from the leased land illegally; (“*Et si ego X [lessor] aut meis successoris tibi Y [lessee] et ad tuis eredis amplius violento ordine superinposuerimus...*”); (4) promise of the lessee to fulfill the obligations he undertakes (“*Pro ideo promitto ego Y [lessee] cum eredis meis vobis X [lessor] et ad tuis successoris in omnia suprascripta capitula permanere et adimplere...*”); (5) promise of the lessee to the lessor to pay fines if he breaks his promise (“*et si omnia ea que supra legitur non persolserimus et non adimpleverimus...*”).

[Eschatocol]

(6) *Rogatio* (“*Unde duobus livelli convenentje nostre Z [scribe] notarius scribere rogavimus*”), (7) *actum*, (8) signatures of both parties, and of witnesses, and (9) *completio*.

The scribes of Tuscania adopted a rather different documentary model.³³ I present here the lease for the year 808 made between Erminpertus and Graso, of *vico Sancti Martini in Colonnate*, and drawn up by Occini *presbiter et notarius* (Appendix 4). Among the Amiata documents this is the first lease where the charter itself was referred to as *libellus* and at the same time the phrase *libellario nomine* was used.³⁴ It is true, as Wilhelm Kurze, the editor of the Amiata documents, indicates, that in its formulation and grammar the document is by far worse than that of a sale charter he

32 See the list of formulas on manorial justice in *CDA III/2*, pp. 564–66. For *justitia dominica*, see F. Panero, “Servi, coltivatori dipendenti e giustizia signorile nell’Italia padana dell’età carolingia”, *Nuova rivista storica*, 72 (1988), pp. 551–82; G. Sergi, “L’esercizio del potere giudiziario dei signori territoriali”, in *La giustizia nell’alto medioevo (secoli IX–XI) (Settimane di Studio del Centro Italiano di Studi sull’Alto Medioevo (=Settimane)*, 44), Spoleto 1997, pp. 313–41; F. Bougard, *La justice dans le Royaume d’Italie de la fin du VIII^e siècle au début du XI^e siècle*, Rome 1995, pp. 253–59.

33 *Notarii* of Tuscania who wrote the leases in the ninth century are: Occini *pr. et not.* (*CDA* 64), Martinii *not.* (*CDA* 73), Liminosus *cl. et not.* (*CDA* 89), Petrus *not.* (*CDA* 97 [dorsal note], 100, 121), Dominicus *cl. et not.* (*CDA* 117), Benedictus *not.* (*CDA* 123), Filiolu *not.* (*CDA* 135, 139, 142, 145), Amelfridu *not.* (*CDA* 148, 151). In 809 and 819, another Filiolu *not.* drew up leases in the territory of Tuscania (*CDA* 65, 82). In addition to the leases this latter Filiolu drew up three charters, of which two were redacted at the monastery of S. Salvatore (*CDA* 58, 71, in terr. of Chiusi), another in Sovana (*CDA* 56); and in all five charters one of the parties was always an abbot of the monastic house (terr. of Chiusi). So Filiolu must have travelled around the territories of Tuscania and Sovana for the abbots as well as working at the monastery. However, if we take into account that all the documents, except for one (*CDA* 65), refer to those regarding the lands within the territory of Sovana, we may suppose that he was a *notarius* of Sovana. In the *dispositio* of the leases, in fact, he used a traditional formula which differs totally from that of Tuscania: “*Placuit adque convenit.*” Other scribes of Sovana such as Auraldus “*notarius civitate Suanense*” (*CDA* 67) and Carulus (*CDA* 120) adopted this traditional formula. For this see n. 41 below.

34 In the Amiata collection the first mention of *libellus* is in a charter of exchange redacted in 787 (*CDA* 35).

also wrote, thus demonstrating that he was not so familiar with the form he adopted in formulating a lease.³⁵ Furthermore, there is a certain fluctuation in its documentary model and formulas during the early and mid-ninth century, as we shall see below. But the fundamental features common to the ninth-century leases of Tuscania are already to be found here:

[Protocol]

(1) *Invocatio* and *datatio*.

[Text]

(2) *Petitio*, i.e. the request of one party to another to concede the land, with the formula “*A te/vobis X [lessor] peto Y [lessee] uti mihi Y locare ac prestare iubeatis libellario nomine*”, introducing the identity of both parties, the description of the object of concession (defined with an appurtenant formula), and that of the preceding transaction of the land; and his promises concerning the performance of the duties he owes (with a usufruct formula “*ita ut ad nos melioretur ipsis rebus nam non pegioretur*”) and concerning the renewal of the contract by the lessee’s descendants (in this case his son Trasulo: “*Et si Trasulu, filiu meu, bolueri resedere in ipsis rebus ad suprascriptu ordinum...*”);³⁶ (3) the penalty clause to which the lessee is subjected; (4) permission of the request by the lessor, which begins with the formula “*Et ego X [lessor] audientes petitjones tuas dedit (sic!) tibi Y [lessee]*”, and again terms of the renewal of the contract; (5) the penalty clause to which the lessor is subjected.

[Eschatocol]

(6) Declaration by both parties that duplicate documents have been redacted and issued (“*duo libelli uno tinore scripti sunt...*”); (8) *actum, datatio, apprecatio* (“*feliciter*”); (9) signatures of lessee and witnesses; (10) *completio*.

During the early and mid-ninth century the scribes of Tuscania went on standardizing forms and formulas: manner of subscription,³⁷ petition,³⁸ formula about

35 CDA 64, p. 127. The sale charter: CDA 59 (a. 807).

36 As a rule the ninth-century leases of Tuscania and Sovana had a clause regarding the renewal of the contract by the lessee’s sons/heirs (and often his grandsons: “*si filiis filiorum vestrorum...*”) under the same conditions as their father (and grandfather): CDA 64, 65, 71, 73, 82 *et passim*. In contrast to this, in the leases of Chiusi the hereditary right of the lessee’s sons/heirs (and his grandsons) was considered self-evident, as the frequent juxtapositions of words like “*eredis*”, “*filiis et eredis*” or “*filiis filiorum*” with the lessee show clearly (e.g. CDA 102: “*ut tam tu quam et tuis eredis ibidem firmiter resedeatis...*”, “*si ego Audualdus abbas aut meis successoris tibi Ferualdo et ad tuis eredis amplius violento ordine superimposuerimus...*”, “*promitto ego Ferualdus cum eredis meis...*”, “*componamus nos et meis eredis vobis Audualdo...*” See Appendix 3 [2], [3], [4], [5]). Cf. F. Schneider, *Die Reichsverwaltung in Toscana von der Gründung des Langobardenreiches bis zum Ausgang der Staufer (568–1268)*, I: *Die Grundlagen*, Rome 1914, p. 191, n. 2, and p. 192, n. 1.

