

A. J. KOSTO\*

THE «CONVENIENTIAE» OF THE CATALAN COUNTS IN THE ELEVENTH CENTURY: A DIPLOMATIC AND HISTORICAL ANALYSIS\*\*

Pierre Bonnassie's identification of the significance of the *convenientia* is among the most important of his many contributions to our understanding of the Catalan counties in the eleventh century. Following on the pioneering study of Paul Ourliac, Bonnassie established a typology of the «feudal convention» and fit the chronology of the *convenientia* into his picture of a transformation of structures of power. The rise of the *convenientia* from c. 1020 mirrors the decline of records of public judicial processes, neatly illustrating the narrative of a crisis of public order.<sup>1</sup> These studies, still fundamental, omitted a thorough diplomatic study of the evidence. The present article, an attempt to fill that gap, shows that such an approach bears fruit. Similarly, widening the scope of the inquiry beyond the «feu-

\* Department of History, Columbia University (1180 Amsterdam Ave., New York, NY 10027, USA).

\*\* An earlier version of this study appeared in my unpublished dissertation, «Making and Keeping Agreements in Medieval Catalonia, 1000-1200» (Ph.D. diss., Harvard University, 1996), pp. 150-90. I would like to thank my advisor, Thomas N. Bisson, as well as Professors Michael McCormick and Charles Donahue, for their comments and assistance. The following abbreviations have been used in the notes: ACA: Barcelona, Arxiu de la Corona d'Aragó. BC: Barcelona, Biblioteca de Catalunya (Arxiu). LFM: *Liber feudorum maior: Cartulario real que se conserva en el Archivo de la Corona de Aragón*, ed. Francisco Miquel Rosell, 2 vols, Textos i estudis de la Corona de Aragón 1-2 (Barcelona, 1945-47). References are to document rather than page number. RBorrell (RBI / BRII / RBII / RBIII / ALI / Extra.; sd / dup.): ACA, Cancelleria, Pergamins, Ramon Borrell (Ramon Berenguer I / Berenguer Ramon I / Ramon Berenguer II / Ramon Berenguer III / Alfons I / Extraintentari; sense data / duplicat). The dating of documents throughout is based on the June 24 regnal year (see Anscari M. Mundó, «El concili de Tarragona de 1180: Dels anys dels reis francs als de l'incarnació», *Analecta Sacra Tarraconensia* 67:1 (1994), xxiii-xliii).

1. Pierre Bonnassie, «Les conventions féodales dans la Catalogne du XI<sup>e</sup> siècle», *Annales du Midi* 80 (1968), pp. 529-61 [*Les structures de l'Aquitaine, du Languedoc et de l'Espagne au premier âge féodal*, Colloque international, Toulouse, 28-31 mars 1968 (Paris, 1969), pp. 187-219; «Feudal Conventions in Eleventh-Century Catalonia», in *From Slavery to Feudalism in South-Western Europe*, trans. Jean Birrell (Cambridge, 1991), pp. 170-94]; *La Catalogne du milieu du X<sup>e</sup> à la fin du XI<sup>e</sup> siècle: Croissance et mutations d'une société*, 2 vols, Publications de l'Université de Toulouse-Le Mirail, ser. A, 23, 29 (Toulouse, 1975-76), 2:566-69, 736-39; Paul Ourliac, «La *convenientia*», in *Études d'histoire du droit offertes à Pierre Petot* (Paris, 1959), pp. 413-22 [*Études d'histoire du droit médiéval* (Paris, 1979), pp. 243-52]. J. E. Ruiz-Domènec has also made important contributions to the topic (*L'estructura feudal: Sistema de parentiu i teoria de l'aliança en la societat catalana (c. 980-c. 1220)* (Barcelona, 1985), pp. 79ff. Josi Mas Martínez, «Las conveniencias condales de Ramon Berenguer I, 1040-1076», (Tesi de llicenciatura, Universitat Autònoma de Barcelona, 1983), which I consulted only briefly, is based primarily on published material.

dal» conventions to which Bonnassie limited his observations only adds support to arguments for the importance of this highly flexible form of written agreement in Catalan society.

The trickle of *convenientiae* that began in the 1020s and continued through the 1040s became a flood from 1050 on. Fewer than fifty survive from the first half of the eleventh century; over six hundred are preserved from the second half. Counts, viscounts, bishops, abbots, clerks, and castellans from every county all took advantage of the new form to record their agreements. Approximately half of these documents, however, are comital *convenientiae*. This does not correspond to patterns of documentary survival, since the extant comital archives are dwarfed by the combined ecclesiastical holdings for the same period. In the second half of the eleventh century, the *convenientia* was above all an instrument of the counts.

The largest sets of *convenientiae* susceptible to study as a group are those involving the counts of Barcelona and Pallars Jussà. Close diplomatic analysis of the documents from Barcelona shows how the language, formulas, and patterns of use of the *convenientia* reflected and informed the structures of power in the county of Barcelona. A comparison with the charters of Pallars Jussà, the only comparable collection of comital conventions, suggests differing conceptions of power in that county. The evidence from the rest of Catalonia in the remainder of the eleventh century is too scant to sustain such conclusions, but can be used to show at once the geography and chronology of the diffusion of the *convenientia*.

## I. THE *CONVENIENTIAE* OF RAMON BERENGUER I, COUNT OF BARCELONA (1035-76)

### A. DIPLOMATIC

A proper diplomatic analysis of the seventy-one *convenientiae* involving Ramon Berenguer I is difficult for several reasons. First, they are not entirely homogeneous in form. The preparation of documents involving the count was not yet sufficiently regularized that we may conceive of an institution scrupulously adhering to particular rules and models. There is evidence that a dedicated comital chancery was developing in the eleventh century.<sup>2</sup> On the other hand, although scribes often subscribed documents that they prepared for the count, few names are repeated, and a distinction between scribes working for the count and those associated with the chanceries of ecclesiastical institutions is difficult to establish. In the particular case of the *convenientiae*, it is often hard to confirm whether they

2. Bonnassie, *La Catalogne*, 1:169; Josep Trenchs, «La escribanía de Ramón Berenguer III (1097-1131): Datos para su estudio», *Saitabi* 20 (1981), pp. 11-36 at 12-16.

Table 1. *Convenientiae* of Ramon Berenguer I of Barcelona

Date	Original	Printed	Other Party	Type	Title	Content	1	2	3	4	5	6
1044 Jul 10	RBI 080	LFM 148	Ramon Mir d'Ostoles	fiscal	B	U	1					2
1043x44	RBI sd 12		Ermengol III c/ Urgell	treaty	B	U	1					
1043x44	RBI sd 1		Ermengol III c/ Urgell	treaty	B	(U)	1					
1044 circa	RBI sd 3		Gulielm eps/ Barcelona	promise	B	U	1b					
1048 Oct 4	RBI 99		Mir Sunello	fiscal	B	B	1b	x	x	4	x	1
1049 Feb 7	RBI 101	LFM 433	Hug Guillem	comenda	B	B	4b	x	x			1
1050 Mar 1	RBI 107		Andreas, ab/ Sant Cugat	comenda	B	B	1	x	x			2
1050 Jun 9	RBI 110		Sanc c/ Barcelona	promise	B	U	1					1
1050 Nov 5	BC 4143		Amal Mir de Tost	comenda	B	B	1			1		1
1039x50	RBI sd 207	Corredora, <i>El archivo de Ager</i> (as n. 139), no. 3 Bolanill y Mascaró, <i>Los condes</i> (as n. 98), 2:17	Berenguer vo/ Narbonne	comenda	B	B	1					
1051 Mar 10		<i>Cartoral, dit de Carlemany</i> (as n. 5), no. 109	Pere, eps/ Girona	(comenda)	B	B	3a	x	x			2
1051 Nov 20	RBI 120		Ermengol III c/ Urgell	treaty	B	B	1	x	x	19		1
1052 Mar 16	RBI 122		Guillem Saniofré, Berenguer	promise	B	U	4a					1
1053 Feb 15	RBI 147		Alemany Hug de Cervelló	promise	B	B	1					1
1053 Nov 5	RBI 143	LFM 278	Alemany Hug de Cervelló	treaty	B	B	1	x	x	6	x	1
1054 Mar 25	RBI 149	LFM 251	Amal Pere	comenda	B	B	1	x		3*	x	2
1054 Sep 11	RBI 154		Guillem II c/ Besalú	oath (gen)	B	U	1d				x	1
1054 circa	RBI sd 11		Guillem II c/ Besalú	treaty	B	B	1c					
1055 Mar 21	RBI 162		Bernat Tedmar	oath (mon)	B	B	1					1
1055 Sep 5	RBI 174	Pladevall, "Els senescals," ap. 1	Ramon Mir d'Acuña	comenda	B	B	1		x	3		2
1056 Mar 29	RBI 182	Botet i Sisó, <i>Les monedes catalanes</i> , vol. 1, ap. 4 Noticias históricas (as n. 49), vol. 15, no. 2195 Pladevall, "Els senescals," ap. 2	Marcús, Bonfill Fredal	fiscal	B	B	6		x	4	x	1
1057 Oct 4	RBI 210		Guillem II c/ Besalú	oath (gen)	B	U	1b		x			2
1057 Dec 17	RBI 214		Ramon Mir d'Acuña	comenda	B	B	1			5		2
(1058 Jan 27)	RBI sd 44		Artal Mir c/ Pallars Sobirà	promise	U	(U)	2					
1058 Feb 5	RBI 218	LFM 171	Ricard Altemir	comenda	B	B	1	x	x	3		2
1058 May 26	RBI 225	LFM 296	Udalard Bernat	comenda	U	B	2		x	14	x	2
1058 Jul 1	RBI 239		Mir Geribert, Guilla, sons	promise	U	U	2d		x		x	2
1058 Sep 5	RBI 230		Ermengol III c/ Urgell	treaty	B	B	1	x	x	10	x	1
1058 Nov 26	RBI 231		Ramon c/ Cerdanya	treaty	B	B	1a	x	x			1
1058 circa	RBI 228	Botet i Sisó, <i>Les monedes catalanes</i> , vol. 1, ap. 5	Marcús, Bonfill	fiscal	B	B	3b	x	x			
1060 Apr 14	RBI 253.2	LFM 420	Ramon Mir d'Acuña	comenda	U	(U)	2a		x	6		2
1060 Oct 18	RBI 261		Ramon Ramon	oath (gen)	U	U	2		x	3		2
1061 Sept 10	RBI 268		Ponç Guerau vo/ Girona	promise	U	(U)	2		x	8*		2
1061 Oct 28	RBI 269		Gaufré Bastó	oath (spec)	U	U	2b		x	5		2
1062 Apr 25	RBI 273*	LFM 472	Dalmau Bernat	oath (spec)	U	B	2b		x	6		2
1062 Jul 5	RBI 298	LFM 175	Bernat Riculf, Mir Riculf	comenda	B	B	1		x	8		1
1062 Jul 25	RBI 299		Ermengol III c/ Urgell	treaty	U	(B)	2c		x	18		2
1062 Aug 8	RBI 279		Ramon Bernat de Castellet	oath (gen)	U	U	2c		x	4		2
1062 Aug 10	RBI 280		Geribert Guitard	oath (spec)	U	U	2		x	5		2
1062 Oct 1	RBI 287	LFM 288	Guerau Alemany de Cervelló	oath (spec)	U	U	2		x	6		2

Key to Table: 1. title type (Table 2) 2. comital subscription 3. other party subscription 4. witnesses (number, \* = visores/auditores)  
5. scribal subscription 6. dating clause (1: *Actum est hoc*, etc.; 2: *Facta est convenientia*, etc.) U: unbalanced; B: balanced

Table 1. *Convenientiae* of Ramon Berenguer I of Barcelona

Date	Original	Printed	Other Party	Type	Title	Content	1	2	3	4	5	6
1063 Jan 29	RBI 292	LFM 337	Udalard Bernat vcl Barça	comenda	U	B	2		x	4	x	2
1064 Feb 5		LFM 40	Gerbert Mir	comenda	B	B	3b		x			1
1064 Jul 13	RBI 328		Bernat Guanaigod	oath (gen)	U	U	2		x	2	x	1
1065 Apr 29	RBI 320	LFM 451	Bernat Ramon	comenda	U	B	2c		x	8	x	2
1065 Apr 29	RBI 321.1	LFM 485	Gaufre Bastó	oath (spec)	B	U	1		x	4		1
1065 May 4		LFM 179	Bernat Dalmau de C'tollit	oath (gen)	U	U	2		x			2
1065 Aug 1	RBI 358		Bernat Amat	fiscal	U	B	2	x	x	6		2
1065 Aug 7	RBI 331	LFM 421	Ramon Guadañal	promise	U	(U)	2		x	7	x	1
1065 Nov 12	RBI 337		Guerau Alemany de Cervelló	oath (gen)	B	U	1					2
1065 Nov 23	RBI 338		Bernat Isarn	oath (gen)	U	U	2		x	3		2
1066 Jun 10	RBI sd 6	LFM 422	Guillem Bernat de Queralt	promise	U	U	2					
1066 Jul 29		LFM 151	Arnau Mir de Tost	comenda	B	B	1	x	x	8	x	1
1066 Sep 22	RBI 361		Berenguer, Bonfill, David	fiscal	U	B	2	x	x			2
1067 Feb 24	RBI 373	LFM 282	Ramon Guifré de Vilamur	comenda	B	B	1		x	9		1
1067 Apr 15	RBI 376	LFM 232	Guillem Bernat d'Odena	comenda	B	B	1			7		1
1067 Nov 8	RBI 388	LFM 234	Rodlan Guillem de Voltrera	oath (mon)	U	B	2		x	3	x	1
1067 Nov 9	RBI 387		Pera Dalmau de Berguedà	oath (mon)	U	B	2		x			1
1068 Jul 20	RBI 419	LFM 174	Mir Riculf	comenda	B	B	1			6	x	1
1068 Nov 7	RBI 407		Guillem Ramon de Calleses	oath (gen)	U	U	2		x	1		1
1068 circa		LFM 816	Ramon Bernat vcl Narbonne	treaty	B	B	1			-		
1070 Jun 27	ALI 275.2	LFM 821	Ramon Bernat vcl Narbonne	promise	U	(U)	2					1
1070 Jul 26	RBI 434		Arbert Landri, Guillem Falc.	fiscal	(U)	(U)	5		x			1
1071 Jul 7	RBI 445	LFM 275	Oliver Bernat	comenda	B	B	1		x	8	x	2
1071 Jul 31	OM 5:41		Bernat Isarn	comenda	B	B	1		x	5	x	2
1052x71	RBI sd 4		Mir Riculf	oath (spec)	U	(U)	2					
1052x71	RBI sd 7		homines of Bernat Guillem	oath (spec)	U	U	2					
1052x71	RBI sd 10		Ramon Bernat de Portela	oath (mon)	B	B	1		x	2		
1052x71	RBI sd 14	Bonnassie, "Les conventions" (as n. 1), ap. 3	Berenguer Riculf	oath (mon)	B	B	1					
1067x71	RBI sd 9		Guillem Umbert	oath (mon)	U	B	2		x	6		
1072 Mar 24	RBI 443	LFM 364	Berenguer Guitard	oath (gen)	U	(U)	2		x	5		1
1066x76	Extra 4726		Ermengol IV of Urgell	promise	B	(U)	1					

## Additional abbreviations:

Diplomatari de Banyoles = *Diplomatari de Banyoles*, ed. Lluís G. Constans i Serrats, 6 vols to date (Banyoles, 1985-)Pladevall, "Els senescals" = Antoni Pladevall i Font, "Els senescals dels comtes de Barcelona durant el segle XI," *Anuario de estudios medievales* 3 (1966), 111-30Botet i Sisó, *Les monedes catalanes* = Joaquim Botet i Sisó, *Les monedes catalanes: Estudi y descripció de les monedes carolingies, comtals, senyorials, reials y locals propies de Catalunya*. 3 vols. Barcelona, 1908-11.

