

ITALIAN LECTURE

*CONDOTTE AND CONDOTTIERI*  
IN THE THIRTEENTH CENTURY

BY DR. DANIEL P. WALEY

Read 26 November 1975

I

IN 1836 the Reale Accademia delle Scienze of Turin announced a prize to be awarded for a historical work on the origin and development of the mercenary companies in Italy. The winner was Ercole Ricotti, a young Lieutenant in the Piedmontese corps of engineers. Ricotti went on to write a *Storia delle Compagnie di Ventura in Italia*, dedicated to King Carlo Alberto, of which the first volume appeared in 1844, and which still holds the field as the standard general treatment of the topic.<sup>1</sup> In the intervening 140 years the origins of the military *condotta*, the contract of employment of the mercenary companies, have not been the subject of any published work and I do not feel that I need apologize for taking them as my subject this evening—particularly since I shall be depicting an important institution during a long period in which it has not hitherto, I think, been known to exist.

Some preliminaries concerning vocabulary are a necessity. The verb *conducere* (to 'take on' or 'hire') is ubiquitous in the thirteenth-century sources wherever city authorities discuss their military intentions, but the derivation of nouns from this verb appears to have been a slow process. In 1268 a German cavalryman petitioning the commune of Siena to procure his brother's release from captivity is described as 'fidelis conductus populi et communis Senensium'.<sup>2</sup> The word *conductio* (for

<sup>1</sup> E. Ricotti, *Storia delle Compagnie di Ventura in Italia* (Turin, 1893), I, xviii: 'Ricotti, Ercole' in *Enciclopedia Italiana*, xix, p. 278. M. Mallett, *Mercenaries and their Masters* (London, 1974) is an excellent, though not a 'standard', work.

<sup>2</sup> Archivio di Stato, Siena (hereafter ASS), Consiglio Generale (hereafter CG) 12, 'Allegato E' after f. 72<sup>v</sup>. I was assisted in my visit to this and other archives in 1975 by a European Exchange Grant from the British Academy. I wish to thank also for their help the staffs of the Archivi di Stato of Siena, Bologna, Turin, and Perugia.

'hiring') is found soon after and precedes the ultimately victorious form *conducta* (in Italian *condotta*) for the contract itself: this is to be found in the early fourteenth century, for instance in the title of the *ufficiales conducte*, an office mentioned in a Florentine statute of 1321.<sup>1</sup>

My treatment of *condotte* and *condottieri* before the 'age of the condottieri' will be based principally upon twenty *condotte* of the thirteenth century of which the full text has survived. There are other contracts of which the terms, in whole or in part, can be deduced from references in chronicles or elsewhere,<sup>2</sup> but the survival of twenty early contracts *in toto* makes it preferable, I think, to work from these full texts. Only two of these contracts have been published and there must surely be many *condotte* in the archives which have escaped my researches. The survival of such material is of course a matter of chance. No fewer than eleven of the twenty contracts relate to Bologna and all of these are from the years 1294-6;<sup>3</sup> a far greater number of thirteenth-century contracts, now lost, must once have existed. The twenty have, however, the advantage of representing quite widely separated regions. Apart from the eleven from the Emilian capital, six are from Tuscany (five from Siena, of various years between 1253 and 1301, one—of 1277—from Florence), two from Piedmont (one of 1261 from Alessandria, one of 1290 from Asti) and lastly one from the March of Ancona (Matelica, 1293).

I must emphasize that all these contracts relate to the recruitment of bodies of men. Mercenaries could of course be recruited individually—such arrangements were common in the thirteenth century and remained so for some time thereafter—but in this lecture I am solely concerned with bands or companies taken on through a contract between a commune and a contractor or *condottiere*.

<sup>1</sup> *Archivio Storico Italiano*, lxxviii (1920), p. 104. *Statuti della Repubblica Fiorentina*, ed. R. Caggese (Florence, 1910-21), i, pp. 331-2, 336-9; ii, pp. 417-21. For *ufficiales super conducta* at Perugia in 1332 see *Archivio Storico del Comune di Perugia. Inventario* (Rome, 1956), p. 16.

<sup>2</sup> For some of these see D. Waley, *The Italian City-Republics* (London, 1969), p. 132.