37 In the first decades of the ninth century, each party subscribed only the document which was to be delivered to the other party (CDA 64, 73, 117, 121 (a. 843)). But soon after they began to sign both charters (CDA 100 (a. 827), 113, 124, 135, 139, 142, 145, 148, 151).

38 During the 810s and 830s the scribes of Tuscania used various couplets of verbs, such as “*collocare adque prestare*” (CDA 73), “*dare ac locare*” (CDA 121), besides “*locare ac prestare*” (CDA 97 [dorsal note], 100, 135), but from the 840s they came to use “*dare ac prestare*” by preference (CDA 123, 139, 142, 145, 151). By comparison, the notaries of Sovana preferred the single verb “*dare*”, once they adopted the form of petitions. (CDA 128, 161, 163, 195).

redaction,³⁹ and usufruct formula.⁴⁰ But the essential structure of the lease remained the same: *petitio*. The form used in Tuscania was also adopted by the scribes of Sovana and Castro⁴¹ from the 840s, or 850s at the latest, and it reminds us of the documentation procedure diffused in Roman-Byzantine areas during late antiquity and the early Middle Ages: *petitio-praeceptio*, namely, the issue of *praeceptum* (document of permission) in response to *petitio* (request) of a petitioner about various matters, one of which was a concession of land; or a variant of *petitio-praeceptio*, that is to say, duplicate redaction of *libelli* (writings of petition)⁴² by means of which a petitioner addresses a petition to a secular or ecclesiastical authority. If the latter agrees upon the conditions of *libelli*, he re-delivers to the former one of these two *libelli* (petition) with his *scriptio* (signature).⁴³ In 781–787, not long after the conquest of the Lombard kingdom by the Franks, the southern fringes of *Tuscia Langobardorum* (the part of Tuscany under the rule of the Lombards), including the territories of Tuscania, Castro and Sovana, were conceded to the Church of St. Peter.⁴⁴ Therefore, it is natural to postulate that the notaries of Tuscania elaborated the form and formulas of lease following the Roman-Byzantine documentary model.⁴⁵

This does not mean that they accepted the Roman-Byzantine documentary model as it was, as the following formula regarding the production of document/request shows. In a request of two laymen to the church of Aquileia in 681, traditionally thought to have been the first extant contract by *livello*, the practice of redaction was expressed in this way: “*Unde si placet haec oblatio libellorum nostrorum unum a duobus*

39 The expression (“*Unde duo libelli inter nos facti sunt*”) introduced by Martinus *not.* in 812 (CDA 73) came to be accepted widely at latest from the 840s (CDA 123, 135, 139, 142, 145, 148, 151). The notaries of Sovana also often, but not always, used it (CDA 71, 82, 128, 138).

40 For a while, the *notarii* preferred a very simple formula such as “*melio retur nam non pegio retur*” (CDA 64, 73, 121). From the 840s they gradually multiplied the words (for example, “*resedendum... laborandum et fruendum et colendum seos meliorandum*” (CDA 139)), but never settled on a fixed formulation. With regard to the appurtenant formula, it fluctuated markedly during the century. By comparison, the scribes of Sovana formulated the typical locution: “*casa, corte seo ortis, bineis, prati, silbis, cetinis, pascuiss, aquis aquarumque ductibus, cultum vel incultu, omnia et in omnibus*” or similar ones already at the beginning of the ninth century (sale charters: CDA 56 (a. 806), 58; leases: CDA 65, 67, 71, 82, 112, 113, 120, 128, 161, 195).

41 Sovana: CDA 99 (a. 827), 128 (a. 852), 138, 161, 163, 195; Castro: CDA 124 (a. 844). The scribes of Sovana had continued to use the traditional formula of “*Placuit adque convenit*” (CDA 65 (a. 809), 71, 82, 113, 120 (a. 841)) until the 850s, when they adopted the form of petitions definitively. E.g. Nishimura, “Note sulle forme e formule”, p. 25.

42 In origin the term *libellus* meant simply “document” (see Ghignoli, “Note intorno all’origine di uno ‘*ius libellarium*’” (n. 4 above).

43 For the *petitio-praeceptio*, originally the form of request addressed to the imperial office on various matters, see Ghignoli, and also Hartmann, “Bemerkungen zum Codex Bavarus” (n. 4 above). On the formulas used in the territory of Roma in the tenth and eleventh centuries, see L. M. Hartmann, “De formulis”, in *Ecclesiae S. Mariae in Via Lata tabularium*, ed. L. M. Hartmann, Vol. I, Vienna 1895, pp. xxiv–xxvii. See also M. Lenzi, “Forme e funzioni dei trasferimenti dei beni della chiesa in area romana”, *MEFRM*, 111/2 (1999), pp. 771–859.

44 See T. F. X. Noble, *The Republic of St. Peter. The Birth of the Papal State, 680–825*, Philadelphia 1984, pp. 153–75.

45 See also Schneider, *Die Reichsverwaltung in Toscana* (n. 36 above), pp. 185–97, esp. p. 192, n. 1 and p. 195, n.2. Among the leases of Tuscania, the one written by Liminosus *cl. et not.* (CDA 89) constitutes an exception. He redacted a unilateral contract based on promises made by a lessor to a lessee (in this case an abbot of S. Salvatore), and labeled the charter “*promissionis vel hobligatzonis cartula conbenentze (sic!)*”.

libellis pari tenore prescriptis manu vestra subscriptis suscipere dignemini,” (“Therefore, if you are pleased with this offer in our petition-writings, please deign to subscribe in your hand to one of these two petitions written in the same text and return it to us”),⁴⁶ while in 808 the *notarius* of Tuscania altered the formula as follows: “*Unde sic placuit hec petitio nostra, duo libelli uno tinore scripti sunt et a nobis vel ad testibus roboratos, nobis invicem tradedimus et spongedimus*.” (“Since this petition of ours pleased in this way, two *libelli* were written in the same text and were corroborated by us and by witnesses, and then we exchanged them between ourselves and swore to each other”).⁴⁷ The modification reflects the scribe’s effort to adjust the Roman-Byzantine type formula to one suitable for the actual procedure of documentary process in Lombard-Carolingian Italy: in the case of lease or exchange, after duplicate charters were written by a scribe at the request of both contracting parties (*rogatio*), they were subscribed by the two parties and by witnesses (*corroboratio*), and then each one handed it to the other (*traditio*).⁴⁸

At first sight, the nature of the *libelli* written in Tuscania seems to be quite different from, or even opposite to, that of the *livelli convenentie* of Chiusi. In the leases of Tuscania that have the form of petition, the right to accept or refuse the *petitio* of a lessee belongs formally to a lessor, thus implying the unilateral character of the contract and the relationship of subjection between the parties concerned. In contrast to this, the lease of Chiusi underlines the aspect of mutual consensus, as the *nomen* itself of the document, and phrases such as “*in ea convenentia*”, “*in talis enit (sic!) vero tinore et nostre convenencie (sic!)*” or “*quia inter nobis taliter convenit*” represent clearly.⁴⁹ But if we look at the texts more closely we find that, just as in the leases of Chiusi, the *libelli* of Tuscania are also bilateral contracts based on mutual agreements and guarantees, even if they have the form of petitions made by one party and permissions given by the other. In fact, while a lessee engages with a lessor to fulfill the obligations he owes,⁵⁰ the latter also promises the former not to impose more than the amount of