OM = ACA, Ordes Militars

Key to Table: 1. title type (Table 2) 2: comital subscription 3: other party subscription 4: witnesses (number, \* = visores/auditores)  
5. scribal subscription 6: dating clause (1: *Actum est hoc*, etc.; 2: *Facta est convenientia*, etc.) U: unbalanced; B: balanced

were generated by the personnel of the count or by the scribes of his partners in the agreements. Furthermore, while the formulas recorded in the tenth-century formula-book from Ripoll found widespread use, there was no formula for the *convenientia*.<sup>3</sup>

Second, they are not homogeneous in content. *Convenientiae* were used to record such a wide variety of transactions that finding two exactly alike except for personal and place names is a rare event. Third, the clauses of the typical agreement fit uncomfortably into the classical schemata for diplomatic analysis, developed primarily on the basis of papal and imperial documents. How, for example, should the opening phrase «Hec est convenientia» be classified? Are *convenientiae* «charters» (*cartae*) or «notices» (*notitiae*)?<sup>4</sup> Despite these obstacles, however, there is sufficient regularity in some parts of the documents to reward a close study. This section focuses on external characteristics and the elements of the protocol and eschatocol (opening and closing formulas); formulas tied more closely to substance will be considered in the following section.

### 1. support, script, and layout

Almost all of the seventy-one conventions related to Ramon Berenguer I survive as originals or contemporary copies.<sup>5</sup> The scripts are variations of the Visigothic-influenced caroline minuscule of the region called *escritura condal*. There is a noticeable shift over the course of the reign from the very round hands of the tenth and early eleventh centuries toward the more angular script of the late eleventh and twelfth centuries. The only regular decoration is an

3. Michel Zimmermann, «Un formulaire du X<sup>ème</sup> siècle conservé à Ripoll,» *Faventia* 4 (1982), pp. 25-86.

4. The only systematic diplomatic analyses of documents from this region before 1100 are those of Frederic Udina Martorell (*El archivo condal de Barcelona en los siglos IX-X*, Publicaciones de la Sección de Barcelona 15, Escuela de estudios medievales, Textos, 18 (Barcelona, 1951), pp. 27-43) and José Rius Serra (*Cartulario de «Sant Cugat» del Vallès*, 3 vols (Barcelona, 1945-47), 1:1-lix, 2:xiii-xv). Josep Trenchs Odena and Antoni M. Aragó Cabañas have in recent years done extensive work on the chanceries of the counts of Barcelona from Ramon Berenguer III on, but only on specific topics from before that date. Michel Zimmermann's work (e.g., below, nn. 8, 64, and 67) could form the basis for such an analysis of material from 900-1100, but it has yet to be synthesized and focuses more on the cultural import of formulas than their diplomatic characteristics.

5. Exceptions: two twelfth-century copies (RBI 321.1, ALI 275.2), one document from the episcopal cartulary of Girona (*Cartoral, dit de Carlemany, del bisbe de Girona* (s. IX-XIV), ed. Josep Maria Marquès, 2 vols, Col·lecció diplomataris 1-2 (Barcelona, 1993), no. 109), and four documents preserved only the LFM (LFM 40, 151, 179, 816). Thirty-three of the documents are included in this latter cartulary. References to these documents throughout this section will be to the parchment originals when they exist, and to the printed editions when no original is known. For other printed versions, see Table 1.

enlarged initial *H*, capital or minuscule, in the opening phrase («*Hec est convenientia*»)<sup>6</sup> This *H* occasionally receives slight elaboration, such as a knob in the crossbar.<sup>7</sup> The texts are inscribed on pieces of parchment of varying size (from as small as 11.5x13 cm to as large as 30x70 cm) and often irregular shape. Most are prepared in a transverse style (script parallel to the short sides); this vertical layout is uncommon among the parchments of the counts of Barcelona, as well as among originals of this era from the other Catalan counties.

## 2. *invocatio*<sup>8</sup>

Of the seventy-one documents in the sample, only five (7 percent) include a verbal invocation, a brief phrase invoking the support of the deity for the act. Two begin with the formula «*In nomine Domini*,»<sup>9</sup> two with «*In Christi nomine*,»<sup>10</sup> and one with «*In Dei nomine*,»<sup>11</sup> Comparison of these documents does not reveal any pattern: they are dispersed in time (1039/50-1060), involve five separate individuals, and address different subjects in different regions. What is most interesting, then, is the absence of an *invocatio* from most of these documents. In contrast, for example, of the eighty-four documents in the *Liber feudorum maior* from the period of Ramon Berenguer I's reign involving the count or the countesses Ermessenda and Almodis that are neither conventions nor oaths, only seven (8 percent) *do not* include a verbal invocation. Three of these are testaments, another class of documents that habitually lack invocations.<sup>12</sup> Two are grants of hostages or pledges for agreements, in one case explicitly to guarantee a separate *convenientia*; another records the commendation of a castle, a frequent subject of conventions.<sup>13</sup> The remaining document, a quitclaim, is also closely linked to a separate convention and oath.<sup>14</sup> The *invocatio* is absent even in cases where a document associated with the convention-written on the same or the following day by the same scribe and concerning the same subject-includes this element.<sup>15</sup> This

6. E.g., RBI 174, 225, 239.

7. E.g., RBI 287, 292.

8. On this see Michel Zimmermann, «Protocoles et préambules dans les documents catalans du X<sup>e</sup> au XII<sup>e</sup> siècle: Évolution diplomatique et signification spirituelle,» *Mélanges de la Casa de Velázquez* 10 (1974), pp. 41-76 and 11 (1975), pp. 51-79, here at 10 (1974), pp. 46-50.

9. RBI 230, sd 207.

10. RBI 218, 253.

11. BC 4143.

12. RBI 22, 96 [LFM 491, 431]; LFM 490.

13. RBI 241, 266, sd 2 [LFM 301, 173, 147].

14. RBI 353 [LFM 423]. Cf. RBI sd 6, sd 89 [LFM 422, 424]; see Albert Benet i Clarà, *La família Gurb-Queralt (956-1276): Senyors de Sallent, Oló, Avinyó, Gurb, Manlleu, Voltregà, Queralt i Santa Coloma de Queralt* (Sallent, 1993), pp. 117-18.

characteristic of conventions is all the more puzzling because the scribes of comital documents were the most creative in the composition of invocations.<sup>16</sup> The absence of a formula from which to work is one possible explanation. Although very few of the texts in the formula-book of Ripoll mentioned above include an invocation, those that do—including the formulas for sale, donation, pledge, and grant of dower-account for a considerable portion of surviving transactions.<sup>17</sup> If this is in fact the reason for the lack of invocations in conventions, it calls into question the significance ascribed to this element when it does appear; the invocation, in other words, would be purely formulaic.<sup>18</sup>

### 3. title

The opening phrase «Hec est convenientia,» although the most striking, if not the defining element of the *convenientia*, defies the traditional categories of diplomatic. Many other documents from this region begin with a statement identifying the type of document or its content: «Hec est sacramentalis conditio»; «Hoc est donum»; «Haec sunt rancuras»; «He sunt querimonie»; «<H>ec est noticia»; «Hec est nomina.»<sup>19</sup> It is not an element of the standard protocol (*invocatio*, *intitulatio*,<sup>20</sup> *inscriptio*, *salutatio*), it does not fulfill the function of the opening parts of the text (*arenga*, *promulgatio*, *narratio*), and its lack of an active verb removes it from consideration as the portion of the document recording its principal juridical act, the *dispositio*. It seems to fit best, though, as a part of the proto-

15. RBI 101, 100 [LFM 432]: one day apart. RBI 239, 240 [LFM 295]: same date, different scribe. RBI 445, 444 [LFM 274]: five days apart, same scribe.

16. Zimmermann, «Protocoles,» 10 (1974), p. 49.

17. Zimmermann, «Un formulaire.» Those that include an invocation are: *Consecratio ecclesiae* (pp. 67-69), *Prologus de uindicione* (p. 76), *Prologus de donacione ecclesie* (pp. 76-77), *Prologus donacione* (p. 77), *Prologus subpignoratione* (p. 79), *Prologus de dotis* (p. 80-81), *Mandato pro inquirend(a) causa* (pp. 85-86).

18. Cf. Zimmermann, «Protocoles,» 10 (1974), pp. 46-50.

19. Examples: Eduard Junyent i Subirà, *Diplomatari i escrits literaris de l'abat i bisbe Oliba*, ed. Anscari M. Mundó, *Memòries de la Secció històrico-arqueològica* 44 (Barcelona, 1992), no. 139 (a. 1040); RBI 241 (a. 1058); Pelayo Negre Pastell, «Dos importantes documentos del Conde de Ampurias, Poncio I,» *Annals de l'Institut d'estudis gironins* 14 (1960), pp. 229-61 at 251-56 (a. 1040-74); RBI sd 32 (c. 1070); *Col·lecció diplomàtica de la Seu de Girona (817-1100)*, ed. Ramon Martí, *Col·lecció diplomàtica* 13 (Barcelona, 1997), no. 181 (c.a. 1020); Manuel Riu i Riu, «Diplomatari del monestir de Sant Llorenç de Morunys (971-1613),» *Urgellia* 4 (1981), pp. 187-259, ap. 7 (c.a. 1050) (= BC 4167).

20. Strictly speaking, the term *intitulatio* refers to the «title» of the «author» of the document, for example «Wilielmus Dei gratia sancte civitatis Iherusalem patriarcha» (LFM 11). Thus the «title» as defined here contains elements of the classic *intitulatio*, but the *intitulatio* could not contain the «title.»

col, if only because of its position; for lack of a standard term, it will be referred to in what follows as the «title.»<sup>21</sup> All but two of the documents in the sample begin with a title (Table 2).—

1. Hac/haec/hec est convenientia que facta est inter {alt: est facta inter} <sup>22</sup> ;	29
1a. Haec sunt convenientiae que faciunt inter se...:	1
1b. Hec est convenientia inter...:	3
1c. Hec est convenientia que fuit facta inter...:	1
1d. Hec sunt placita sive convenientie que fuerunt facta vel facte inter...:	1
2. Haec/hec est convenientia qui/quam/quem/que faci(un)t N. (ad) {alt: N. faci(un)t (ad)} <sup>23</sup> ;	22
2a. Hec est convenientia quam ego N. facio vobis...:	1
2b. Hec est convenientia quam facit et convenit N. (+dative):	2
2c. Hec est convenientia quam fecit N. ad...:	3
2d. Hee sunt convenientie que fecerunt N. ad...:	1
3a. Hec est convenientia quam faciunt N. cum {alt: N. faciunt cum} <sup>24</sup> ;	2
3b. Hec est convenientia quam feci ego N. cum te...:	1
4a. Sub istius convenientie modo et ordine:	1
4b. Sub ista convenientia...:	1
5. Convenit...:	1
6. [Other: (Date) sic dederunt...]:	1

Table 2. Titles of the *convenientiae* of Ramon Berenguer I (1035-76)

21. Angel Canellas Lopez identifies these phrases as a *notificación* or, more ambiguously, a *noticia-título* (*Diplomática Hispano-Visigoda*, Publicaciones de la Institución «Fernando el Católico» 730 (Zaragoza, 1979), p. 106). Pere Puig i Ustrell, following him, writes «La *notificatio* (*notificatio*, *promulgatio*, *publicatio*) és una fórmula breu que té sentit promulgariu, destinada en el futur a constituir l'encapçalament universal dels documents, i també pot expressar la naturalesa jurídica del document» (*Els pergamins documentals*, Col·lecció normativa arxivística 3 (Barcelona, 1995), p. 70). This seems to strain the traditional definition of the *notificatio*; the question needs further study in a broader Iberian and Mediterranean context. For slightly later examples from Aragon, see William C. Stalls, «The Written Word in the Aragonese Reconquista,» *Anuario de estudios medievales* 22 (1992), pp. 3-22 at 5-6.

22. (1): RBI 80, 107, 110, 120, 143, 147, 149, 162, 174, 214, 218, 230, 296, 321.1, 337, 373, 376, 419, 445, sd 1, sd 10, sd 12, sd 14, sd 207; Extra. 4726; ACA, Ordes militars 5:41; BC 4143; LFM 151, 816. (1a): RBI 231. (1b): RBI 99, 210, sd 3. (1c): RBI sd 11. (1d): RBI 154.