<sup>3</sup> I owe particular thanks to Dr. J. K. Hyde for a reference which helped me to trace several of the Bolognese *condotte*.

## LIST OF CONDOTTE

1. Siena, 27 September 1253 (ASS, Archivio Generale dei Contratti) Spoleto, 87 cavalry, 2 months.
2. Siena, 7 October 1253 (ibid.) Pistoia, 45 cavalry, 2 months.
3. Alessandria, 22 January 1261 (AST, Monferrato Feudi, v, 16) 50 cavalry, 1 year.
4. Florence, 5 May 1277 (ASF, Coperte di Libri, n. 1: to be published in *Rivista Storica Italiana*, lxxxvii) 100 cavalry.
5. Siena, 24-25 December 1282 (ASS, Dipl., Rif. perg. n. 1030) 25 cavalry, 2 months+?6.
6. Asti, 25 April 1290 (*Codex Astensis*, ed. Q. Sella, Rome, 1880-7, iv, pp. 48-9) Le Bourget, dép. Savoie, France, 400 cavalry (max.), 3 months+.
7. Matelica, 1293 (C. Acquacotta, *Memorie di Matelica*, Ancona, 1838, pp. 158-9) 25 cavalry, 3 months.
8. Siena, 26 February 1294 (ASS, Dipl., Rif. perg. n. 1156) Lucca, 25 cavalry, 6 months.
9. Bologna, 13 May 1294 (ASB, Comune, Amministrazione dell' Estimo, Liber Diversorum (41), ff. 1-6) 100 cavalry, of whom 20+ crossbowmen, 1 year?
10. Bologna, 28 December 1294 (ASB, Provvisioni, Consigli Minori, ii, f. 307) 25 cavalry, 6 months.
11. Bologna, 15 April 1296 (ASB, Comune, Diritti ed Oneri, serie 1, Convenzioni, trattati, obbligazioni, serie cron. sciolta, Busta I (1288-1350), f. 1 of ff. marked 'n. 78, ff. 33-4') 40 cavalry, 3 months.
12. Bologna, 16 April 1296 (ibid., f. 1<sup>v</sup>) 40 cavalry, 3 months.
13. Bologna, same date (ibid., ff. 1<sup>v</sup>-2) 50 crossbowmen, 3 months.
14. Bologna, same date (ibid., f. 2) 50 crossbowmen, 3 months.
15. Bologna, 17 April 1296 (ibid., f. 1<sup>v</sup>) 25 cavalry, 3 months.
16. Bologna, 4 June 1296 (ibid., Busta I as above, ff. 1 and 1<sup>v</sup> of ff. marked 'n. 80, ff. 201-202') 50 cavalry, 6 months.
17. Bologna, same date (ibid., ff. 1<sup>v</sup>-2) 27 cavalry, 6 months.
18. Bologna, same date (ibid., f. 2) no number given, 6 months.
19. Bologna, 26 June 1296 (ibid., f. 2<sup>v</sup>) 100 infantry, 4 months.
20. Siena, 1 March 1301 (ASS, Archivio Generale dei Contratti) Ripatransone, 25 cavalry, 6 months.

*Note:* The contracting power is named first, the place of the contract, if elsewhere, after the brackets, with the number of men and duration, when these are specified.

The contract being in its earliest stage of development, it is natural that these *condotte* should have varied greatly in length and content. Certain matters, however, are mentioned in virtually all of them. All but one specify the number of men