46 The text of 681 is published in P. S. Leicht, *Storia del diritto privato italiano, III. Le obbligazioni*, Milan 1948, p. 189, n. I. A century later a variant of this formula was used in the Roman-Byzantine area, in a *libellus* (petition) of 783 redacted in Imola: “*quos vero livellorum nostrorum paginam Cakentio [notario] livellus pari tenore conscriptus manus nostras signatus suscipere iubeatis et alius advicem manibus vestras subscriptas nobis contradere iubeatis*.” (*ChLA XXIX: Italy X*, pub. by J.-O. Tjäder, F. Magistrale and G. Cavallo, Dietikon/Zürich 1993, n. 888)

47 Appendix 4 [6].

48 For the problems regarding *traditio chartae*, expressed also with the formula “*post tradita complevi et dedi*” in *completio*, see especially H. Brunner, *Zur Rechtsgeschichte der römischen und germanischen Urkunde*, Vol. I, Berlin 1880, pp. 87–96; L. Schiaparelli, “Note diplomatiche sulle carte longobarde, III. La formula ‘*post traditam (chartam)*’”, *Archivio storico italiano*, Ser. VII, 19 (1933), pp. 34–51; H. Bresslau, *Handbuch der Urkundenlehre für Deutschland und Italien*, Vol. 2, Berlin 1968⁴, pp. 81–84; Schupfer, “*Precarie e livelli*”, (n. 18 above), pp. 158–59, for the case of *libelli*.

49 “*In ea convenentia*”: CDA 102 (see Appendix 3 [2]), 103, 104, 107, 111, 114; “*in talis enit vero tinore et nostre convenencie*”: CDA 165, 166, 167, 169, 173, 174, 177; “*quia inter nobis taliter convenit*”: CDA 102, 103, 104, 107, 129 *et passim*. The first two were used to introduce the terms concerning the obligations a lessee owed, whereas the last concludes the penalty clauses of both parties.

50 To give an example: “*promitto ego [lessee] tibi vel ad tuis heredis perexolberem angarias...*” (CDA 64, see Appendix 4 [2]). See also Appendix 3 [3].

service or rent prescribed in the text;⁵¹ the penalty clauses stipulate the amount of fines to be paid to the other party by the one who breaks his promise;⁵² the duplicate documents “*uno tinore scripti*” or “*pari et uno tinore scriptis/conscripti (sic!)*” were to be issued both to the lessor and to the lessee.⁵³ Therefore, notwithstanding its petition/permission form, a *libellus* of Tuscania maintained the fundamental character of ‘*convenientia*’, no less than its counterpart of Chiusi. This explains why a powerful landlord like Ildiprandus, *praepositus* of the great monastery of Monte Amiata, did not hesitate to ‘petition’ Tazzo, a local landowner of Tuscania, for the concession of land in 838: the lease which does not connote the inferiority of the petitioner to his counterpart, but embodies a legally equal relationship between the parties.⁵⁴ In a diploma of 819 issued by Louis the Pius to Hagano count of Arezzo, a lease made between Hagano and Barbacianus priest was exactly expressed in this precise way: “*Has vestras convenientias, secundum legem Langobardorum, per duos libellos simili tenore conscriptos et subscriptione testium roboratos...*” (“These your *convenientiae*, which have, in accordance with the Lombard law, the form of two *livello* contracts, written both in the similar way and corroborated by the subscriptions of witnesses”).⁵⁵ This illustrates that a series of changes, that is to say, the acquisition of a proper *nomen* (*libellus*), the use of a typical phrase (*libellario nomine*) and the charter formulation, did not constitute a fundamental break with the past, since a lease maintained the nature of ‘*convenientia*’.

3. *Libelli, libellario nomine and libellarii*

In the first decades of the ninth century in several parts of the kingdom of Italy, the scribes began to call leases either *libelli* or *livelli convenientie*.⁵⁶ A typical term, such as

51 The promise was incorporated into the penalty clause. E.g. “*si ego [lessor] seo meis heredis vos ... aliqua superflua vobis imponere quesierint, conponamus vobis solidos sexagintas...*” (CDA 64, Appendix 4 [5]) Cf. also Appendix 3 [3].

52 See Appendix 4 [3], [5]; 3 [3], [5].

53 See e.g. Appendix 4 [6] (“*uno tinore scripti*”) and CDA 68, 100 (“*pari et uno tinore scriptis/conscripti*”). Among the Amiata documents we have two surviving examples, where the leases were delivered not only to a lessor and but also to a lessee (CDA 86A/86A+, 120A/120A+). These cases show clearly that both texts are practically identical, apart from some, though not few in number, petty differences of spelling.

54 CDA 117 (a. 838): “*A vobis peto Tatjtjoni, ut mihi Ideprandu diaconus et monachus et prepositus ad parte Domini Salvatori monasterio monte Amiate id est omnes res ipsas...*” “*Nos quidem Tatjtjo, audientes petitiones tuas Ideprando diaconus et monachus et prepositus, dedit tibi suprascripta res...*”

55 *Documenti per la storia della città di Arezzo nel medio evo*, ed. U. Pasqui, Vol. 1, Florence 1899, n. 23.

56 In reality, in some places such as Lucca, the leases were not labeled as *libelli* but *cartolas* throughout the ninth century. But this does not alter the fact that the scribes of Lucca recognized the leases as *libelli*, as some dorsal notes, written by the same scribe of the text themselves on the recto, from 802 onwards, show (ChLA2 LXXII: Italy XLIV, pub. by C. Gattagrisi, Dietikon/Zürich 2002, nn. 13 (a. 802: “*livello da Rachulo et Agiprand germani*”), 32; ChLA2 LXXIII: Italy XLV, pub. by F. Magistrare, Dietikon/Zürich 2003, nn. 29, 33, 48 *et passim*).

libellario nomine or the like, was also attached to them.⁵⁷ In southern Tuscany leases obtained their own forms and stereotyped formulas also at the same time. These changes may represent the genesis of the contract called *libellus*.⁵⁸ I now return to the questions I posed at the beginning of this paper: why did the Italian scribes elaborate the documentary model of lease, standardizing and normalizing the formulas, precisely in the early ninth century? Why did they give the names *libelli* or *livelli convenientie* to leases?