23. (2): RBI 225, 261, 268, 280, 287, 292, 328, 331, 338, 358, 361, 386, 387, 407, 443, sd 4, sd 6, sd 7, sd 9; RBIII sd 44; ALI 275.2; LFM 179. (2a): RBI 253.2. (2b): RBI 269; LFM 472. (2c): RBI 279, 299, 320. (2d): RBI 239.

24. (3a): *Cartoral, dit de Carlemany*, no. 109. (3b): RBI 228; LFM 40. (4a): RBI 122. (4b): RBI 101. (5): RBI 434. (6): RBI 182.



In only one case (1d) is *convenientia* combined with another typological description in the protocol, although this is more common in non-comital documents. The main split is between conventions presented as balanced agreements, made *between* (*inter*) the parties (Group 1), and those presented as unbalanced undertakings, made by one party *to* another (Group 2).<sup>25</sup> The formulas of the documents in Group 3 are also balanced, while those in Group 4 are more ambiguous. The documents of Groups 5 and 6 lack a title, beginning with a dating clause in one case, and the *dispositio* in the other.

A chronological analysis of these documents reveals a shift from the use of formulas in Group 1 to formulas in Group 2 in the middle years of the reign, that is, a shift from balanced to unbalanced (Table 1). The earliest document with an unbalanced formula dates from 1058, while twenty of the thirty-eight documents (52 percent) with balanced formulas were composed before that date.<sup>26</sup> If the four documents with balanced formulas composed in that year are added, the figure becomes twenty-four of the thirty-eight (63 percent). The stylistic change is quite rapid: the period 1059-66 includes at least eighteen of the twenty-nine unbalanced documents and only five of the balanced variety. Further evidence for this shift is provided by the documents from the remaining groups (4-6): three of the four documents predate the first unbalanced convention. This formal division does not correspond exactly to the similar division based on content to be examined below.

The title invariably includes the names of the parties to the agreement, and the naming of the counts in this position may be considered a variation on the classic *intitulatio*. The countesses are named alongside Ramon Berenguer in fifty-four of the seventy-one conventions; Almodis acts independently in one of them. The count is labeled in these documents everything from «Remundus gratia Dei Barchinonensis comes hac marchio» to simply «comes,» without even a proper name.<sup>27</sup> Most of the designations, however, are variations on the most common form, «domnus Remundus comes Barchinonensis,» with changes in word order and omission of at most one of the terms («domnus,» «Barchinonensis,» and in one ca-

25. The distinction between balanced and unbalanced might be more clearly expressed with the terms bilateral and unilateral, but these have connotations in contract law that are not directly at issue here.

26. RBIII sd 44 is the earliest document with an unbalanced formula. This document, a marriage agreement between Arnau Mir, count of Pallars, and Ramon Berenguer's sister-in-law Lucia, is undated, but it must have been composed at about the same time as the *titulus dotis* (RBI 217 [Agustín Coy y Cotonat, *Sort y comarca Noguera-Pallaresa* (Barcelona, 1906), p. 227]), which is dated 27 January 1058 (see Martin Aurell, *Les noces du comte: Mariage et pouvoir en Catalogne (785-1213)*, *Série histoire ancienne et médiévale* 32 (Paris, 1995), pp. 287ff). The figures in this section contain some other undated parchments, which can be usually be dated more closely by reference to one of the count's three wives.

27. RBI 231, 182.

se «comes»!). In the balanced formulas, the count's name almost always comes first.<sup>28</sup> The only peculiar fact about these *intitulationes* is the extreme rarity of a devotional formula («gratia Dei» or «divina gracia»), which appears only twice; similarly, a devotional formula («gratia Dei» or «nutu Dei») appears only three times in connection with the countess Almodis. In contrast, these formulas are found in roughly one-third of contemporary comital documentation.<sup>29</sup> This absence of a devotional formula is consonant with the absence of an invocation in most of these documents.<sup>30</sup> Other elements are similarly rare in the count's *intitulatio*: the count's cognomen, Berengarius (three times);<sup>31</sup> *marchio* (once);<sup>32</sup> and an identification of the count in this opening protocol as the lord (*senior*) of the other party (three times).<sup>33</sup>

In those documents with a self-contained title (Groups 1, 2, and 3), this element occasionally contains not only the names of the parties involved in the agreement, but also the subject, introduced in a prepositional phrase (*de, per, propter*), as in «Hec est convenientia que est facta... de ipsa parrochia de Villa Maiore.»<sup>34</sup> This highlights the similarity of the «title» both to dorsal notations found on documents and to rubrics found in cartularies and formula-books. These might have inspired or influenced the development of the title, although it is equally possible that the title influenced the development of notations and rubrics. Similarly, the use of the title might have arisen from an archival impulse, a desire to ease the storage and retrieval of the documents. Whatever the case, examination of the originals confirms that the titles are an integral part of the text of the document (*tenor*).<sup>35</sup>

28. Exceptions: RBI 337, sd 10, sd 11.

29. Count: RBI 228, 231. Countess: RBI 228, 328; LFM 40. In the sample of eighty-four LFM documents that are neither conventions nor oaths, a devotional formula appears in about one-third of the documents.

30. LFM 40 is the only document to contain both an invocation and a devotional formula.

31. RBI 122, 149; *Cartoral, dis de Carlemany*, no. 109. This is the same number as in the LFM sample, if five instances from the period 1071-76 are ignored (Could these refer to Ramon Berenguer II? Cf. LFM 820: «Raimundo, comiti Barcheone, et Almodi, comitis, coniugi tue, et filio vestro Raimundo Berengarii»).

32. RBI 231. In contrast, *marchio* appears in the *intitulationes* of ten of the eighty-four documents in the LFM sample.

33. RBI 253.2, 386, 387.

34. RBI 80. Cf. RBI 218, 253.2, 273, 331, 376, 419; LFM 40, 816.

35. Michael McCormick suggested some of these ideas to me. The only study of dorsal notations of which I am aware for Catalonia are the few pages devoted to the topic by Thomas N. Bisson (*The Fiscal Accounts of Catalonia under the Early Count-Kings (1151-1213)*, 2 vols (Berkeley-Los Angeles, 1984), 1:296-300), although his evidence is from the later twelfth century. In my experience, the title is distinguished from the usual form of the dorsal notation in Catalonia (although not from rubrics in cartularies) by the «Hec est.»

#### 4. *dating clauses*

All but fifteen of the documents are dated, and in every case dating is by the regnal year of the French king, as was standard for documents from this region until 1180.<sup>36</sup> Dating clauses that mention the type of document («Facta ista convenientia,» «Facta convenientia,» etc.) and those that do not («Actum est hoc,» «Scriptum est hoc») are found in roughly equal numbers. These styles go in and out of fashion over the course of the reign, with the former most common in the period 1054-63, and the latter in vogue from 1044-53 and again from 1067-72. The period of greatest use of the first style corresponds quite closely to the period in which use of the unbalanced formula in the title is most common.

#### 5. *subscriptions*

Only two-thirds (forty-eight, or 67 percent) of the conventions include the subscriptions of at least one of the parties involved in the agreement; these are almost never absent in other types of comital documents, with the exception of oaths. The conventions fall into two categories: those subscribed by both the count(s) and the other party to the agreement, and those subscribed only by the other party.<sup>37</sup> About two-thirds of these subscriptions are followed by a version of the *rogatio*: «qui hanc convenienciam feci firmavi et testes firmare rogavi.» It is usually readily apparent that the subject of this clause is the other party in an agreement with the count, although in a few cases it refers to the count himself or is ambiguous.<sup>38</sup> A slightly lesser number (55 percent) of the documents include the subscriptions of individuals other than the parties to the agreement. The usual number of such subscriptions, where they occur, is between three and six, although a few documents have ten or more.<sup>39</sup> Among the subscribers can be found individuals affected by the document, such as hostages, intermediate lords, and castellans. These are almost always not autograph signatures, but completion of the cross in the word *Sigñum* before the subscriber's name. The most fre-

36. In addition to the twelve documents from the undated series (sd), these include RBI 228, Extra. 4726, and LFM 816.

37. Both parties: RBI 99, 101, 107, 120, 143, 218, 228, 230, 231, 358, 361; *Cartoral, dit de Carlemany*, no. 109; LFM 151. Count alone: RBI 149. Other party alone: RBI 174, 182, 210, 214, 225, 239, 253.2, 261, 268, 269, 287, 279, 280, 292, 296, 299, 320, 321.1, 328, 338, 331, 373, 386, 387, 407, 434, 443, 445, sd 9, sd 10; ACA, Ordes militars 5:41; LFM 40, 179, 472.

38. RBI 101, 174, 182, 214, 253.2, 261, 269, 279, 280, 287, 320, 321.1, 328, 331, 338, 358, 361, 386, 407, 434, 443; ACA, Ordes militars 5:41; LFM 179, 472. Count(s): RBI 99, 149. Ambiguous: RBI 230; LFM 151.

39. E.g., RBI 120 (nineteen signatures), 225 (fourteen), 230 (eighteen), 299 (ten).

quent exceptions to this rule are the subscriptions of the count of Barcelona and his wives, which appear to be autographs in all but one case.<sup>40</sup> One document contains an autograph subscription in Hebrew.<sup>41</sup> A few documents, in addition to or in lieu of subscriptions, provide a list of individuals in whose presence the transaction occurred.<sup>42</sup>

### 6. *scribal subscription*

Nineteen of the documents in the sample (27 percent) indicate the name of the scribe. This, too, is an aberration from most comital diplomatic, although such subscriptions are even more rare in written oaths.<sup>43</sup> This is the most frustrating aspect of this documentation for the diplomatist, for it makes difficult a detailed study of scribal influence on the development of the *convenientia*. Only two names are repeated among these scribes: *Miro* and *Petrus*. The subscriptions of scribes named *Mir* take three forms: «S (*sign*) Miro presbiter(o)» (through 1058); «S (*sign*) Mironis presbiteri» (c. 1062-75); and «S (*sign*) Mironis sacer» (1063 and 1068); paleographical analysis suggests that many, if not all of these, represent the same individual.<sup>44</sup> Similarly, the name *Pere* appears in four forms: a «*Petrus diaconus*» (through 1066) and a «*Petrus presbiter*» (from 1068), who each habitually use the phrases «*scdulum largicionis*» and «*rogitus scripsit*», and might be the same individual at different stages in his ecclesiastical career;<sup>45</sup> another «*Petrus presbiter*»;<sup>46</sup> and a «*Petrus scriptor*».<sup>47</sup>

The general form of the scribal subscription is the one habitual in contemporary documentation: 1) some form of sign (usually a cross standing alone or embedded in the word *signum*), although this is frequently omitted; 2) the name of the scribe; 3) the status of the scribe (all but two of the subscriptions identify the scribes as clerics: *presbiter*, *sacer(dos)*, *levita*, *diaconus*, *subdiaconus*; two scribes identify themselves as such (*scriptor*, *levita et scriba*), while one is identified as a *sacer-*

40. RBI 149, although see the crosses at RBI 231 (following «*Remundus comes*») and RBI 99 and 107 (preceding «*Elisabeth comitissa*»).

41. RBI 182.

42. RBI 149, 154, 210, 268; LFM 816.

43. Seventy-one of the eighty-four documents from the LFM (84 percent) indicate the scribe.

44. «*Miro presbiter*»: RBI 99, 225, 239 (cf. LFM 381). «*Mironis presbiteri*»: RBI 292, 328 (cf. LFM 331, 287, 279...359, 363). «*Mironi(s) sacer*»: RBI 419 (cf. LFM 197).

45. «*Petrus diaconus*»: LFM 151 (cf. LFM 392, 281, 153, 152). «*Petrus presbiter*»: RBI 445 (cf. LFM 817, 818, 839, 823, 822, 274, 265, 311). RBI 386 refers to «*hanc convenientiam*» rather than «*hanc scdulum*», but includes the phrase «*rogitus scripsit*» and fits with the chronology.

46. RBI 154 (cf. LFM 393).

47. RBI 320 (not attested elsewhere in the LFM).

*dos et index*); 4) an affirmation that the scribe wrote the document («qui hec scripsit»), which may include the type of document («qui hanc convenientiam scripsit») or an indication that the scribe was requested to draw up the document («rogitus scripsit»); 5) notations of corrections (e.g., «cum litteris superpositis in linea ii»);<sup>48</sup> and 6) a reference to the date («die et anno quod supra»). The only thing to distinguish these subscriptions from those in other types of documents is the occasional identification of the document in the subscription as a *convenientia*. The most conspicuous fact about the scribal subscriptions to *convenientiae* is, once again, their absence. There is no discernible pattern in the few conventions that are signed; they are distributed fairly evenly among the group chronologically, and there is no apparent correlation with a particular region or type of agreement.

### 7. *chirographs*

To produce a chirograph, a scribe wrote two copies of an act on a single piece of parchment with a word, phrase, or alphabet (the *divisa*) running the length of the parchment between the copies; the parchment was then cut through the middle of the *divisa*. This served as a means of validation, since it was thus possible to verify that the two copies came from the same piece of parchment. Only two of the conventions show indications of being part of a chirograph. One is divided by an alphabet («ABCDEFGHIKLMNOPQRSTVXΘ») and the other by the phrase «HIC EST CONDICI[O] VERITATIS.»<sup>49</sup> The latter is part of a group of agreements and ancillary documents involving Ramon Berenguer I and Guillelm II of Besalú, several of which are parts of chirographs. From these documents, however, it is clear that the other half of the chirograph was not necessarily a copy; it may have been a related document. The absence of a *divisa* does not indicate that only one copy of a document was drawn up, however, for in a number of cases duplicate originals (or nearly contemporary copies) have survived. Some of these do appear to have been cut from the same piece of parchment, but they lack a means of verification.<sup>50</sup>

\* \* \*

48. See José Trenchs Òdena, «El escribano y la corrección de originales en documentos catalanes (siglos X-XI),» *Annals de l'Institut d'estudis gironins* 22 (1974-75), pp. 219-30.