being recruited. In a very considerable majority of cases the numbers are 100, 50, 40, or 25, the striking exception being the *condotta* (6) whereby Count Amedeo of Savoy, in 1290, promised Asti the service of 'not more than four hundred' extra cavalrymen. A large majority of the companies are of cavalry only, though two contracts relate to bodies of fifty crossbowmen and one to 100 infantry (13, 14, 19). The length of the period of engagement is normally quite specific, though again there is one exception (4). It is never less than two months, never more than one year; three months or six are the commonest terms. Sometimes the initial period is followed by the option of re-engagement; for example Siena hired a band of twenty-five in December 1282 for two months 'and thereafter for a further six months or as great a part thereof as the Fifteen Governors and Defenders of the Commune and People of Siena shall wish' (5). The period of paid employment might include a specified number of days spent in travelling to and from the employing city or the place of the campaign (1, 10, 20). All *condotte* specified the rate of pay of the men employed,<sup>1</sup> normally in the form of a monthly wage for each individual: this varied, for cavalry, between £6 and £12, with supplementation for a man who had a rouncey or a second warhorse which might bring his pay as high as £15 a month. More rarely the *condottiere* received a lump sum from which he was to pay the wages of his men—this applies to Alessandria's agreement with its captain-podestà the 'Bastardino' of Montferrat in 1261 and to Asti's with the Count of Savoy in 1290, as well as to Siena's with the Bolognese leader of a band of twenty-five recruited to serve in Sardinia with the Judge of Gallura (3, 6, 8). The commander might receive a salary much higher than that of his men; thus Bologna in 1294 promised to pay Filippo Gonfalonieri of Milan £50 a month, as against his men's £8 (10). The rate of pay for the infantrymen employed by the Bolognese, some of whom were crossbowmen, was £4. 10s. a month (11, 15, 19). It was an almost invariable rule—an early instance, this, of 'common form' in *condotte*—that pay was received at two-monthly intervals, except that it was paid in advance for the first two-month period and thereafter in arrears.

Another almost invariable feature was the *mendum*, or compensation, offered to the cavalrymen in the event of their horses

<sup>1</sup> Unfortunately no rate of pay is legible in 2, which is faded and in poor condition.

suffering death or injury. One of the Sienese contracts (8) is an apparent exception to this, and confirmation that cities could still seek to omit this costly provision comes from Florence's instruction to emissaries sent out in 1260 to recruit cavalry, that no clause committing the city to pay compensation for horses killed or injured should be offered, though if necessary it was to be conceded.<sup>1</sup> The value of each horse for purposes of compensation was fixed by agreement with specially appointed officials of the employing commune. It was very common for the *condotta* to specify a minimum value (to insist on the quality of the mounts) or a maximum (to ensure that the total compensation due could not be too burdensome), rare (but see 20) for it to specify both.

An eventuality mentioned in most contracts was the capture of prisoners and booty. The usual arrangement was that prisoners were to be handed over to the authorities of the contracting city, the individual captor receiving compensation which varied according to the rank of the prisoners. Several of the *condotte* set out a scale for these payments, usually beginning at £10 (though sometimes going as low as £5 or £3) for a foot-soldier, rising to £25 for a cavalryman and even to £100 in the case of a high official or feudal magnate (1-4, 9-18). Other 'perquisites' could include the right to retain booty and double pay for days of battle—or of victorious battle (3, 7, 9, 12-19). As well as captors these men might find themselves captives and many of the *condotte* (2, 4, 7, 9, 11-15) contain clauses binding the contracting city to attempt to secure such a man's release by exchange.

The *condotta* normally fixed also the number of horses; each cavalryman had to have his own warhorse and quite often a lighter horse (*roncinus*, rouncey) as well, though occasionally thirty, or even ten, rounceys were considered adequate for 100 cavalry (4, 9). Some *condotte*, though not most, went into considerable detail about arms, armour, and horse-armour, mentioning, for example, types of shield, swords, daggers, lances and, above all, armour covering the legs, hands, throat, and head (4, 9, 20).

Jurisdiction in cases involving the members of the bands is the subject of definition in several of the *condotte*. The podestà of Florence was given full powers to punish offences arising from disputes within the band of Inghilese of Saint-Rémy (4), but it was probably more orthodox to attempt a division of jurisdiction

<sup>1</sup> *Il Libro di Montaperti*, ed. C. Paoli (Florence, 1889), pp. 38-41.

between the employing authority and the company's own commander; such a division will be discussed shortly. Disputes concerning booty might be the subject of special provisions and the Bolognese gave their companies temporary immunity from actions concerning debt (11-15).

Clauses regarding the political affiliations of the men employed are of interest, even if one doubts their efficacy. The Sienese made Ugolino of Ripatransone, commander of a band of twenty-five, take an oath, 'that he was and is a faithful and continual supporter of the Holy Roman Church and the Guelf party and that he will continue to recruit companies of the same sort' (20). On occasion Bologna not only insisted that its mercenaries should be *de parte Ecclesie* and supporters of the Geremei, the great Guelf family, but that they should not have served the city or any of its neighbours during the previous ten years, nor themselves come from a neighbouring city (9, 10). The Bolognese might also insist that their employees should deposit an appropriate financial pledge for their good behaviour (9, 11-15).