There are a number of possible ways to answer the questions. First, the elaboration of formulaic language appropriate for a lease could reflect the increasing demands for writing this type of transaction. Wilhelm Kurze illustrated, through statistical research on the documents from the abbeys of Monte Amiata, Farfà and bishopric of Lucca, that a large part of the charters produced in the eighth century were those of sale, whereas from the beginning of the following century an increasing number of leases were drawn up, and before long they surpassed in number any other type of document.⁵⁹ During the Lombard period, when there was not much need for making lease charters, it was not very difficult for a scribe to produce one whenever such was required, without any point of reference. But once demand for these increased, he must have found it more practical to write the text of a document following a model. The local scribes, then, such as those of Chiusi and Tuscania, may well have made every effort to standardize the forms and formulas of the leases, though the results varied according to the region.

This does not explain sufficiently, however, the systemic use of terminology such as *libelli* and *libellario nomine* in many parts of the kingdom of Italy from the ninth century onwards. This fact leads us to think that the creation of a new documentary model was also a result of intervention by the Frankish court at Pavia over the documentation practices in *regnum Italiae*. François Bougard has stressed that, by means of both general capitularies and diplomas issued to individual churches and monasteries, the Carolingian sovereigns had made remarkable efforts to control the practices of property transfers from ecclesiastical institutions to laymen in the form of

57 See e.g. Andreoli, “Per una semantica storica dello ‘*ius libellarium*’” (n. 4 above), pp. 170–72; V. Fumagalli, “Le modificazioni politico-istituzionali in Italia sotto la dominazione carolingia”, in *Nascita dell’Europa ed Europa carolingia: un’equazione da verificare* (*Settimane*, 27), Spoleto 1981, pp. 293–317, esp. pp. 300–04. The notaries of Lombard-Carolingian Italy tend to use the term *libellario nomine*, though there is a certain regional difference. The notaries of Lucca, for instance, preferred the expression “*libellario ordine*” (*ChLA2* LXXIII 12 (a. 807), 21, 29, 47 *et passim*), whereas a scribe of Verona “*libellario tinore*” (*ChLA2* LIX: Italy XXXI, pub. by F. Santoni, Dietikon/Zürich 2001, n. 18 (a. 853); *ChLA2* LX: Italy XXXII, pub. by F. Santoni, Dietikon/Zürich 2002, n. 2).

58 Ghignoli, “Note intorno all’origine di uno ‘*ius libellarium*’” (n. 4 above), esp. pp. 443–44.

59 W. Kurze, “Lo storico e i fondi diplomatici medievali. Problemi di metodo-analisi storiche”, in Id., *Monasteri e nobiltà nel Senese e nella Toscana medievale. Studi diplomatici, archeologici, genealogici, giuridici e sociali*, Siena 1989, pp. 1–22. For similar considerations concerning private charters in general in the kingdom of Italy, see F. Bougard, “Transferts patrimoniaux en Italie centro-septentrionale (VIII^e–X^e siècle)”, *MEFRM*, 111/2 (1999), pp. 539–62, esp. pp. 539–46. See also A. Mailoux, “Modalités de constitution du patrimoine épiscopal de Luques, VIII^e–X^e siècle”, *MEFRM* 111/2 (1999), pp. 713–15.

exchange and lease.⁶⁰ On the other hand, the kings created the links with local scribes as one of the reforms of the Italian notarial system: a scribe, given consistently the title of *notarius* and connected with a local count/county, was to be nominated by a *missus*, the king's messenger, even if all that the *missi* did was in reality to ratify the election of the *notarius* made in the local community.⁶¹ Local scribes of the private charters were brought in this way under closer control of the central court at Pavia. Thus the interventions of the Carolingian kingship may well have involved also the formulas and terminology of the documents themselves, as took place in *placita* (documents recording court-cases) produced in Tuscany during the 810s and 820s.⁶²

However, the Carolingians did not invent the terminology, such as *libelli* or *libellario nomine*. Such terms were already known and used by the Lombard court at Pavia. The written texts that emanated from the Lombard royal chancery, namely, the Lombard laws and *praecepta* (royal charters), show this clearly: in a law of 727, for instance, King Liutprand prescribed on the legal responsibility of a landowner in the case of a homicide committed by the landowner's lease-holding tenant: "*liber homo in terra aliena resedens livellario nomine*" (a free man living in another man's house by way of *livello* contract);⁶³ in a *praeceptum* of 766 issued to the abbey of S. Salvatore in Brescia, Adelchi confirmed all charters (*omnes cartulas*) that the monastic house possessed: "*donationes, venditionem commutationes, obligationes atque libellos vel omne monimen, quod ad ipsum monasterium pertinet*".⁶⁴ This evidence proves that the Lombard kings regarded the *libelli* as an independent documentary type (lease), along with the *cartulae* of donation, sale and exchange etc., and took the practice of making *livello* contracts for granted, even if the local scribes actually never applied the terms (*libelli* and *libellario nomine*) to the charters.⁶⁵ But we can go further. We have shown that in the late Roman period the term "*libelli*" had the meaning of 'written petitions'; and Antonella Ghignoli has demonstrated that it did not yet signify 'lease charters' at least until the end of the seventh century.⁶⁶ Therefore, the Lombard royal chancery used the terminology, or rather reinterpreted it, keeping in mind the similarity between the documentation procedure of the Lombard '*convenientia*' and those of the Roman-

60 Bougard, "Transferts patrimoniaux".

61 Id., *La justice dans le Royaume d'Italie* (n. 32 above), pp. 65–69. The capitulary: MGH, Legum Sectio II, *Capitularia regum Francorum*, Vol. I, eds. A. Boretius and V. Krause, Hanover 1883, n. 40, c. 3 (a. 803), p. 115.

62 Bougard, *La justice dans le Royaume d'Italie*, pp. 124–27, 134–36.

63 "*Si quis homo, in terra aliena resedens livellario nomine, homicidium fecerit et fugam lapsus fuerit...*" (Liutprand, c. 92 in *Le leggi dei Longobardi*, p. 174=MGH, *Leges* 4, p. 145). A *praeceptum* of Adelchi delivered to the monastery of S. Salvatore in Brescia (766) also mentions the phrase (*Codice diplomatico longobardo*, ed. C. Brühl, III/1, Rome 1973, n. 37). The adjective *libellarius* was probably coined by Cassiodorus (c. 485–c. 580) from the substantive *libellus* (O. J. Zimmermann, *The Late Latin Vocabulary of the Variae of Cassiodorus*, Hildesheim 1967, p. 11; Ghignoli, "Note intorno all'origine di uno '*ius libellarium*'", pp. 431–35).

64 CDL III/1, n. 38. In the late Roman period, as I have mentioned above (see. p. 73 and n. 42 above), the word *libelli* had particularly the meaning of "documents" redacted in duplicate, used for petitions to the imperial or ecclesiastical authorities for different matters.

65 See e.g. Leicht, "*Libellario nomine*" (n. 4 above), pp. 107–08, 110–11; Schneider, *Die Reichsverwaltung in Toscana* (n. 36 above), p. 195, n. 2; Ghignoli, "Note intorno all'origine di uno '*ius libellarium*'", p. 445, n. 97.