49. RBI 143, 210. Francisco Monsalvargue y Fossas, *Noticias históricas*, 26 vols (Olot, 1889-1919), vol. 15, no. 2195 renders the latter «HIC EST CONDICIO VIGILANTIS.»

50. RBI 280, 292, 299, 445, sd 1.

In sum, the diplomatic analysis of the protocols and external characteristics of the *convenientiae* of Ramon Berenguer I shows that while there are recurring elements, on the whole these agreements are considerably less formal than most contemporary documents. They almost always lack an invocation, devotion formula, and scribal subscription, and dating clauses and subscriptions of the parties occur less frequently than in other types of records. This lack of formality is above all a reflection of the novelty of the *convenientia*; scribes had no models from which to work. This analysis also shows a significant shift occurring c. 1058, from a balanced to an unbalanced formula in the title, with a parallel change in the style of the dating clause. As will be shown below, this change corresponds to others, both in the documents themselves and in the regional structures of power.

## B. TYPOLOGY

A typology based on the content of the comital *convenientiae* is difficult to establish, especially at the highest levels of generality. The question of the balanced versus the unbalanced convention, which seems to show a pattern on the level of formula, is more complicated when applied to the substance of the agreements. One possible index is whether both or only one of the parties acts or is recorded as having acted in the documents, that is, is the subject of a verb in a main dispositive clause of the document. Using this criterion, the number of balanced and unbalanced conventions come out in almost exactly the same ratio as in the analysis based on formulas.<sup>51</sup> But while two-thirds of the documents correspond in substance to their formula, many documents with an unbalanced formula have both parties acting in the text, and several ostensibly balanced documents show only one actor.<sup>52</sup> This approach is further weakened by the fact that when only one party acts in a given document, there may be a *quid pro quo* hinted at in the language of the document itself or evident from another document. Thus the promises of Ramon Mir d'Acuta with respect to the tutelage (*bainulia*) of the young seneschal, Pere, were in response to the grant of that tutelage, which was recorded in a separate document.<sup>53</sup> The count's grant to his brother Sanç of several men and their lands, from a decade earlier, was almost certainly related to Sanç's renunciation of his patrimony in favor of his brother, recorded in a document dated the same day.<sup>54</sup> And a convention that contains a long list of promises

51. Twenty-nine of sixty-seven (43 percent) of formulas are unbalanced; thirty-one of seventy-one (43 percent) of contents are unbalanced.

52. Balanced formula/unbalanced content: e.g., RBI 80, 110, 154, 210, 321.1, sd 1, sd 3, sd 12; RBIII sd 44; Extra. 4726. Unbalanced formula/balanced content: e.g., RBI 225, 292, 299, 320, 358, 361, 386, 387, sd 9; LFM 472.

53. RBI 253, 253.2.

of Ramon Guadall to the count, but none from the count to Ramon, ends with the admonition that the convention be observed «without ill will by both parties.»<sup>55</sup> Nevertheless, the shift from balanced to unbalanced seen in the formulas around 1058 is evident in the content, if less clearly so: from 1044 to 1058, twenty of thirty documents (67 percent) are balanced in content, while thereafter only seventeen of thirty-six (47 percent) are balanced.<sup>56</sup>

An attempt to divide these agreements into those recording «horizontal» and those recording «vertical» relationships is also unsatisfying. If notions of horizontal and vertical are based on the seemingly objective index of rank, only a few of Ramon Berenguer I's agreements can be considered to be truly between equals: six with the count of Urgell, one each with the counts of Cerdanya, Besalú, and Pallars Sobirà, and the agreement with his brother Sanç. Since, however, in most of these arrangements between counts Ramon Berenguer operated from a position of strength, is it accurate to describe the two parties as equals and the documents as describing horizontal relationships? Conversely, in the many agreements in which Ramon Berenguer commended a castle to an untitled individual, he may have intended to establish greater stability, but the castellans have been seen as presuming to act as his equals in solidifying their formerly precarious hold on castles. Is it correct to characterize these relationships as purely «vertical»? There are elements of vertical and horizontal relationships of power in each of these agreements, and some tend more toward one or the other extreme, but in general this categorization is not particularly useful.

A typology based on a narrower consideration of content is more successful. Four different categories present themselves: commendations, oath-conventions, promises, and treaties. These categories are in no way absolute; there are a handful of documents that do not fit well under any of these headings, and there is a good deal of overlap and interrelation among those that do. Oath-conventions, for example, in many cases describe the same situations as do commendations, but from the opposite point of view. The scribes who composed these *convenientiae* recognized them as a coherent group, as is evident from the fact that they gave them all the same title, but they most certainly did not distinguish subtypes. The groupings proposed here, however, are suggested by the language of the documents themselves, and they provide a useful analytical tool not only for the

54. RBI 110, *LFM* 36. The latter is dated incorrectly by the editor of the *LFM* to 1049. Both documents are dated «v. idus iunii anno xviii regni Henrici regis.»

55. RBI 331: «sine engan, ex utrasque partes.» *LFM* 421 reads, incorrectly, «sine engan ex utrisque partes.» The scribe began to write, in place of «utrasque,» the Catalan term «anbad[...]» (>Cat. *ambdós*, «both»), but crossed it out. Cf. Joan Coromines, et al., *Diccionari etimologic i complementari de la llengua catalana*, 9 vols to date (Barcelona, 1980-), s.v. *ambdós*, *ambdues*; the first citation listed there is from the thirteenth century.

56. This excludes only the five undatable documents from the period 1052-71.

agreements of Ramon Berenguer I, but also for all *convenientiae* from the Catalan counties.<sup>57</sup>

### 1. commendations

The *convenientia* recording or effecting a commendation, sometimes called by historians a *comenda*, includes a notice of a grant -usually, though not necessarily, of a castle- in return for a promise of some form of service.<sup>58</sup> This transaction is related to, but should not be confused with, the commercial contract of the same name that became common in the Mediterranean shortly after this period.<sup>59</sup> Many *comenda*-conventions include the phrase «commend...and grant in fief» («comendant...et donant per fevum»), designating the dual nature of the comital action: commending the castle itself, and granting the fief associated with the castle to its new holder.<sup>60</sup> Others use only one of these two verbs, but achieve the same result.<sup>61</sup> That commendation was seen not so much as a transfer of property as an appointment to a position is shown by a number of documents very similar in language to commendations of castles, but in which the thing commended is not a castle but an office: the abbacy of Sant Cugat («comendat...abaciam»), the seneschalcy of Barcelona («donat...senescalcia»; «comendant...senescalia»), or the position of tutor («commandamus...baiuliam»).<sup>62</sup>

57. Bonnassie, «Les conventions féodales,» focusing only on the «feudal» convention, recognized three types: agreements between magnates, agreements between castellan and *castlà*, and the money-fief. On documentary typology, see Robert I. Burns, *Diplomatarium of the Crusader Kingdom of Valencia: The Registered Charters of its Conqueror, Jaime I, 1257-1276*, vol. 1 (Introduction), *Society and Documentation in Crusader Valencia* (Princeton, 1985), pp. 138ff. and works cited there.

58. Arcadio García, «La *comenda* de castillos en el siglo XI,» *Ausa* 3 (1958-60), pp. 321-28.

59. The commercial *comenda* also has unbalanced and balanced forms. In the first, also called a *collegantia*, capital is put up entirely by one party, the *commendator*, and used (usually in seaborne trade) by another party, the *tractator*, with the investor receiving the lion's share of the profits. In the case of a loss, the investor bears the entire burden. In the balanced version of the contract, also called a *societas*, both parties share in profits and losses. This type of arrangement is similar to the agrarian contract; contracts of this type have been posited as an origin of the commercial *comenda*. See John H. Pryor, «The origins of the *comenda* contract,» *Speculum* 52 (1977), pp. 5-37, and works cited there.

60. RBI 225, 218, 292, 296, 320, 376; LFM 40; BC 4143.

61. RBI 101 («comendant»), 149 («donamus»), 373 («donant...per fevum»), 419 («comendant»), 445 («habeat per comandacionem»); LFM 151 («donant...per fevum»); ACA, Ordes militars 5:41 («donet; convenit...per fevum»).

62. RBI 107, 174, 214, 253.1-2. 253.1 is a *carta donacionis* that contains notice of the commendation. 253.2 is the *convenientia* made «propter baiuliam quam mihi commendatis.» Cf. RBI sd 207, in which the grant is of control over the city of Tarragona, which may similarly be considered an office. In *Cartorial, dit de Carlemany*, no. 109, a *comenda* in reverse, the bishop of Girona submits La Bisbal to the *baiulia* of the count; this document does not fit perfectly here.



All commendations are balanced in content, in that the count commends, and the other party promises services in return. These services are many and varied, but usually include actions related to the relationship between the two individuals: becoming a «solid man» (*homo solidus*) and swearing fidelity; military services, such as participation in host and cavalcade or maintenance of castle-guard; and promises to respect the count's military or economic rights. Some commendations require the holder to construct further fortifications on the site, clauses that highlight the connection between these agreements and ecclesiastical agrarian contracts or grants *ad restaurandum*.<sup>63</sup> But whereas in the latter form of grant the development of the land was the main subject of the agreement, in commendations these matters are secondary.

## 2. *oath-conventions*

The oath-convention is the complement of the commendation, but it does not include a notice of a comital grant. The text is simply a list of the undertakings and services promised to the counts, often beginning with a promise of fidelity («convenit namque predictus N. iamdictis comiti et comitisse ut omni tempore vite sue sit illorum fidelis per directam fidem sine eorum ingan»). The services are identical to those found in commendations. Some oath-conventions are for a specific castle or group of castles, in which case the existence of an earlier commendation may be assumed. Often the convention begins in general terms and then continues with clauses concerning the specific castles for which fidelity is being promised («non dezebra eos de ipso castro de...»), or for which the holder promises to render control (*potestas*).<sup>64</sup> The first specific oath-convention in the sample dates from 1061, and five of the seven are datable to the period 1061-65 (the others are undated). *Convenientiae* of this type survive for the castles of Cervià, Montagut, Querol, Pinyana, Pontils, Begur, Apiera, Fontanet, and the viscomital castle of Barcelona.<sup>65</sup> In one oath-convention, twelve separate knights each promised one month's guard duty at the castle of Palad.<sup>66</sup>

In other cases the oath-convention is purely general: an individual promises fi-

63. See Kostro, «Making and Keeping Agreements», 436-41.

64. For an examination of this concept, see Michel Zimmermann, «"Et je t'empouvoirrai" (Po-testativum te farei): À propos des relations entre fidélité et pouvoir en Catalogne au XI<sup>e</sup> siècle», *Mé-dievales* 10 (1986), 17-36.

65. RBI 287, 269, 280, 321.1, sd 4; LFM 472.

66. RBI sd 7.

delity and services to the count, but not with respect to a specific castle.<sup>67</sup> Four brief documents from this group share an almost identical text, including a partially vernacular affirmation similar to ones found in oaths with the form «Iuro ego»: «I, N., will hold and keep to («o tenir et o atendre») what is written above with respect to you, the said count and countess, in full fidelity and without any ill will («sine (ullo) enganno»).» Each of these, in which an individual promises to be the «solid man» (*solidus*) of the counts, would seem to be the oath of a man of relatively low status among Ramon Berenguer's followers.<sup>68</sup> Others contain the more extensive promises of more substantial persons, such as Guerau Alemany de Cervelló or Guillem II, count of Besalú. Even in these, however, the undertakings remain purely general.<sup>69</sup> What unifies this group of oath-conventions, general and specific, is the fact that they are all, on the surface, unbalanced. The only engagements recorded are those of the individual promising service to the count.<sup>70</sup>

A third type of oath-convention, which lies somewhere between the commendation and the general oath-convention, establishes a «money-fief.» In these documents, the promise of fidelity is still general, but it is offset by a yearly payment from the count. Like commendations, then, these agreements are explicitly balanced. The count did make payments in addition to commendations of castles in other conventions, but in conventions recording a money-fief the money is the *only* compensation granted.<sup>71</sup> Six of these conventions have survived among the

67. Although in one case (RBI 154) the convention contains the stock list of counties, dioceses and castles of the counts of Barcelona more commonly found in oaths with the form «Iuro ego.» See Michel Zimmermann, «Aux origines de la Catalogne féodale: Les serments non-datés du règne de Ramon Berenguer I<sup>er</sup>,» in Jaume Portella i Comas, ed., *La formació i expansió del feudalisme català: Actes del col·loqui organitzat pel Col·legi universitari de Girona, 8-11 de gener de 1985: Homenatge a Santiago Sobrequés i Vidal*, Estudi general 5-6 (Girona, 1985-86), pp. 109-51 at 113.

68. RBI 261, 279, 338; LFM 179. «Solid» homage is the equivalent of «liege» homage elsewhere in Europe, that is the relationship that takes precedence in a system allowing an individual to be the man (*homo*) of more than one lord (*senior*).

69. RBI 154, 210, 328, 337, 407; LFM 364. RBI 154 is a long and complex document, which may conflate several separate transactions. The middle section of this document is essentially an oath-convention of the type under discussion here.

70. There are minor exceptions to this rule, such as LFM 472, in which the count promises to loan Dalmau Bernat de Peralada six asses for use in the host service he has promised to the count.