So much for the composition of the conventional *condotta* of the thirteenth century. Specific *ad hoc* clauses in the contracts were also common. Thus the Sienese resolved in 1270 to recruit sixty French cavalymen whose conditions of employment were to include the obligation to swear an oath 'not to offend the house of San Galgano nor to take any of the property of that house and not to commit any war, robbery or usurpation against anyone' except the rebels at Fornoli.<sup>1</sup> The circumstances of recruitment are also reflected in an *ad hoc* clause in the Florentine *condotta* of 1277 which promised a loan to the Provençal *condottiere* Inghilese of Saint-Rémy (4).

Generalization about the 'typical' thirteenth-century *condotta* may seem somewhat abstract. As a specific instance I shall now summarize the principal terms of the contract agreed on 13 May 1294 between the commune of Bologna and the four constables (commanders) of a band (*maxenata*) hired by the city for one year (9). The deed has the advantage of being exceptionally detailed; indeed it runs to nearly 4,000 words and is far longer than the normal *condotte* of the later fourteenth and the fifteenth centuries, which could be brief because, as Dr. Mallett has explained, it then became 'rare for much . . . administrative detail to appear', 'all states had their regulations

<sup>1</sup> ASS, CG 13, ff. 74<sup>v</sup>-75, 76<sup>v</sup>; 14, f. 12<sup>v</sup>. S. Galgano is the great Cistercian abbey south-west of Siena.

for the employment and control of mercenaries . . . an oath to observe these was often all that the individual contracts would contain'.<sup>1</sup>

Bologna's four 'constables' (who were respectively from Verona, Mantua, Busseto near Parma, and Parma itself) and the city's officials and proctors made a series of promises to each other, relating to a period of one year's service and to be kept on pain of paying a fine of £1,000, each party offering its entire property as a pledge for its observance of the contract. The four constables were to serve Bologna (or whomever Bologna wished them to serve), whenever requested, with twenty-five cavalrymen each. The men were to be supporters of the Church and the Geremei, to be from places at least fifty miles distant from the city and to have received the approval of a specially appointed commission of *savi*; any constable recruiting a man who failed to meet these conditions, who was from a Ghibelline city, or had been banished as a Ghibelline, was to be fined £50, the man himself being expelled from the band. Each troop of twenty-five had to include at least five horsed crossbowmen; two of them had also to include a trumpeter and the other two a drummer. The normal rate of pay was to be £6 per month, with double pay for the constables.

Payment for the first two-month period was to be made within a week of the first muster; thereafter pay would be received retrospectively, ten days before the end of each period. Within four days of the contract being agreed, the constables were to 'hand over' their force. A nominal roll was to be drawn up (by notaries for each party) of the mercenaries themselves, their horses and arms; each party was to keep a copy, these being sealed with the seal of the commune and that of the four constables.<sup>2</sup> The nominal roll was to be checked by a weekly muster if the force was serving away from Bologna, at least fortnightly if it was stationed in the city, or more often if its officials wished.

<sup>1</sup> Mallett, *Mercenaries and their Masters*, pp. 81, 86. Characteristic *condotte* of the later period, such as those published in Ricotti, *Storia delle Compagnie di Ventura in Italia* (1893 edn.), i, pp. 426-8, 438-42, and in G. Canestrini, *Documenti per servire alla Storia della Milizia Italiana* (Florence, 1851=*Arch. Stor. Ital.* xv), pp. 133-42, 146-55, tend to be between 1,000 and 3,000 words in length.

<sup>2</sup> For the seal of the company of Micheletto Attendolo see M. Del Treppo, 'Gli aspetti organizzativi, economici e sociali di una Compagnia di Ventura italiana', *Rivista Storica Italiana*, lxxxv (1973), p. 259. Possession of a personal seal did not imply knightly or armigerous status in Italy.

No fewer than eight clauses in this contract are concerned with the *mendum*, the compensation for horses killed or injured. The animals were to be valued—none was to be put at more than £40—by four representatives of the commune and two of the mercenaries. This valuation was to be agreed within the next ten days and until it had been completed the bands could not be sent on service. Compensation was always to be paid within ten days of becoming due (claims had to be made within one day of the death or injury) and recipients of compensation were to purchase a substitute mount worth at least £40 within four days. The war-horses had to be branded with a special mark and they could not be sold or hired out except with special permission.