66 Ghignoli, loc. cit.

Byzantine written petitions for lease (i.e. redaction of duplicate documents).⁶⁷

In addition, the Lombard royal court seems to have coined a noun “*libellarii*” or “*homines libellarii*” (lease-holding tenants) from the adjective “*libellario*”. In 787, not long after the conquest of the Lombard kingdom by the Franks, King Pipin, who governed the *regnum Langobardorum* with his father Charlemagne, issued at Pavia a capitulary, in which, after referring to a ‘custom’ (*consuetudo*) of excusing *homines libellarii* from certain public obligations held since the Lombard period, he ordered counts and their officials to keep to the practices and not to impose on these charter-holding tenants duties more than the amount which they had been obliged to fulfill traditionally.⁶⁸ After all, since the freemen owed public service such as military service, attendance at court, and maintenance of public buildings, in so far as they owned landed properties, a *libellarius* who had conceded all his property could expect to be exempt from at least a part of these public activities.⁶⁹ Here we can find one of the reasons why a free owner, like Bonulus of Chiusi in 765, sold to a more powerful landowner all his property and then rented it back for a light obligation (in his case, twelve-days-per-year labour service; see Appendix 2 [3]) in order to evade public service.⁷⁰

We now move on to the early ninth century. The leases of southern Tuscany in the early decades of the century were mainly of this type: a landowner sold all his lands to an abbot of the monastery of Monte Amiata or a lay landlord; several years later he leased them back and at the same time he owed labour service to his landlord.⁷¹ But there is a remarkable difference from the case of Bonulus. A large number of tenants in the early ninth century were then obliged to perform much heavier service than that owed by Bonulus: one week’s labour service every three to

67 King Rothari seems to have followed the traditional usage when he used the term *libellus* in the Edict of Rothari (a. 643): “*libellus scriptus, ubi rogatus fuisset praestandi*” (Rothari, c. 227, in *Le leggi dei Longobardi*, p. 66=MGH, *Leges* 4, p. 56). Therefore, it is highly possible that the renovation in the concept of the word *libelli* took place under the Lombard kingship between the late seventh and the early eighth century. Cf. Schneider, *Die Reichsverwaltung in Toscana*, p. 195, n. 2.

68 “*Stetit nobis de hominibus libellariis, ut nullus comis nec iuniores eorum eos amplius non distringant nec inquietent, nisi sicut a tempore Langobardorum eorum fuit consuetudo.*” (MGH, *Capitularia*, I, n. 94, c. 6, p. 199 = *I capitolari italici. Storia e diritto della dominazione in Italia*, eds. C. Azzara and P. Moro, Rome 1998, n. 6, c. 6, p. 66). King Pipin took care to respect various Lombard traditions in general. In this regard, see F. Manacorda, *Ricerche sugli inizi della dominazione dei Carolingi in Italia*, Rome 1968, pp. 55–61.

69 Liutprand, c. 83 (a. 726 in *Le leggi dei Longobardi*, p. 168=MGH, *Leges* 4, pp. 140–41); Aistulf, cc. 2, 3 (a. 750 in *Le leggi dei Longobardi*, p. 250=MGH, *Leges* 4, p. 196). See S. Gasparri, “Strutture militari e legami di dipendenza in Italia in età longobarda e carolingia”, *Rivista storica italiana*, 98/3 (1986), pp. 672–76.

70 CDA 15. In ninth-century southern Tuscany, this kind of corvée (labour service for several days a year) was called *opera*, thus distinguished from *angaria*, usually one week’s labour service every three or four weeks. See Y. Nishimura, “The transformation of documentation practices at the monastery of San Salvatore at Monte Amiata in the tenth and eleventh centuries: From ‘*livelli*’ to list of rents”, in *Genesis of Historical Text and Map: Text/Context 2* (Studies for the Integrated Text Science. The 10th International Colloquium, 17 Novembre 2006), ed. S. Sato, Nagoya 2007, p. 35, n. 31.

71 See, in particular, the case of three sons of Fausto, inhabitants of *bico Spiniucaprinu* (terr. Sovana): CDA 58 (sale, a. 806), 71 (lease, a. 811); and that of Iordanni and his sons in *bico Ulma* (Elmo, in terr. Sovana): CDA 38 (sale, a. 791), 56 (sale, a. 806), 81 (lease, a. 818).

four weeks. Indeed such a phenomenon was not limited to southern Tuscany: it was spread all over the kingdom. As has been argued by several historians, the Carolingian kingdom relied on the public responsibilities of small and medium free landowners, *exercitales* or *arimanni*, following the Lombard tradition. But under the dominion of the Franks an increasing number of free owners were at risk from the oppression of large landowners, especially bishops, abbots, and royal agents such as counts, and some were effectively driven into tenancy; others willingly entered into the clientele of an affluent landlord, conceding their lands.⁷² In this regard I have argued, on the basis of the Amiata documents, that both the monastery of S. Salvatore and lay landlords of southern Tuscany made the most of written leases in order to make free owner-cultivators their dependents, and to exercise coercive lordship over them: only freemen could make legal contracts by definition. In these contracts, lease had the form of ‘*convenientia*’, which embodied a legally equal relationship between the contracting parties. Thus, the use of lease encouraged ex-landowners to accept their heavy obligations.⁷³

Here a third possible suggestion arises to answer why the terms such as *libelli* and (particularly) *libellario nomine* were introduced into the text of the leases. It may have been a strategy of landlords who wished to extend their lordship over free owners. When Liutprand used the phrase *libellario nomine* in his legislation of 727, he seems to have taken into account lease-holding tenants who were only required to perform symbolic duties, but not heavy labour service.⁷⁴ In early medieval Italy, on the other hand, labour service (*angaria*) was seen as part of rural subjection, whereas rent in money or in kind (*pensio*) indicated the payer’s socially higher status.⁷⁵ Therefore, the

72 See e.g. Fumagalli, “Le modificazioni politico-istituzionali” (n. 57 above); C. Wickham, *Early Medieval Italy. Central Power and Local Society 400–1000*, London 1981, pp. 107–09, 135–39; B. Andreolli and M. Montanari, *L’azienda curtense in Italia. Proprietà della terra e lavoro contadino nei secoli VIII e XI*, Bologna 1983, esp. pp. 69–98; Panero, “Servi, coltivatori dipendenti” (n. 32 above), pp. 563–68; P. Delogu, “Lombard and Carolingian Italy”, in *The New Cambridge Medieval History, II: c. 700–c. 900*, ed. R. McKitterick, Cambridge 1995, pp. 308–09. For *arimanni*, see the fundamental studies by G. Tabacco: *I liberi del re nell’Italia carolingia e post-carolingia*, Spoleto 1966; “Dai possessori dell’età carolingia agli esercitales dell’età longobarda”, *Studi medievali*, III^a Ser., 10 (1969), pp. 221–68. For a related case study see Y. Nishimura, “The ‘state colonization’ of the Lombards in southern Tuscany: A study based on an *inquisitio* of 715”, *Seiyoshigaku (=The Studies in Western History)*, 192 (1998), pp. 1–22 (in Japanese with English summary).