71. RBI 120: 100 ounces (70 *mancusos*) to the count of Urgell, plus 350 *mancusos* (unless the count of Urgell received 1000 *mancusos* from the *parias*) a year for holding the castle of Cubells. RBI 218: 60 ounces a year to Ricard Altemir for the construction of a fortification and the maintenance of ten knights at Tarrega, which sum was to be reduced as the property became profitable («ab hinc quantum creverit ipsa expleta de ipsa terra de iam dicto castro de Tarrega ad alegrir de predictis caballarios qui ibi steterint, tantum sit minoratum de predictis xl unciis»). RBI 373: 20 ounces (a year?) to Ramon Guifré de Vilamur for the construction of a tower and maintenance of knights at Taradell. RBI 419: 840 *mancusos* a year for four years to Mir Riculf for the maintenance of twenty

documents of Ramon Berenguer I. Four are brief documents, very similar to the brief oath-conventions, but with the addition of a comital promise of twenty ounces of gold per year.<sup>72</sup> A fifth is a temporary money-fief in which the count makes the standard grant of twenty ounces to Guillem Umbert «until the *honor* of his father should become available to him by any means.»<sup>73</sup> A sixth document is more complex than the rest, but has the same effect: in return for promises of fidelity, the counts promise to pay seven ounces yearly to Bernat Tedmar until they can provide a piece of land (*cavalleria*) for him, at which point the yearly payments were to stop.<sup>74</sup>

### 3. *treaties*

Treaties form the third class of comital convention. These agreements are, again, explicitly balanced, but while in commendations the count's undertakings are limited to a grant of a position and lands, treaties describe comital duties that are much more complex. Perhaps for this reason, this category contains mostly agreements with other titled members of the aristocracy: five agreements with the count of Urgell, one with the count of Cerdanya, one with the count of Besalú, and one with the viscounts of Narbonne. The remaining agreement is with Alemany Hug de Cervelló, one of the more powerful of Ramon Berenguer's men on the frontier. Some of the treaties contain elements of other types of conventions. A treaty of 1062 with the count of Urgell, for example, begins (and continues at length) as an oath-convention, and in a treaty of 1051, Ramon Berenguer begins by granting to Ermengol a castle in fief and promising a yearly payment. Nevertheless, all of these documents deal with matters beyond simple statements of fidelity and grants of castles.

The five *convenientiae* between the counts of Barcelona and Urgell represent only four separate agreements, each of which addresses the subject of military alliances, first against Count Ramon Guifré of Cerdanya, then against Islamic frontier lords.<sup>75</sup> They include clauses regulating the division of spoils, promising

knights at the castle of Tarrega. RBI sd 207: 120 ounces of gold yearly from the *parias* to Berenguer, viscount of Narbonne, in the commendation of Tarragona. BC 4143: 430 *manços* a year for the maintenance of knights at Camarasa, plus another 100 *manços* «pro dominicatura de Kamarasa et de Cubels.» It would be interesting to factor these payments into estimates of Ramon Berenguer's level of expenditure on castles in the 1050s and 60s. See Santiago Sobrequés, *Els grans comtes de Barcelona*, Biografies catalanes, Série històrica, 2, 4th edn (Barcelona, 1985), pp. 62-63.

72. RBI 386, 387, sd 10, sd 14.

73. RBI sd 9.

74. RBI 162. Bonnassie (*La Catalogne*, 2:755-59) discusses the money-fief from a different point of view.

75. RBI 120, 230, 299, sd 1, sd 12. RBI sd 1 and sd 12 contain nearly identical promises, the first from the count of Barcelona to that of Urgell, and the second reversed.

mutual aid, and forbidding one party to make peace with the common enemy without the consent of the other. The agreement with Ramon of Cerdanya is also a military alliance directed toward recovery of frontier lands and contains many of the same clauses.<sup>76</sup> The convention with Alemany Hug, although on a smaller scale, is similar: Alemany Hug and the count agree on the terms for holding the castle of Santa Perpetua after its recovery, and the count promises to aid Alemany against -and not to make any agreements with- his enemies.<sup>77</sup> Two other agreements, although they do not specifically create military alliances, may be considered treaties, as they are balanced agreements addressing alliances between counts: the proposal for the marriage of Ramon Berenguer I's sister-in-law, Lucia, to Guillem of Besalú, and the agreement with the viscounts of Narbonne concerning the succession of the counties of Occitania.<sup>78</sup>

#### 4. *promises*

A fourth group of conventions is characterized by generally unbalanced promises of a more specific nature than those found in oath-conventions, promises that do not necessarily involve castle holding. The best illustration of the types of undertakings in a promise-convention is provided by the list of promises in the agreement between Mir Geribert and his family and the count of Barcelona at the time of Mir's ultimate submission in 1058.<sup>79</sup> Mir, his wife, and two of his sons promised the counts: to make Mir's other sons quitclaim various disputed castles and *honores* when they reached the age of majority; to make the other sons sign the charter, which they themselves had signed on the same day, by which they granted the Castell de Port to the count;<sup>80</sup> to make those sons swear fidelity to the count; to return various disputed rights in the Penedès; not to require payment of a relief (*acapte*) from Bishop Guillem of Vic without comital permission; to provide aid (*adiutorium*) as promised in their written oaths; to secure (*stabiliare*) their castle of Olèrdola with comital supervision; to make the present and future castellans of Eramprunya and Olèrdola promise fidelity and control (*potestas*) of the castles to the counts; and, finally, to do right concerning the tower of Caldes. From this long list of promises, the only clauses that might be found in oath-conventions are the promise of aid and the obligations concerning castellans.

Other promise-conventions record similar undertakings. The submission of Bishop Guilbert at the end of the first phase of the rebellion against Ramon Be-

76. RBI 231 (below, n. 92).

77. RBI 143.

78. RBI sd 11, LFM 816.

79. RBI 239.

80. RBI 240 [LFM 295].

renguer I is presented in the form of a promise to keep oaths not recorded in the document itself. In their agreement of 1050, the count promised his brother Sanç to commend two men and their *honores* to him. And the marriage agreement for Lucia and Count Artau of Pallars contains detailed clauses on the disposition of castles included in the dower.<sup>81</sup> Other promises reached farther afield, such as the promise of Guillem Bernat de Queralt to present charters in the course of a judicial proceeding, or the promise of the viscounts of Narbonne not to alienate various abbeys.<sup>82</sup> Two documents relating to the count's attempt to reclaim the castle of Santa Perpetua fit imperfectly into this category: a comital promise of a temporary yearly payment, which appears to be a money-fief, but which lacks any of the standard elements of the oath-convention, and a comital promise to Alemany Hug to grant him the castle of Santa Perpetua if he can acquire it.<sup>83</sup>

### 5. others

A surprisingly small number of conventions do not fit into these four categories. Some of these are quite early, before the changes around 1058, a fact that may help to explain their anomalous nature. Three are grants of rights of minting and the associated profits against a yearly payment of grain.<sup>84</sup> The others include: a convention granting milling rights in Barcelona, again against payments in grain; a settlement of the value of a bailiwick at Cervera; the acquisition of a quitclaim of lodging rights (*albergas*) at Terrassa in return for a yearly payment of fifty pigs (to be made by the count's bailiff); and the promise of a payment of six ounces a year for the profits of the parish of Vilamajor.<sup>85</sup> Although these are all in a sense «fiscal» conventions, no further early commissions like the one for Cervera have emerged from the comital archives to support the hypothesis that the administrative structures visible in mid-twelfth-century documents were «basically traditional.»<sup>86</sup>

81. RBI sd 3, 110; RBIII sd 44. Cf. RBI 331 (promise to commend a castle to a third person), RBI 268 (promises to emend, and to make subordinates emend, various wrongs), Extra. 4726 (promises of the count of Urgell concerning castles).

82. RBI sd 6, LFM 821.

83. RBI 122, 147.

84. RBI 182 (a. 1056), 228 (c. 1058), 361 (a. 1066).

85. RBI 99, 434, 358, 80. It should be noted that whereas the count received only five *cafts* a year for coinage rights, milling rights generated thirty *cafts* a year. The schedule on which the grain was due is very interesting... Bonnassie (*La Catalogne*, 2:759) would have RBI 80 be another money-fief, but this is a payment not for service, but for rights, and Vilamajor was not in Ermessenda's domains.

86. As suggested by Bisson (*Fiscal Accounts*, 1:23-24 and note 2).

## C. CONVENTIONS AND DISPUTE SETTLEMENT

Very few of these documents are explicitly related to the settlement of disputes. The treaties are essentially military alliances, although the marriage agreement for Lucia and Guillem II of Besalú was part of an ongoing conflict.<sup>87</sup> The agreement with Bishop Guilabert in c. 1044 and one with Mir Geribert in 1058 were the products of judgments, but these were essentially political trials.<sup>88</sup> Guillem Bernat de Queralt's promise to produce charters was certainly part of a quasi-judicial procedure, and the commendation of Fornells to Hug Guillem came after a quitclaim of that castle that may have been the outcome of a dispute.<sup>89</sup> These are among the few *convenientiae* of Ramon Berenguer I that have any hint of dispute settlement mechanisms. Comital justice based on the decisions of professional judges in a *placitum* may have collapsed in the mid-eleventh century, but the *convenientia* did not fill the gap caused by its disappearance by simply replacing the old procedures and forms.

\* \* \*

Just as a change in formula is evident in the *convenientiae* of Ramon Berenguer I beginning around 1058, there is a change in the number of agreements in which he was involved. Although the numbers of *convenientiae* had been gradually increasing from the beginning of the reign, the rate of increase seems to take off in this period (Figure 1 and Table 1). Eighteen datable conventions survive from the ten years before January 1058; thirty-three survive from the ten years following that date. The increase parallels a rise in the overall amount of surviving comital documentation in this period and thus on its own is meaningless. There is other evidence, however, that suggests that these numbers are not simply a result of better rates of documentary survival: the nature of the agreements changes. The most common types of *convenientiae* from before this turning point are commendations and treaties; after this date, the various oath-conventions predominate. This explains the increase in conventions with unbalanced content from 1058, and it contributes to the increase in unbalanced forms.

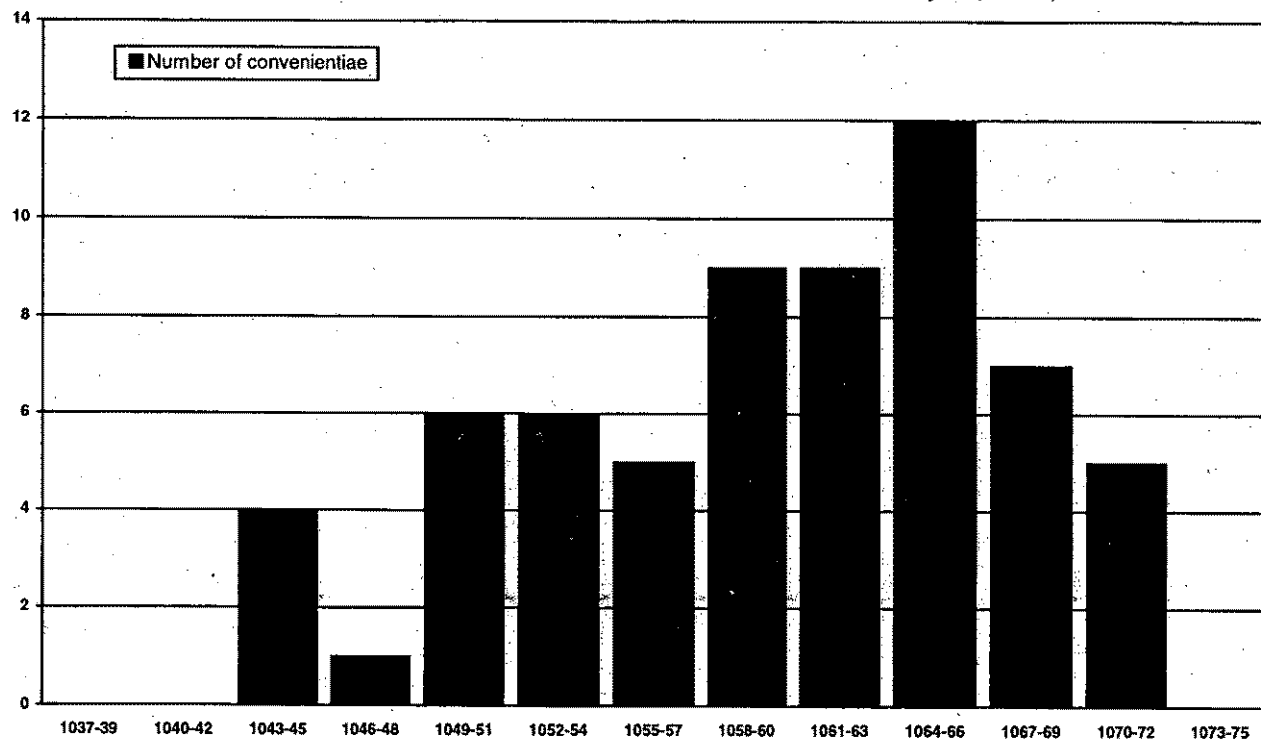
All this suggests that Ramon Berenguer began around 1058 to use the *convenientia* in a new way. Whereas before it had been principally a tool for making agreements, either with neighboring counts or with overmighty castellans, now it was an instrument of power. This new function was reflected in the change of for-

87. See Aurell, *Les noces du comte*, pp. 281-87.

88. RBI sd 3; RBI 239.

89. RBI sd 6; RBI 101, 100 [LFM 432].

**Figure 1. *Convenientiae* of Ramon Berenguer I of Barcelona: Chronological distribution**  
(Does not include documents that cannot be dated to one of these three-year periods)



mula; the count no longer wanted to make conventions *with* people, he wanted people to make conventions *to* him. It is true that the increase in the number of conventions participates in the overall increase of comital documents from this period, but I would argue that this increase itself is not a question of the survival of documents but evidence of a more active comital chancery. More conventions survive because Ramon Berenguer I and his scribes were creating more of them.

These changes in the number and nature of conventions coincide almost exactly with the major turning point of Ramon Berenguer I's reign.<sup>90</sup> In June 1057, the countess Ermessenda sold to her grandson her rights to the counties of Barcelona, Girona, and Ausona, as well as a large number of castles, and swore fidelity to him; she retired to the castle of Besora where she died nine months later.<sup>91</sup> In 1058, he made alliances with the counts Ermengol III of Urgell and Ramon of Cerdanya and took up, once again, the campaigns against Islam.<sup>92</sup> Earlier that year, he had achieved the final submission of the rebel Mir Geribert and his supporters.<sup>93</sup> With his major conflicts in order, and with an impressive increase in income from conquests, Ramon Berenguer could turn to solidifying and ordering his control over the region. He began to purchase castles and bind their guardians to him by oath and convention.<sup>94</sup>

The growth in conventions was thus part of a conscious program on the part of the count to use writing to articulate his power. Conventions were particularly useful for this task because they not only recorded transactions that had occurred in the past, they established the outlines of relationships for the future. It is by providing these norms that they served as a basis for a new order for society. And it is with respect to these functions -the expression of societal norms and the expression of comital power- that the *convenientia* may be seen as replacing the *placitum*.