The mercenaries were to notify Bologna of all prisoners taken and, if required by the podestà, to hand these over to the city on payment of an appropriate sum on a scale rising from £10 to £100. If payment was not received the prisoners became the property of their captors. Failure to hand over captives was punishable by a fine rising from £100 in the case of an infantry prisoner to £300 for a cavalryman. Mercenaries taken prisoner when serving Bologna would be allowed to gain their liberty by exchange whenever possible, but if any ransom was paid the sum had to be reimbursed to the city.

The arms, armour, and even harness that the men were to possess is specified in unusual detail. Each was to have a long lance, a sword, and an iron knife or poignard, also a shield and a full suit of armour including helmet or basinet, body and leg armour (*panceria* and *gambaria* or greaves or a breast-plate with apron), with iron gauntlets. The city had the obligation of providing ammunition for the crossbows. Any booty taken by the mercenaries—including horses and weapons—from enemies of Bologna became their property. The four constables possessed 'full jurisdiction' over their men, but could not inflict punishment on their persons in Bolognese territory. The podestà of Bologna had no jurisdiction in civil or criminal suits involving the mercenaries alone, but he had the sole power to inflict personal punishment on them and he had competence in the following cases: homicide, wounding by a weapon with loss of blood, and involvement in a riot.

This *condotta* is an ill-organized document and concludes with three clauses thrown in evidently as afterthoughts. The mercenaries were not to bear offensive weapons in the city of Bologna. Their horses could not be mortgaged for the repay-



ment of loans. And the horses were not to be ones belonging to Bolognese citizens; any offence against this was to be punished by amputation of the horse's foot, as well as by a fine.

## II

It is the characteristic of the *condottiere*, of course, that he is a contractor, an entrepreneur. In the contract that I have been discussing there are four constables, four entrepreneurs; but the point holds that they are recruiting agents and middle men between the employing city and its soldiery. In some ways the closest analogy is perhaps with the *locator*, the organizer who recruited inhabitants to populate and farm newly settled land such as the German-Slav borders.<sup>1</sup> But the nearest military analogy is with the holder of a money-fief, since it is the essence of the *condottiere's* position that he recruits, that he raises men as well as commanding them and in general assuming responsibility for them.<sup>2</sup>

The advantages to be derived from employing a military entrepreneur are sufficiently obvious, but an example may be given of the cumbersome technique which individual recruitment and employment involved. In July 1229 the commune of Alba recruited sixty-nine cavalymen, with the assistance of its powerful ally Milan, to serve in Piedmont. The recording of the sixty-six separate contracts agreed with these men was the work of several notaries, operating (in Milan) in several locations, over three days. The sixty-six promises received were recorded on twenty-seven strips of parchment, most of these being some nine inches wide and up to about two feet long; something in the region of fifty feet of parchment—and corresponding 'notary-hours', not to mention the time of guarantors and witnesses—was used to record the contracts reached with a mere handful of men.<sup>3</sup>

<sup>1</sup> See *Cambridge Economic History of Europe*, i. edn. 2 (Cambridge, 1966), pp. 86 ff., 462 ff.

<sup>2</sup> For the money-fief see B. D. Lyon, *From Fief to Indenture* (Cambridge Mass., 1957). Professor Lyon emphasizes (p. 242) that a main purpose of the money-fief was 'providing easy access to . . . rich recruiting grounds'.

<sup>3</sup> Archivio di Stato, Turin (hereafter AST), Monferrato Feudi, ii, n. 13: discussed and partly published by P. Vayra in *Archivio Storico Lombardo*, x (1883), pp. 413–22. For another published contract with a number of individual cavalymen (Massa Marittima, 1267) see H. Niese, 'Zur Geschichte des deutschen Soldrittertums in Italien', *Quellen u. Forschungen aus Italienschen Archiven*, viii (1905), pp. 239–48.