73 Y. Nishimura, “Written leases of lands in the southern Tuscany during the eighth and ninth centuries: On the decline of the free peasantry in Italy”, *Shirin (=Journal of History)*, 84 (2001), pp. 66–99 (in Japanese with English summary). See also Id., “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 “generali”. In memoria di Wilhelm Kurze. (Atti del convegno internazionale di studi: Siena–Abbadia San Salvatore, 6–7 giugno 2003)*, eds. M. Marrocchi and C. Prezzolini, Florence 2007, pp. 103–24; Id., “The transformation of documentation practices” (n. 70 above), p. 34.

74 See the interpretation by B. Andreolli of the legislation of Liutprand, 92 (“Per una semantica storica dello ‘*ius libellarium*’” (n. 4 above), pp. 169–70). Though, differing from Andreolli’s opinion, we do not have to limit the *libellarii* referred to in the legislation to intermediary-tenants, but may include among them tenants-cultivators who owed light obligations.

75 See e.g. B. Andreolli, “L’evoluzione dei patti colonici nella Toscana dei secoli VIII e X”, *Quaderni medievali*, 16 (1983), pp. 36, 39–40; C. Wickham, *Framing the Early Middle Ages. Europe and the Mediterranean, 400–800*, Oxford 2005, pp. 298–99; Nishimura, “The transformation of documentation practices”, pp. 35–36.

terminology *libellario nomine* must have had the connotation of the higher social status. Thus, in addition to the use of written contract and the choice of lease which had the form of ‘*convenientia*’, the expression *libellario nomine* specified in the text, would constitute one of the strategies by means of which a landlord convinced a free owner who was impoverished or wished to escape from public services, to concede his land and to perform *angaria* in exchange for protection by the former.

It is in this context that we are able to appreciate the intention of the Carolingians to exercise control over the practices of property transfers by means of written leases in the early ninth century. As I have mentioned above, the Carolingian court maintained the Lombard customs during the late eighth century in the case of *libellarii*. But in the early ninth century, when they were faced with, on the one hand, the consistent decline in numbers of free owners who were engaged in public service and, on the other, the rise in number of landlords who drove such owners into tenancy, thus increasingly depriving the State of the services that had earlier been performed by these ex-proprietors, the Carolingians changed this policy, so that they might maintain the relationship with freemen, whether direct or indirect. In a capitulary issued at Mantova in 813, about five years after that the words *libelli* and *libellario nomine* had begun to be used in the leases of southern Tuscany, King Bernard, son of Pipin, prohibited counts and local officials from forcing both those who had been lease-holding tenants for a long time and those who had recently become tenants (*libellarii antiqui vel illi noviter facti*), as well as unfree men (*servi*) and half-free men (*aldii*), from performing both public obligations and private services (*angaria vel servitio publico vel privato*). More precisely, the exemptions were to be applied only to the *libellarii* who had become the cultivators of ecclesiastical lands out of poverty or necessity, but not to those who “have cut themselves off from the *publicum* by fraud or evil device”. Moreover, Bernard assigned to the landlords the responsibility of making their *libellarii* perform some public duties.⁷⁶ In short, on the one hand the king prohibited free owners from conceding their lands willingly to evade public service; on the other hand, he imposed, via their lords, a part of the public obligations on *libellarii* who had sold their property out of poverty.

This legislation also shows us that the meaning of *libellarii* shifted ‘downward’, because the poor lease-holding tenants who had cultivated the lands of their lords primarily were also now considered as constituting the category called *libellarii*. This semantic change was accompanied with that of the locution “*libellario nomine*”. Bruno Andreolli argues that in the early ninth century, when an increasing number of lease-

76 “*Ut servi, aldiones, libellarii antiqui vel illi noviter facti, qui non pro fraude nec pro malo ingenio de publico se subtrahentes, sed pro sola paupertate et necessitate terram ecclesiae colunt vel colenda suscipiunt, non a comite vel a quolibet ministro illius ad ulla angaria seu servitio publico vel privato cogantur; sed quicquid ab eis iuste agendum est a patrono vel domino suo ordinandum est. . . .*” (MGH *Capitularia*, I, n. 93, c. 56, pp. 196–97 = *I capitolaria italici*, n. 16, c. 5, p. 90) The year of issue for this capitulary—MGH proposed 787—is now revised to 813: see Manacorda, *Ricerche sugli inizi della dominazione dei Carolingi* (n. 68 above), p. 137, Tabella II. For the clause, see Panero, “*Servi, coltivatori dipendenti*” (n. 32 above), pp. 558–60. Concerning private service, such as labour service, that local officials could demand legally from free men, see Gasparri, “*Strutture militari*” (n. 69 above), pp. 672–74.

holding tenants in the *regnum Italiae* was composed of tenant-cultivators, but not of intermediary-tenants, the phrase *libellario nomine* that defined the nature of the contract began to implicate a subjection to the lessor, i.e. landlord.⁷⁷ In this respect it is significant that the scribes of southern Tuscany seem to have been very careful in using the expression *libellario nomine* in the early decades of the ninth century. They used the phrase in nearly all leases to labour-givers (*angariales*), while they did not tend to use the term in the leases to rent-payers (*redditales*), or the leases to those who were required to perform public military service (*oste*) with their landlord (in this case an abbot of the monastery of Monte Amiata).⁷⁸ It is noteworthy that active participation in military service was considered to be an honorable form of freedom,⁷⁹ and that it was imposed here in place of rent in kind (*pensio*),⁸⁰ which in its turn indicated higher social status of its payer. Once a lease acquired its own name and peculiar expression, the terminology underwent semantic transformation concomitantly.