## II. OTHER COMITAL CONVENTIONS TO C. 1100

Ramon Berenguer I was the most prolific producer of *convenientiae* in the eleventh century, but other counts also entered into these agreements. Only the county of Pallars Jussà provides enough conventions to permit a comparison with

90. Sobrequés, *Els grans comtes*, pp. 48-49, 52, 54-55; Bonnassie, *La Catalogne*, 2:640-41, 644, 664.

91. RBI 206, sd 173 [LFM 214, 215].

92. RBI 230, 231.

93. RBI 239, sd 38 [Francesch Carreras y Candi, «Lo Montjuich de Barcelona,» *Memories de la Real academia de buenas letras de Barcelona* 8 (1906), pp. 195-450, ap. 19].

94. Bonnassie, *La Catalogne*, 2:687-98.



the diplomatic of the conventions of Ramon Berenguer I, but the documents from Barcelona (after 1076) and Cerdanya allow comparisons on other levels. The very low numbers of conventions from other counties such as Urgell and Pallars Sobirà are surprising given the extent of the documentation surviving from these regions, including a number of the earliest oaths and conventions. The few that do survive show, however, that the *convenientia* was known and used throughout the Catalan counties.

#### A. BARCELONA UNDER RAMON BERENGUER II (1076-82) AND BERENGUER RAMON II (1076-97)

A decrease in the number of surviving conventions begins in the final years of the reign of Ramon Berenguer I (Figure 1), but the near disappearance of such agreements during the reigns of his sons is still striking. Only two agreements with the form «*Hec est convenientia*» survive from the period of the joint reign of Ramon Berenguer II and Berenguer Ramon II. One, undated and without subscriptions, is a treaty between the two brothers and Ermengol IV of Urgell concerning the war against Zaragoza and the distribution of income from the tribute payments of Islamic rulers (*parias*).<sup>95</sup> The second is the settlement of a dispute between the see of Vic and the Queralt family concluded before, or perhaps at the order of, Ramon Berenguer II. It has an opening formula not found in earlier conventions from Barcelona:

*This is the convenientia that lord Ramon Berenguer, count of Barcelona, made between God and Saint Peter and lord Berenguer, bishop of Ausona (Vic) and his canons and Guillem Bernat and Bernat Guillem, his son, concerning...*

*Hec est convenientia quam domnus Raimundus Berengarii comes Barchinonensis facit inter Deum et Sanctum Petrum et domnum Berengarium episcopum Ausonensem et kanonicos eius et Guilelmum Bernardi et Bernardum Guilelmi filium eius de...*

The document has a verbal invocation («*In Dei nomine*»), dating clause, and autograph signatures. Given the subject of the agreement and the location of the ori-

<sup>95</sup> RBII 69 and 69 dup. Cf. Sobrequés, *Els grans comtes*, pp. 99-100. RBII 69 contains an interesting supplementary agreement between Ramon Berenguer II and Ermengol not found in RBII 69 dup.

ginal, it is likely that this *convenientia* was composed by a scribe from the cathedral chapter of Vic.<sup>96</sup>

Despite the fact that Ramon Berenguer and Berenguer Ramon were at odds throughout the period of their joint reign, no *convenientiae* survive among the few artifacts of their attempts to reach a negotiated settlement. Four of these records are little more than lists of properties divided between the two brothers (*divisiones*).<sup>97</sup> A more formal text («Hec est definitio adque pacificacio») mentions conventions between the two, but is not itself constructed as one.<sup>98</sup>

A seventeenth-century antiquary recorded the existence of at least two documents that may have been these conventions.<sup>99</sup> Even these would be treaty-conventions, however; commendations and oath-conventions dealing with the terms of castle holding are entirely absent from the comital documentation in these years. Ramon Berenguer I's testamentary instruction to his castellans not to grant control (*potestas*) of their castles to the brothers until a full year after his death may have dealt a blow to their chances of renewing the many castle-holding agreements established by their father. The same may be true of oaths of fidelity. Only two oath texts have survived, one of Arnau Mir for the castles of Olèrdola and Eramprunya, and a generic oath from which the list of the jurors' names has been removed.<sup>100</sup> The brothers did continue to grant lands and castles. Some of these grants appear to be outright donations, but those that include terms that would have been found in a *convenientia* of the reign of Ramon Berenguer I, such as requirements for the construction of fortifications, are written as simple grants (*caritae donationis*).<sup>101</sup> Even the commendation by Ramon Berenguer II and his wife,

96. Vic, Arxiu de la Mensa Episcopal, 9:36, contemporary copy at 9:59.

97. RBII 39 [Fidel Fita, «Barcelona en 1079: Su castillo de puerto y su aljama hebrea: Documento inédito», *Boletín de la Real academia de historia* 43 (1903), pp. 361-68 at 363-65]; RBII 71. Each signature represents two parchments that have been sewn together.

98. RBII 48 [Próspero de Bofarull y Mascaró, *Los condes de Barcelona vindicados*, 2 vols (Barcelona, 1988 [1836]), 2:114-15]: «absolvo te Berengarium prenomiatum de ipsa scriptura convenientie quam mihi fecisti Rodberti Giscardii...quod resonat in ipsis scripturis quas fecimus fieri in Ceruaria de nostris convenientiis.»

99. Francisco Diago, *Historia de los victoriosísimos antiguos condes de Barcelona* (Valencia, 1974 [Barcelona, 1603]), lib. 2, c. 68. See Gerónimo Pujades, *Crónica universal del principado de Cataluña*, 8 vols (Barcelona, 1831-32), 8:2-4 (lib. 16, c. 1); Bofarull, *Los condes*, 2:111; Sobrequés, *Els grans comtes*, pp. 97-100. The (old) signatures of the documents were ACA, Armario general de Cataluña, saco B, 254 and 266.

100. RBII 73 [LFM 303; Carreras, «Lo Montjuich», ap. 30]; RBII 74. The text ends «Isti homines habent iuratum istum sacramentum,» without listing any names; the parchment is cut just below this last line.

101. RBII 3 [LFM 259, cf. *Diplomatari de Santa Maria de Poblet*, ed. Agustí Altisent, 1 vol. to date, Col.lecció fonts i estudis 2 (Barcelona, 1993-), no. 22]: donation by both counts of the *quadra* of Olers («in ipsa marcha extrema in loco horroris et vaste solitudinis...in loco ubi melius videris ad conderdimentum ad facere infra illo termine, ut ibi facias»). RBII 4 [LFM 255; *El «Llibre Blanch»*

Mahalda, of the castle of Fontrubí - in most respects a typical commendation, undated, and with the phrase «qui hanc convenientiam fecit» in one of the subscriptions - begins with the formula of a donation: «hec est donatio.»<sup>102</sup>

The reduced number and irregularity of conventions continued under the independent reign of Berenguer Ramon II, even after his nephew, Ramon Berenguer III, began to appear in documents with the comital title.<sup>103</sup> Two of the three documents with the form «Hec est convenientia» are associated with the settlement that defused the tensions following the assassination of Ramon Berenguer II by Berenguer Ramon II and established the tutelage of the young Ramon Berenguer III and his lands.<sup>104</sup> The first two are a pair of unbalanced agreements. In one, which was given the unorthodox designation «convenientia et baiulia et donatio,» Ponç Guerau and Guerau Ponç, viscounts of Girona, granted («donant») the *honor* of Ramon Berenguer III to his uncle for a period of eleven years. They also promised to receive the castles of the *honor* back from the count and to provide stan-

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*de Sanctis Creus (cartulario del siglo XII)*, ed. Federico Udina Martorell, Textos i estudis de la Corona de Arag6n 9 (Barcelona, 1947), no. 16]: donation by both counts of Anguera («et de ipsis hominibus qui ibidem steterint teneatis pacem ad Ispaniam et faciatis guerram.») This includes a «subinfeudation»: «Et ego Bonifilius Oliba supranominatus dono tibi Bernardus Guillelmus terciam partem de Angera ad tu et ad vestre proenie tue in tale conventu, que teneatis et abeatis per me et per meis sicut ego habeo per seniore meo comite»). Claude de Vic and J.-J. Vaissete, *Histoire g6n6rale de Languedoc avec des notes et les pi6ces justificatives*, new edn (Privat), 16 vols (Toulouse, 1872-1904), vol. 5, no. 335.2: donation by both counts of half of the castle of Peyriac (the text is incomplete, but it is clearly a *carta donationis*; there is a citation to an identical grant made only in Ramon Berenguer II's name). RBII 41 [LFM 165]: donation by both counts of the castle of Anglerola. RBII 31, cit. Bofarull, *Los condes*, 2:125: «donacion...que ambos esposos D. Ramon Berenguer y D.a Mahalta hicieron a G. Guadallo, de la villa de Tàrrega, con condicion de pagar un pequeno censo y doscientos mancosos de oro *cogto* de Valencia y de defender el camino desde Cervera a Maglearia.» *El «Llibre Blanch»* no. 19 [Diplomatari...Poblet no. 28]: donation by Ramon Berenguer II and Mahalda of the castle of Montblanc. *Diplomatari...Poblet* no. 24: donation by both counts of Espluga de Francolí («donamus a tibi que faciatis forteda quod melius potueris facere»). *Diplomatari...Poblet* no. 29: donation of Berenguer Ramon II, acting independently before the assassination, of Montorn6s («in quo turrem et fortitudinem condirigatis atque edificetis...per me pace teneatis et guerram faciatis»). RBII 65: donation by viscount of Cardona of castle of Amallanil («nobis advenit per donacionem de seniores nostros domnus Raimundus Berengarius et dompnus Berengarius Raimundi ambi comites Barchinoni»).

102. RBII 67 [LFM 425].

103. The earliest such document is a grant of 10 kalends September 30 Philip, or 23 August 1089 (cited by Bofarull, *Los condes*, 2:140, and Sobrequ6s, *Els grans comtes*, pp. 124-25). Sobrequ6s dates the beginning of the reign of Ramon Berenguer III from 1086. The transition between the series BRII and RBIII in the ACA (established by Pr6spero de Bofarull in the early nineteenth century) occurs between 20 July and 7 December 1092.

104. Sobrequ6s, *Els grans comtes*, pp. 109-112. Recent attempts to make sense of the course of events are found in John C. Shideler, *A Medieval Catalan Noble Family: The Montcadas, 1000-1230*, Publications of the UCLA Center for Medieval and Renaissance Studies 20 (Berkeley-Los Angeles, 1983), pp. 25-28, and Benet, *La fàmilía Gurb-Queralt*, pp. 139-44.

dard services. This was a new transaction for a comital *convenientia*, although it is perfectly in line with the diplomatic roots of the document in the precarial grant and agrarian contract.<sup>105</sup> In the other agreement, the count promised the viscount «and the other men holding the *honor* of the son of count Ramon Berenguer (II) who shall place themselves temporarily («*terminatamente*») with the said *honor* under the tutelage and command of the said count Berenguer (Ramon II)» that he would not alienate the lands under his charge and that he would return them upon completion of the term. While this convention is partly a simple promise to Ponç Guerau, recording the count's half of the bargain, the language suggests that this represents another novel use for the *convenientia*: a public pronouncement.<sup>106</sup> A third document associated with the settlement, the submission by Bernat Guillem de Queralt of lands to the tutelage of the count, also breaks with the regular forms: «Let all men be informed how count B. and B. Guillem, with the intercession of qualified men (*boni homines*), came to an agreement, making this pact and *convenientia* between themselves.»<sup>107</sup>

All three of these documents are irregular in form, in content, or in both, when compared with the types dominant during the reign of Ramon Berenguer I. The only standard *convenientia* involving Berenguer Ramon II is the commendation of the tutelage of the castle of Montpalau and its underage castellan to Arnau Gaufré.<sup>108</sup> In this case, however, the scribe may have been using an agreement from the reign of Ramon Berenguer I as a model.<sup>109</sup> Six days earlier the same scribe composed an oath-convention of Arnau Mir de Sant Martí, who was promising control (*potestas*) of the castles of Eramprunya and Olèrdola (part of the *ho-*

105. Kosto, «Making and Keeping Agreements,» 87-97.

106. BRII 34, 35 [Benet, *La família Gurb-Queralt*, ap. 16, 17]. «El segon és la resposta del primer, i una crida, per part del comte Berenguer, als que vulguin fer el mateix conveni en les condicions esmentades» (Benet, *La família Gurb-Queralt*, p. 141). The order of composition of the documents is, I think, the reverse of what Benet suggests. Changes are evident in BRII 34 to add Guerau Ponç to the agreement, whereas he is absent from BRII 35.

107. BRII 59 [Benet, *La família Gurb-Queralt*, ap. 18]: «Certum sit omnibus hominibus qualiter B. comes et B. Guilelmi intervenientibus bonis hominibus ad concordiam veniunt, hoc pactum et convenientiam inter se facientes.» Extra. 3233 may be a codicil to this agreement: «Hanc conventionem et placitum quod est presentaliter factum inter Berengarium comitem et Bernardum Guilelmum, si comes frerit eum et non atenderit, mandat prescriptus comes vicecomiti Deusde (viscount of Tarragona, 1083-98) ut adiuvet de hoc filio Remundi Berengarii atque Bernardo Guilelmi per fidem sine ingenio usquequo fiat emendatum quod de prescripto placito fuerit hacrum. S† Berengarii comitis qui hac iussit facere (S Deusde vicecomitis, crossed out) S† Guilelmus Umberti \*S†m Deusdedic\* (autograph).» The language of these texts (*boni homines*, *placitum*) evokes the old order, but the outcome -a negotiated agreement- belongs to the new.

108. BRII 62 [LFM 385]. BRII 88 is an oath of Arnau Gaufré to the count, in the same hand as the convention.

109. RBI sd 52 [LFM 384] is an extended oath to Ramon Berenguer I for Montpalau. A corresponding *convenientia* has not survived.

nor of Ramon Berenguer II) for the term of the comital tutelage discussed above. The document refers to itself as a convention in the text («haec supra scripta convenientia») and in a subscription, but begins «Sit omnibus presentibus et futuris manifestum.»<sup>110</sup> With the exception of the straightforward grant of Montpalau, the temporary castle-holding arrangements enshrined in these unorthodox conventions are the only examples of documents recording the terms of castle holding from this period. In this, as in the very low number of oaths, Berenguer Ramon II's tenure was a continuation of his brother's reign.<sup>111</sup>

The small number of conventions involving these two counts -only six in over twenty years- must be considered in the context of the overall drop in numbers of comital documents surviving from this period. Documents from the reigns of Ramon Berenguer III and Ramon Berenguer IV suggest that the acts of Berenguer Ramon II issued after the assassination were declared void at some point. One historian has suggested that the intentional destruction of these documents may explain the fall-off in documentation.<sup>112</sup> This is possible, but that would only account for the absence of documents from *after* 1082. Furthermore, this hypothesis does not explain the changes in the formulas of these documents. It seems unquestionable that internecine struggle derailed the program of acquisition and organization of castles initiated by Ramon Berenguer I. The sons failed to build upon, or even maintain, the work of the father; in the process the *convenientia*, the tool used by the count to perform this work, fell into disuse.

#### B. PALLARS JUSSÀ UNDER RAMON IV (1043-98)

After a single convention datable to the reign of his father, Ramon III, there are fifty-four conventions in which Ramon IV, count of Pallars Jussà (Lower Pallars) is a participant.<sup>113</sup> Twenty of these are undated, so it is difficult to draw chronologically precise conclusions.<sup>114</sup> Comparison of this series with the one from Barcelona, despite the time lag, is instructive.

110. BRII 61.

111. As during the joint reign, the count granted castles by *carta donationis*: El «Llibre Blanch» no. 22 (*torre* of Valldosera), BRII 84 (*castrum* of Vilademager). The latter parchment preserves the very unsteady autograph of the count.

112. Sobrequès, *Els grans comtes*, pp. 108, 139-40.

113. The fundamental work on this county in the eleventh century is still Fernando Valls-Taberner, «Els comtats de Pallars i Ribagorça a partir del segle XI,» in *Obras selectas*, vol. 4, *Estudios de historia medieval* (Barcelona, 1961) [partial reprint of «Els orígens dels comtats de Pallars i Ribagorça,» *Estudis universitaris catalans* 9 (1915-16), pp. 1-101], pp. 125-205 at 125-141. Lydia Martínez i Teixidó, *Les famílies nobles del Pallars en els segles XI i XII*, *Estudis* 3 (Lleida, 1991) offers useful genealogical tables and information.

114. Table 3 gives an impression of the distribution within the reign.

Table 3. *Convenientiae* of Ramon IV of Pallars Jussà (1043-98)

Date	Original	Printed	Other Party	1	2	3	4	5
1040 Nov 30	RBI 048		Ermengol c/ Urgell	x	x	x	x	x
1053 May 31	RBI 141		Arnau Mir de Tost	x	x		x	
1055 Mar [16]	RBI 163		Arnau Mir de Tost	x	x		?	x
1055 Jun 8	RBI 168	LFM 124	Arnau Mir de Tost	x	x	x	x	x
1056x57 Jul	RBI 208	LFM 63	Ramon Mir, Maria	x	x		x	
1064 Apr 7	RBI 306	LFM 47	Artau c/ Pallars Sobirà	x		x	x	
1064 May 1		LFM 114	Bernat Guillem		x	x	x	x
1066 Jun 19	RBI 354	LFM 111	Gerbert vc/ Vilamur					
1066 c	RBI sd 21	LFM 112	Gerbert vc/ Vilamur			x	x	
1066 c	RBI sd 23	LFM 110	Adalgarda vca/, Arnau					
1067 May 30	RBI 378		Artau c/ Pallars Sobirà				x	x
1070 Nov 12	RBI 428	LFM 100	Bertran			x	x	
1072 Feb 4		LFM 65	Ramon Mir d'Orcau	x	x	x	x	x
1072 Dec 9	RBI 449	Bonnassie 2	Artau c/ Pallars Sobirà		x	x	x	x
1072 Dec 11		LFM 128	Ponç vc/ Cabrera	x		x	x	x
1075 Jul 12	RBI 06	LFM 61	Ramon Pere	x	x	x	x	x
1055x75	RBI sd 29		Bertran Enech de Eramont	x				x
1076 Jun 8	RBI 02	LFM 95	Ficapai	x	x	x	x	x
1077 Aug 16	RBI 19		Ermengol c/ Urgell	x	x	x	x	x
1077 Sep	RBI 20	LFM 103?	Guillem Arnau, Ramon Arnau		x	x	x	
1077? Sep	RBI 49	LFM 103	Ramon Arnau, Ramon Mir		x	x	x	
1079 Sep	RBI 42.1	LFM 72	Gilman Hug	x	x	x	x	x
1079 Dec 5	RBI 42.4	LFM 73	Guillem Fulc	x	x	x	x	x
1079 Dec 21	RBI 44	LFM 119	Guitard Guillem de Mediano	x	x	x	x	x
1037x79	RBI sd 15	LFM 113	Mir Guillem					
1080 Feb 19	RBI 42.2	LFM 74	Oliver Bernat	x	x		x	x
1080 Feb 19	RBI 42.3	LFM 75	Sunyer Ramon	x	x	x	x	x
1080 c Jul 26	RBI sd 17	LFM 50	Artau c/ Pallars Sobirà	x	x	x	x	x
1080 c	RBI sd 18		Artau c/ Pallars Sobirà	x				x
1080 c	RBI sd 19	LFM 48	Artau c/ Pallars Sobirà	x	x	x		x

Key to table: 1: verbal invocation 2: comital subscription 3: other party subscription 4: other subscriptions 5: balanced formula

Table 3. *Conventientiae* of Ramon IV of Pallars Jussà (1043–98)

Date	Original	Printed	Other Party	1	2	3	4	5
1080 c	RBI sd 20		Artau c/ Pallars Sobirà					x
1080 c		LFM 101	Guido At de Assoa	x	x	x	x	x
1081 Feb 2	BRH 60	LFM 85	Guido At de Assoa		x	x	x	x
1080x81 Jun	BRH 55	LFM 76	Amáu Bernat vc/ Vilamur	x	x	x	x	x
1084 Sep 23	BRH 17	LFM 66	Pere Vidal, Ramon Vidal, Sanz			x	x	x
1085 Aug 16	BRH 25	LFM 98	Rafart Guitard, Guillem, Tedball		x	x	x	x
1086 Jan 22	BRH 28		Ermengol c/ Urgell	x	x	x	x	
1087 Nov 21	BRH 43	LFM 104	Guillem Ez, Guilbert Ez	x	x		x	x
1088 Mar		LFM 102	Orset Drocho	x	x	x	x	x
1088 Jun 12	BRH 54	LFM 67/62	Tedball Ramon de Orcau	x	x	x	x	x
1090 Jan 16	BRH 64		Ermengol c/ Urgell	x	x	x		x
1090 May 29	BRH 67	LFM 71	Bernat Mir de Naslia	x	x	x	x	x
1093 Jul 20	BRH 26/Extra. 3293	LFM 51	Ramon c/ Pallars Sobirà	x	x	x	x	x
1082x93 Feb 22	BRH 85		Gerbert vc/ Vilamur ?				x	
1043x98	RBI sd 16	LFM 88	Bonfill					x
1043x98		LFM 105	Bernat Hug	x				x
1053x98	RBI sd 24		Ramon Gerbert	x				x
1055x98	RBI sd 25	LFM 106	Ermessenda de Sancta Arada, Oliver	x				x
1055x98		LFM 81	Amáu Odger					
1061x98	RBI sd 22	LFM 80	Dod, Oliver	x	x	x	x	x
1061x98	RBI sd 27	LFM 135	Gerbert, Udaldard	x	x	x	x	x
1075x98	Extra. 3252	LFM 108	Mir Guerreta					x
1075x98	RBI sd 26		Pere Roger, Pere Ramon, MirGuerreta	x				x
1075x98	RBI sd 28	LFM 133	Gerbert Bernat	x	x	x	x	x

Bonnassie = Bonnassie, "Les conventions," (as n. 1)

Key to table: 1: verbal invocation 2: comital subscription 3: other party subscription 4: other subscriptions 5: balanced formula

The beginnings of the use of *convenientiae* in Pallars Jussà are reasonably clear. Very few of the datable documents fall before 1060, and many of the undated documents can be dated to after 1055, the year of the marriage of Count Ramon to Valença de Tost. In the single convention from the reign of Ramon III, that count accepted the overlordship of Ermengol III of Urgell in return for a yearly payment.<sup>115</sup> The scribe of this document, dated 1040, is «Vitalis sacerdos.» Vidal enjoyed a long career in the service of Arnau Mir de Tost, and it is in that capacity that he penned the first three datable conventions of Ramon IV.<sup>116</sup> He may thus be said to have introduced the form into this region.

The diplomatic of the conventions of the count of Pallars Jussà differs markedly from the Barcelonese documents in several respects. A verbal invocation, almost always «In Dei nomine,» is present in thirty-six of the documents (65 percent), as opposed to only 7 percent of the documents of Ramon Berenguer I. While the use of the balanced title «Hec est convenientia que est facta inter» drops off sharply in the documents from Barcelona after c. 1058, in Pallars Jussà it remains the phrase of choice, more consistently so after c. 1072. In addition to the prepositions *cum* and *ad*, also found in the titles of documents from Barcelona, some of the conventions from Pallars use a term peculiar to this region: *apud* (> Fr. *avec*).<sup>117</sup> Only a slightly greater percentage of the documents include subscriptions (79 percent, as opposed to 67 percent in Barcelona), but in contrast to the conventions of Ramon Berenguer I, it is common to find in these the signatures of *both* principals, rather than just the party other than the count. As noted, many of these documents cannot be dated exactly, but some do contain dating clauses that lack one or more elements (month, day, year).<sup>118</sup> Several of the undated or partially dated documents are of the type recording a *baiulia* or *receptum*; others contain many vernacular terms or were written in a script of an inferior quality. All of these facts indicate poorly trained or inexperienced scribes.

The individuals appearing most often as parties to these conventions are Ramon's neighbors and frequent adversaries, the counts of Urgell and Pallars So-

115. RBI 48. There is also an oath of the form «Iuro ego» datable to this reign: RBorrell 119 [LFM 141].

116. RBI 141, 163, 168. Other documents involving Arnau Mir de Tost written by Vidal: Cebrià Baraut, «Els documents dels anys 1036-1050, de l'Arxiu Capitular de la Seu d'Urgell,» *Urgellia* 5 (1982), pp. 7-158, nos. 564 (a. 1042), 596 (a. 1046); *Diplomatari...Poblet* no. 5 (a. 1047); RBI 171-73 (a. 1055), 191 (a. 1056); BC 4118 (a. 1058). His distinctive monogram and circle-crosses can also be found on RBI 230, a convention between the counts of Barcelona and Urgell. The end of RBI 163 is illegible, but it is likely that this convention is Vidal's work, as well.

117. RBI sd 27; RBII 6, 42.3-4, 44.

118. E.g., RBI 208, sd 17, sd 19 («.iii. ebdomada de iulio»), sd 21-23, sd 27 («mense .madio. agno regnantem Philippo rege» (*sic*)); BRII 85; LFM 101.



birà.<sup>119</sup> The majority of the conventions, however, were contracted with the many castle-holding families of the region, including the viscomital family of Vilamur, the Bellera, and the Orcau.<sup>120</sup> Indeed, only six of the fifty-five documents do not deal explicitly with castles, either as the object of the convention, or as a guarantee.<sup>121</sup> Many of the conventions of Ramon IV correspond to the categories established above: commendation,<sup>122</sup> oath-convention,<sup>123</sup> treaty,<sup>124</sup> and promise.<sup>125</sup> Several, however, depart from this typology, including those establishing a unique form of *baiulia* or comital protection and procedural conventions used to regulate dispute settlement.<sup>126</sup> Furthermore, while in the commendations of Ramon Berenguer I the count's undertakings were limited to a grant of a castle, office, or lands, Ramon IV's commendations tend to include additional comital promises, such as one not to demand control (*potestas*) of the castle. The fact that Ramon's subordinates were in a position to ask for such concessions suggests that the differences in power between the count and his men were not as great as in Barcelona, and that these agreements were therefore more truly reciprocal.

In general, then, the conventions from Pallars Jussà exhibit a greater degree of formal balance, seen in the persistence of the balanced opening formula, as well as the frequent presence of the signatures of both parties to an agreement. This formal aspect is mirrored in the content of the documents: there are fewer documents in which only one party acts, and many of the documents, including treaties, are explicitly linked to the settlement of conflicts. Ramon IV used the *convenientia* and oath in a fashion similar to his neighbors to the southeast to order his relationships with his subordinates, allies, and adversaries, especially in dealing with castles. The power that he was in a position to exercise, however, was of a different degree.

### C. CERDANYA UNDER RAMON GUIFRÉ (1035-68) AND GUILLEM RAMON (1068-95)

Although a handful of documents of Ramon Guifré of Cerdanya survive -mostly in the *Liber feudorum Cerritaniae*, a thirteenth-century cartulary- only one of these is la-

119. Urgell: RBI 48; RBII 19; RBII 28, 64; cf. Extra. 3271. Pallars Sobirà: RBI 306, 378, 449, sd 17-20; RBIII 26 (=Extra. 3293).

120. Vilamur: RBI 354, sd 21; LFM 128; RBII 55; RBII 55; BRII 85; Bellera: Extra 3252; RBI sd 26. Orcau: RBI 208; BRII 54; LFM 65.