4. Conclusions

One of the features peculiar to ‘private charters’ redacted in Lombard Italy is the existence of an elastic and comprehensive ‘category’ of ‘*convenientia*,’ which may include different types of transaction, and is less structured and highly flexible in its forms and formulas. The characteristic of the ‘*convenientia*’ lies in a bilateralism of contract based on mutual agreements and promises. The contract of this type constitutes a legally equal relationship between the parties, and this relationship is embodied in a couple of penalty clauses, with signatures by both of them, and in the redaction of duplicate documents. In addition to exchange and compromise concerning dispute settlement and so on, lease was written in this form and was called in various ways in the eighth century, though the Lombard kings already had given to it a specific name: *libellus*. However, it is in the early Carolingian period, precisely in the first decades of the ninth century, that a lease gained its own structure and

77 Andreolli, “Per una semantica storica di uno ‘*ius libellarium*’” (n. 4 above).

78 Leases to cultivators who owed *angaria*, with the locution “*libellario nomine*” (from the year 808 to 825): *CDA* 64, 65, 68, 71, 73, 83, 97 [dorsal note]; those without it: *CDA* 81; leases to tenants who were required to pay *pensio*, with the phrase: *CDA* 82; those without it: *CDA* 75, 86, 98; a lease in which tenants owed military service: *CDA* 67 (“*ad laborandu, cultandu, meliorandu et ad salba nostra pensione perexorbendu per singulos quibusquem annis binu (sic!) anfora quattuor; in tale enim vero tinorem, si vos predecti germani vel filii vestris nobiscum vel cum posteris nostris in oste cum vestros caballu et vestitu veneritis, tunc in ipso predecto annos nobis nec ad posteris nostris nulla pensione dare debeatis, et quando in oste non andaveritis, tunc suprascripta pensione eos suprascripti germani vel filii filiorum vestrorum nobis suprascripto Sabbatino religioso abbatu vel ad posteris nostris perexorbere debeatis.*”). For some considerations concerning this last lease, see Gasparri, “Strutture militari”, pp. 701–04. We have another example where lease-holding tenants were required to perform military service, this time along with money-rent: *Regesto della chiesa cattedrale di Modena*, Vol. I, ed. E. P. Vicini, Rome 1931, n. 4 (a. 811). For the terms *angariales* and *redditales*, see B. Andreolli, “Contratti agrari e patti colonici nella Lucchesia dei secoli VIII e IX”, *Studi medievali*, III^a Ser., 19 (1978), pp. 128–34.

79 E.g. Delogu, “Lombard and Carolingian Italy” (n. 72 above), p. 290; Gasparri, “Strutture militari”, pp. 712–16.

80 *CDA* 67 (see n. 78 above).

formulas, and that the terminology peculiar to this type of document was specified in the text of the lease. As a result, the independent documentary model called *libellus* developed, though it maintained the fundamental features of ‘*convenientia*’.

We are able to assume several factors that contributed to the emergence of this model. After the conquest of the Lombard kingdom by the Franks, more and more free owners were driven into tenancy by the oppression of powerful landowners, whilst others entered voluntarily into the clientele of the latter. When local scribes, who were engaged in day-to-day documentation practices, were faced with the marked increase in the demands for writing leases, they found it more practical to use a model. The intervention of the Carolingian kings must have also urged the notaries to elaborate the new documentary model: the court wished to control the practices of property transfer by lease from ecclesiastical institutions to laymen.

However, the strategy of landlords, who made contract with tenants, seems to have played a decisive role in the emergence of *livello* contract. Both ecclesiastical and lay landlords made use of written leases as a weapon for extending their lordship over these free owners and make them perform *angaria*, a form of rural subjection, assigned as their dependents: they intentionally had scribes specify in the text of the lease the expression *libellario nomine*, the term suggesting a higher social status of the tenants. This resulted in a semantic shift of the phrase *libellario nomine* downward, because the phrase now came to indicate subjection to landlords. Therefore, the emergence of *livello* contract and term *libellario nomine* in the world of ‘private charters’ represented the weakening of the political, social and economic position of the free peasantry, who were the backbone of the Lombard-Carolingian state in Italy.⁸¹

81 In this paper I was not able to take into account an article by Antonella Ghignoli, “*Libellario nomine*: rileggendo i documenti pisani” (forthcoming in *Bullettino dell’Istituto storico italiano per il Medio Evo*), which investigated the origin of the *livello* contracts on the basis of the Pisa documents. See A. Ghignoli, “*Repromissionis pagina*. Pratiche di documentazione a Pisa nel secolo XI”, *Scrineum. Rivista*, 4 (2006–2007), p. 47, n. 26.

Appendix

1. CDA 2 (a. 735/36): lease of Chiusi

[1] + In nomine Domini.

[2] **Placuit adque convinet in[ter]** Tasulu centjnarius et Pertulu, qui Baruccio, ut resedire divea suprascriptu Baruccio in casa Tasulo in fundo Agelli, in tertjam pars de uncia una, et persolbat ei angaria tertjam septjmana, de vinea facta tertja mensura, de quod plantaveri quarta mensura, in Dei natale panis duo et parum pullis et in Pasca similiter et unum pecum si abueret; et quodcumque paraveri aut comparaveri, dum in ipsa casa sideri, in ipsius sit potestatem et illius revolbatur cuius et casa est.

[3] Si exinde exire volueris, cum tantum exeat quantum adduxet ipse aut fili eius. Et si cum Taso aut filiis eius menare volueris, exeat cum medietatem de omnem res movile.

[4] Quem viro **convenentja** ego Bonefatjus rogatus a partjbus **in duabus cartule uno tenure** scripsi.

[5] Regnante domnis nostris Liutprand et Helprand, anno vicisimo quarto et primo.

[6] Signum + manus Pertulo **promissuris**
Sign[um] + manus Laduini sculdahis testis
+ Ego Aluini me testi subscrisis
+ Ego Gidilapus testis

[7] + ... (the parchment was cut off here at a later time.)

2. CDA 15 (a. 765): lease of Chiusi

[1] + In nomine Domini. Regnantjbus dominis nostris Desiderio et Adelchis, filio eius, precellentissimis regibus, anno regni eorum Deo ausiliante nono et septimo, mense octubrio, indictione quarta.

[2] **Manifesta causa abeo ego** Bonulus, eo quod **venundavit** tibi Guntefrid omnis ris mea in casale Offine;

[3] et ego Guntefrid te supradicto Bonulus in ipsis ribus, quas mihi venundasti, **reconfirmavi**, ad duodecim operas, quod sunt dies duodecim manualis, et nihil tibi vel ad heredis tuis superponere **promitto**;

[4] in ea viro ratjone, ut, si ego Guntefrid vel heredis meis te supradicto Bonulus vel heredis tuis foris ipsis ribus expellere quesierimus, aut amplius superinponere festinaverimus, nisi ipsi duodecim dies, tunc exeat tu Bonule vel heredis tuis cum omnis ris muvilem de ipsa casa, et insuper **conponere promittimus** nus Guntefrid vel heredibus nostris tibi Bonulo vel ad heredis tuis solidos decem.

Similiter **repromitto adque spondeo** me ego Bonulus, ut si ego vel heredis meis foris ipsis ribus exire quesierimus, vel ipsis duodecim dies tibi Guntefrid vel ad heredis tuis persolvere noluerimus ad omnia quod tibi utilitas fuerint, tunc exeat ipsis filiis meis cum omnis ris muvilem de ipsa casa, et **conponere promitto** ego Bonulus vel heredis meis tibi Guntefrid vel ad heredis tuis solidos decem.

[5] Quem enim **promissionis nostre cartulam** Firmo notario **ex ambabus partibus** scribere rogavimus.

[6] Actum Clusio.