121. The exceptions are RBI sd 15, 29; LFM 66, 80, 98; BRII, 85.

122. RBI sd 24, 26; RBII 42.1-4, 44.

123. BRII 43, 85; Extra. 3252. A number of oaths with the form «Juro ego» survive, as well: LFM 70 and RBI sd 176-87 (177 = LFM 79; 184 = LFM 129; 185 = Valls-Taberner, «Els comtats», p. 133, n. 26; 187 = Valls-Taberner, «Els comtats», p. 138).

124. RBII 26 (=Extra. 3293); LFM 102 (clauses pertaining to recovery of Vall Ferrera).

125. BRII 25; LFM 105.

126. Kosto, «Making and Keeping Agreements», 202-6.

beled *convenientia*: an agreement with his brother, the bishop of Urgell, concerning *parias*, presented in the common balanced form.<sup>127</sup> With the beginning of the reign of his son, Guillem, *convenientiae* similar to those of the counts of Barcelona and Pallars appear: two more with the bishop of Urgell, and three castle-holding conventions, one each with a viscount, a castellan, and a horseman (*caballarius*).<sup>128</sup> The two agreements with the bishop, both of which go beyond simple descriptions of the terms of castle holding, begin with the phrase «Hec est convenientia et placitum.» The same phrase may be found in the opening of the text of an agreement between Guillem and the party opposed to Berenguer Ramon II in 1084.<sup>129</sup> Earlier echoes of this phrase are present in an agreement (*brevis de placitum*) of 1064 between Ramon Guifré and the villagers of Merengs: «all the men of the said vill made a *placitum* or *convenientia*...the count and countess made a *placitum* and *conventum* with all the men of the said vill.»<sup>130</sup> In Cerdanya, then, agreements other than those concerning simply the tenure of castles employ the term *placitum*, alongside or independently of *convenientia*.<sup>131</sup> All seven of these agreements have balanced titles. None include invocations, while only three have dating clauses and subscriptions.

Despite the fact that no castle-holding conventions survive from the reign of Ramon Guifré, it would be incorrect to argue that he did not set down the terms of relationships with his subordinates in written documents. Some twenty oaths record this activity. The oaths break down into two categories: three shorter oaths, beginning with the standard formula «Iuro ego,» and ten generally longer oaths beginning «De ista ora in antea.» The long-form oaths are considerably more detailed than the shorter oaths, and while they do not contain promises of feudal services, they do contain clauses prohibiting other alliances or mandating renewal of the oath to the count's heir within a certain number of days following the count's death. Some of these documents include lists of witnesses (*visores, auditores*); others are even dated.<sup>132</sup> With this level of detail and formality, the written oath may have substituted in the Cerdanya of Ramon Guifré for the *convenientia*.

127. RBI sd 30 (LFM 586). The surviving document is the top half of a chirograph, which appears to be separated by the phrase «(D)IVIDE:EAS:»(!).

128. LFM 218, 219, 534, 598, 627.

129. Partially transcribed in Pujades, *Crónica*, 8:53-54, and Bofarull, *Los condes*, 2:132-33. The original may be in the Cardona archive at Seville (Archivo Ducal de la Medinaceli).

130. LFM 591: «faciunt placitum vel convenientiam omnes homines de predicta villa... comes et comitissa faciunt placitum et conventum cum omnes homines de iam dicta villa.»

131. Cf. LFM 566, 595.

132. Long form: RBI sd 193 (LFM 593); LFM 532, 554, 556, 581, 594, 596, 597, 653, 683. Short form: LFM 537, 585, 592. Additional oaths not considered: RBI sd 188-90, 194-95; LFM 573-74 (notices only). In the printed edition of the LFM, the oaths with the form «Iuro ego» range from 11-23 lines, with an average length of 17.6 lines, while the «De ista ora» variety range from 21 to 89 lines, with an average length of 53.3. A similar split is evident in the oaths to Ramon Berenguer I and/or his wives, although these oaths are all of the «Iuro ego» type. Of the sixty-two oaths printed in the LFM, twenty-seven (43 percent) are between 8 and 21 lines long, nine (15 percent) are

This tradition may date back to the time of Ramon Guifré's father. The first document in the *Liber feudorum Cerritaniae* is a long oath with the form «de ista ora» for the castles of Sant Esteve and Castellfolit.<sup>133</sup>

The use of the long-form oath continued under Guillem Ramon, but the documentary situation in this reign is much more complex. The overall impression gained from the documentation is one of irregularity in formulas, in which oath, convention and *placitum* overlap. There are many more short oaths, and the «Iuro ego»/«De ista ora» distinction breaks down.<sup>134</sup> Each of the five conventions from Guillem's reign has an associated oath, but three of these are short-form and two are long-form, thus it is impossible to suggest that the short-form oath was an adjunct of a separate *convenientia* and the long-form oath was a replacement for it. One of the *convenientiae* ends with a sanctification formula, «Per Deum et hec sancta,» more commonly found in oaths; a promise and pledge, which in the documentation from Barcelona would have been couched in the form of a *convenientia*, here becomes a *noticia rememoracionis*.<sup>135</sup> The use of the written word in organizing power was strong in Cerdanya, but the forms the writing took were different.

#### D. OTHER COUNTIES

##### 1. Urgell

Of the remaining counties, Urgell supplies the most *convenientiae*: fourteen, half of which are with the counts of Barcelona. This is nevertheless a very small number considering the proportion of conventions from before 1050 associated with this county.<sup>136</sup> Of the six conventions between the counts of Urgell and Ramon Berenguer I, five were composed during the reign of Ermengol III (1038-66).

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between 27 and 31 lines long, and twenty-six (42 percent) are between 37 and 72 lines long. The mean length is 34 lines (median 30). These results are skewed by the presence in many of the longer oaths of the stock listing of the counties, bishoprics, and major castles of the counts of Barcelona.

133. LFM 531.

134. RBII 72, 77-79, 83 [LFM 562, 564-65, 582, 655]; LFM 220 = 551, 221 = 553, 411 = 536, 533, 546, 588, 599-606, 625-26, 628-29, 636-41, 654, 659, 662, 664, 668, 675, 686-87. Oaths not considered: RBII 75, 80-82. LFM 563, 575 are notices. There are 37 oaths in the printed edition of the LFM, ranging from 8 to 82 lines in length, with a mean of 33 and a median of 31 (very close to the numbers for Barcelona). Fourteen of the oaths are longer than 40 lines.

135. LFM 534, 555.

136. Seventeen of fifty (34 percent). See Kostó, «Making and Keeping Agreements,» 133-34 (Table 2.3).

Five additional conventions survive from the records of this count: a group of three transactions with Arnau Mir de Tost in 1057-58 and two conventions between the count and Bishop Guillem of Urgell.<sup>137</sup> The first of the agreements with Arnau describes the conditions under which Arnau held the castle of Castserris from the count; the second two created an alliance between the two, for which they exchanged castles as pledges. The agreements with the bishop record a pledge to keep a promise to hand over the castle of Solsona (1054) and a general promise of the count to protect the episcopal patrimony. The latter undertaking was backed up by a substantial grant of hostages (1061). The *convenientia* with Ramon Berenguer I and a second with his sons are the only ones remaining from the reign of the next count, Ermengol IV (1066-92).<sup>138</sup> From the brief reign of his son, Ermengol V (1092-1102), there are two more, both castle-holding agreements. One of these was concluded with Pedro I Sancho, king of Aragon and count of Ribagorça and Sobrarbe (1094-1104).<sup>139</sup> Twelve of these fourteen conventions from Urgell employ a balanced formula, including all four from the last two reigns. Of the conventions *not* concluded with counts of Barcelona, all but one have a dating clause and subscriptions. The three agreements with Arnau Mir de Tost each have a verbal invocation, as well. Thus in Urgell, as in Pallars Jussà, scribes treated the *convenientia* as a more formal type than did their counterparts in Barcelona.

## 2. Besalú

After the group of conventions from the 1050s concluded between Ramon Berenguer I and Guillem II of Besalú, which appear to have been established through the initiative of the count of Barcelona, no conventions of the counts of this region survive until the association of Bernat III, the last independent count of Besalú, to the comital seat aside his uncle Bernat II. The four that survive from the period (1086, 1087, 1089, 1099), including two commendations and two general oath-conventions, do not follow a single formula. Three have a balanced opening phrase, none include an invocation, verbal or otherwise, and all are dated. The two documents without subscriptions list witnesses, «visores et auditores» in

137. BC 4118 (two documents with same date on one parchment), 4133; Cebrià Baraut, «Els documents, dels anys 1051-1075, de l'Arxiu Capitular de La Seu d'Urgell,» *Urgellia* 6 (1983), pp. 7-243, nos. 672, 733.

138. Extra. 4726; RBII 69.

139. BC 4561; BC, MS. 941, f. 482 [Eduardo Corredra, *El archivo de Ager y Caresmar* (Balaguer, 1978), nos. 7-8]. I was unable to locate the original of the latter document in the BC. Caresmar's transcription notes that it is written «con letra gótica,» perhaps referring to the more Visigothic-influenced script of the Aragonese court.

one case, and an individual «in presentia» in the other.<sup>140</sup> It is difficult to judge how representative this sample is, since the surviving documentation from this period for Besalú is limited and primarily ecclesiastical. There is an extensive collective oath datable to 1093x1111 that includes the names of some twenty individuals and castles, but only one additional oath or convention has survived.<sup>141</sup>

### 3. *Empúries and Roussillon*

Between 1069 and 1078, the counts of Empúries and Roussillon recorded a (proposed?) agreement in a document that begins «This is the notice (*notitia*) of the *convenientia* that count Ponç, who was the son of the countess Guila, promised and swore to count Guilabert, who is the son of the countess Adalaida»; an undated oath of Guilabert to Ponç refers to this agreement as «the *convenientiae* that I promise.»<sup>142</sup> In 1085, the agreement was renewed by the next count of Empúries, Hug II, with considerably expanded terms. The opening formula of this second convention corresponds more exactly to the norm («Hec est *conveniencia* quod ego, Ugo, facio tibi»). No corresponding oath has survived, but a separate *scriptura pignoracionis*, dated on the same day as the convention, sets out Hug's pledges for the agreement.<sup>143</sup> Many detailed oaths to Guilabert II, count of Roussillon, are preserved in the *Liber feudorum Cerritaniae*. These are not as extensive as the oaths to the counts of Cerdanya, but it is possible that as in Cerdanya oath and convention were merged into a single type of written record. A document from the long reign of the previous count, Gaufré II (1013-74), lists the pledges gran-

140. BR II 33 [LFM 498]: «Hec est *convenientia* rememoracionis placiti quod fue[runt?] Bernardus comes Bisulluni cum Bernardo torronis....Quod est factum....» BR II 42 [Monsalvatge y Fossas, *Noticias históricas*, vol. 15, no. 2205]: «Hec est *conveniencia* vel placitum factum inter comitem Bisinduni nomine Bernardum et fratrem eius Gauzfredum....Facta est....» BR II 70 [LFM 502]: «Hec est *convenientia* que ego Guilelmus Ugoni filius qui fuit Sancia femina ad te Bernardo comite filius qui fuisti Stephanie comitis, convenio tibi....Acta fuit ista *convenientia*.» RB III 62 [LFM 517]: «Hec est *convenientia* facta inter Bernardum gratia dei Bisillunensem comitem et Dalmacium Berengarii de Carmenco. Comendat....Acta *scriptura convenientiarum*.»

141. LFM 500. RB III 60 [LFM 503-4] records the donation of the castle of Navata to the count and the oath of the castellan Bernat Adalbert. Extra. 4738 may be an additional contemporary collective oath, or another version (draft?) of LFM 500.

142. Perpignan, Archives Départementales des Pyrénées-Orientales, B4 [B. Alart, *Cartulaire Roussillonnais* (Perpignan, 1880), no. 56]: «Haec est *notitia* de ipsa *convenientia* quod Pontius comes filius qui fuit Gila comitissa venit et iurat ad Gilabertum comitem filius qui est Adalaizis comitissa.» RB I sd 191 [LFM 697]: «ipsas *convenientias* que convenio.» Referring to the former, Alart (*Cartulaire Roussillonnais*, p. 83, n. 1) notes «Il y a dans ce document des articles barrés et des passages ajoutés.»

143. LFM 698, 699.

red by one of his men «that he should hold well those *convenientiae* or those oaths that he has sworn to him.»<sup>144</sup>

#### 4. Pallars Sobirà

The collections of Urgell, Gerri, Lavaix, and the Biblioteca de Catalunya contain significant numbers of documents of the counts of Pallars Sobirà, but aside from the agreements with the counts of Barcelona, Urgell and Pallars Jussà noted above, only one document has survived recording a possible eleventh-century *convenientia* of a count of Pallars Sobirà.<sup>145</sup>

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In addition to clarifying a number of obscure episodes and questions, detailed study of the *convenientia* supports two important conclusions. First, the change in surviving documentation from *placitum* to *convenientia* observed by Bonnassie was not simply a functional transition, a shift from dispute settlement before comital tribunals to «private» dispute settlement by means of written agreements; the change reflects a transformation in the structure and expression of comital power. This may be seen not only in the number of comital conventions, but also in their language and content. Second, while the *convenientia* was known throughout the Catalan counties in the latter half of the eleventh century, it was Ramon Berenguer I who put the form to the widest and most effective use. While it has been suggested that the counts —particularly the count of Barcelona, but to a lesser degree the counts of Pallars Jussà and Cerdanya, as well— rebuilt their authority after the fashion of their subordinates, the articulation of this authority with the written word —the use of writing as a technology of power— was an approach very much their own.

144. LFM 751: «ut bene teneat ipsas conveniencias vel ipsos sacramentos quos ei iuratos habet.» Additional oaths to Guilabert II, count of Roussillon (1074-1102): LFM 710, 720-25, 741-42, 759.

145. Extra. 3300 [Joaquím Miret i Sans, «Pro sermone plebeico,» *Boletín de la Real academia de buenas letras de Barcelona* 7 (1913-14), pp. 30-41, 101-15, 163-85, 229-51, 275-80, at 106 (transcription), 107 (reproduction)].