[7] Signum + manus Guntefrid **firmaturis et promissuris**

Signum + manus Bonulo **promissuris**

+ Ego Domnulinus testis

+ Ego Lamfrid testis

Signum + manus Landarini, filii quondam Grosso, testis

[8] + Ego qui supra Firmus notarius pos traditjone complevi et emisi.

[9] Dedit **uadia** Guntefrid Bonulo de solidis quattuor, et **fdiussore** posuet Firmus in presentja Landarini, Andreati, Babbulo, Iohannis clerici.

3. CDA 102 (a. 827): lease of Chiusi

[1] + In nomine Domini Dei et Salvatoris nostris Ihesu Christi. Imperante domni nostri Hludouuicus et Lotharius, filius eius, magni imperatori augusti, anno imperatori augusti anno imperii eorum quarto decimo et octavo, mense augusto, per indictione quinta.

[2] **Previdi ego** Audualdus abbas rector ex monasterio Domini Salvatoris sito monte Ammiate **confirmare te** Ferualdo, filio quondam Teudilapo, in casa et res de suprascripto monasterio in casale Agello, quem tu ipsi per cartula vinditionis dedisti, ideo: **tam in casis, curtis, ortis, vineis, terris, silvis, rivis et pascuis, cultis vel incultis, movilia et immovilia, omnia et in omnibus** suprascripta res legibus nobis pertinente in te Ferualdo **livellario nomine** confirmavi;

in ea convenentja, ut tam tu quam et tuis eredis ibidem firmiter **resedeatis et laboretis et usufruetis**, et nobis Audualdo abbati et ad meis successoris annue intra mense novembrio aducere et dare debeatis in suprascripto monasterio denario sex boni, qualis in die illa meliori percurrunt, ut **ipsa res melioretur ut non pegioretur**, et ad mandatis nostris veniatis, et iudicio nostro adimplatis intra territorio Clusino nam non amplius.

[3] Et si ego Audualdus abbas aut meis successoris tibi Ferualdo et ad tuis eredis amplius violento ordine superinposuerimus, aut expulsi fecerimus foris de suprascripta casa et res, tunc **conponamus** vobis **pena** numerum solidos quadraginta, et exeatis cum omne rem movile foris de suprascripta casa et res, **quia inter nobis taliter convenit**.

[4] Pro ideo **promitto** ego Ferualdus cum eredis meis vobis Audualdo abbati et ad tuis successoris in omnia suprascripta capitula permanere et adimplere, in sic quomodo super legitur, id est: suprascripta pensione annue intra suprascripto mense aducere et dare, sicut tu superius decrevisti;

4. CDA 64 (a. 808): lease of Tuscania

[1] + In nomine Domini. Inperantes domno nostro piissimo perpetuo et a Deo coronato domno nostro Carulo magnus inperatore, anno inperi eius in Dei nomine octavo, seo domno nostro Leoni summi pontificis et universali pape, in sagratissima beati Petri apostolorum principis sede anno tertzo decimo, mense iulius, indictione prima; feliciter.

[2] **A vobis peto** Erminpertos, filius quondam Ermirado, de vico sancti Martini Colomnate, **uti mihi** Grasoni, filius quondam Pertulo, de suprascripto vico, **locare ac prestare iubeatis libellario nomine** omnibus rebus illas, que tibi ego ante hos dies venundavit, qui est posita ipsis rebus in suprascripto vico seo casale Colomnate, quod est: **casa, curte, ortos, vineis, terrule culte et incultes, mobile vel immobile, omnia et in omnibus** quem ad suprascripta casa pertenet, una cum pumis et accesione suam vobis ex integro peto ad libellario nomine diebus vite mee seo filio meo Trasulo, quem vos propter merces anime vestre liberum demisisti.

Et promitto ego Graso tibi vel ad tuis heredis perexolberem angarias operas manolis per singolis annis per mense uno ebdomata unam hubi vobis oportum fuerint hic in finibus Tuschanensis et amplius non superponatur, **ita ut ad nos melioretur ipsis rebus nam non pegioretur**.

Et si Trasulu, filiu meu, bolueri resedere in ipsis rebus ad suprascriptu ordinum, habeat licentzam, et si noluerit, tolla medietatem mobilibus rebus et vadat hubi boluerint.

[3] Et si ego Graso de ipsis rebus exire boluerint, aut inpegioratas fuerint, vel ipsas angarias, sicut promisit, vobis vel ad tuis heredis non fecerimus, **conponere** vobis **promitto** solidos segagintas, et rebus mobilibus devidamus per medium.

[4] **Et ego** quidem Erminpertus **audientes petitzones tuas dedit tibi** Grasoni ipsis iamdicti rebus in tale ratzone, sicut superius legitur, ad suprascripta angarias perexolbendum;

et si Trasulu, filius tuus, quem ego liberum demisit, in ipsis suprascripti rebus resedere boluerint ad suprascripta angarias perexolbendum, habeat licentzam, et si noluerint, tolla medietatem mobilibus rebus et vadat hubi boluerint.

- [5] et si omnia ea que supra legitur non persolserimus et non adimpleverimus, vel si ipsis rebus reliquerimus, tunc **conponamus** nos et meis eredis vobis Audualdo abbati et ad tuis successoris similis **pena** id est solidos quadraginta, et promitto me exire de suprascripta casa et res vacuum et inanum, **quia inter nobis taliter convenit.**
- [6] Unde **duobus livelli convenentje nostre** Boni notarius scribere rogavimus.
- [7] Actu Clusio.
- [8] + Ego Audualdus abbas in hunc **libellu** a me factu manu mea subscripsi
 Signu + manu suprascripto Ferualdo **promissori**
 + Ego Barbencius testi subscripsi
 + Ego Anseramu me testi subscripsi
 + Ego Petrus testi subscripsi
 + Ego Ardimannu testi subscripsi
- [9] + Ego Boni notarius pos tradita conplevi.
- [5] Et si ego Erminpertus seo meis heredis vos de ipsis rebus foras menare presumerint, aut aliqua superflua vobis inponere quesierint, **conponamus** vobis solidos sexagintas, et rebus mobilibus devidatis per medium.
- [6] Unde **sic placuit hec petitjo nostra, duo libelli** uno tinore scripti sunt et a nobis vel ad testibus roboratos, nobis invicem tradedimus et spopondedimus.
- [7] Actum i[n] cagio Flabianus, mense et indictione suprascripta; feliciter.
- [8] Signum + manus Grasoni, qui hanc **cartulam libelli** fierit rogavit
 Signum + manus Pharagoni de Abianis viri devoti teste
 Signum + manus Ermifredo, filius quondam Grasoni, viri devoti teste
 Signum + manus Adolmi de ipso Abianis viri devoti teste
 Signum + manus Gensoveni de Paterno viri devoti teste
 Signum + manus Aduini, filius quondam Uualpertos, teste
- [9] + Ego Occini presbiter et notarius rogatus ad suprascripti scripsi, post tradita conplibi et dedit.