At least the Milanese authorities had assisted in the process of recruitment in this instance, however clumsy the final formalities may have been. One of the wasteful features of the system of individual recruitment was that it normally implied sending men as recruiting agents wandering over the face of Italy in search of likely mercenaries.<sup>1</sup> It cannot often have been possible to find and maintain 'contact men' in other cities to perform this function, though Perugia did possess such an agent in Rieti: over a period of some twenty years, beginning around 1240, Matteo di Mauro of Rieti brought occasional military aid to Perugia in the form of a small personal mercenary force of about twenty men.<sup>2</sup>

The men provided by these entrepreneurs were usually—though not invariably—horse-soldiers. It would be wrong to think of them as necessarily engaged as campaigners in the numberless inter-communal wars of thirteenth-century Italy. Frequently their role was primarily a policing one or at least involved police functions. The men whom the Sieneese compelled to swear an oath that they would not molest the lands of the abbey of S. Galgano were needed to fight Siena's own 'rebellious' subjects.<sup>3</sup> The great expanses of Siena's subject-territory—and those of many another city—teemed with rebels, outlaws, contumacious criminals, bands of lawless men. Hence the need for a considerable force of *berrovieri*<sup>4</sup> or police, to assist in securing obedience to the law, the payment of taxes, and so on. In 1270, the year of the oath concerning S. Galgano, the Sieneese council decided to place a member of the podestà's household in command of twenty-five *berrovieri*, of whom ten were to be archers. A little later it was thought that fifty would be needed.<sup>5</sup> Four years after this a podestà petitioned that the normal strength of his force of *berrovieri* should be raised from twenty to twenty-six, and twenty years later still Siena's podestà had sixty *berrovieri* and the Captain ten.<sup>6</sup> The twenty-

<sup>1</sup> For some examples see N. Rubinstein (ed.), *Florentine Studies* (London, 1968), pp. 73, 79–80.

<sup>2</sup> *Reformationes Communis Perusii q. extant a. MCCLXII*, ed. U. Nicolini, O.F.M. (Perugia, 1969), pp. 85–104.

<sup>3</sup> The 'rebellion' may have been merely fiscal obduracy. See above, p. 342.

<sup>4</sup> See Ducange, *Glossarium* ad 'Berroerius', etc. An early use in the vernacular is in G. Villani, *Cronica*, vii. 79 ('fu ordinato a' detti priori sei berrovieri e sei messi . . .'). The later Italian form is, of course, *sbirri*.

<sup>5</sup> ASS, CG 13, ff. 8<sup>v</sup>, 14<sup>v</sup>.

<sup>6</sup> ASS, CG 18, 'allegato U' after f. 121<sup>v</sup>; CG 47, ff. 16<sup>v</sup>–17<sup>v</sup>, 19. On Siena's police see also W. M. Bowsky, 'The Medieval Commune and Inter-

five horsemen, under Filippo Gonfalonieri of Milan, taken on by Bologna in December 1294 (10) were specifically hired for six months 'to capture and pursue those who have been outlawed for criminal actions or for other reasons by the commune and people of Bologna'. Hence the insistence on their total commitment to the Guelf cause and freedom from any possible local attachment, that they should not parley with any outlaw on pain of a fine of at least £100, and so on. Hence also the promise of a reward to be paid for any outlaw captured 'in accordance with the terms of the statutes of the commune'. Arrangements whereby officials taking up communal posts were accompanied by households comprising military, as well as a domestic and judicial elements, were of course general. The *Chronicon Parmense* was remarking on nothing exceptional in noting that in 1295 Ugolino dei Rossi held office as senator of Rome 'and there was a large company of knights, judges, notaries, cavalry and infantry soldiers (*soldatorum*) and squires (*domicelli*) and other familiars, most of whom were from Parma'.<sup>1</sup>

The step was a small one from having a permanent police force serving under an executive-judicial official of the commune to appointing an official whose functions formally included military command. Hence the advent of the Captain of War, the 'Capitano di Guerra'. This institution is to be found in many cities in the second half of the thirteenth century, though nowhere did it become a permanency at that period. War Captains are attested in Piedmont and Lombardy in the 1270s (e.g. at Vercelli and Alessandria in 1278), in Tuscany and Umbria in the 1280s (Foligno 1282, Perugia 1288, Pisa 1289), in Emilia in the 1290s (Bologna and Parma 1296).<sup>2</sup> Nor is the

nal Violence: Police Power and Public Safety in Siena, 1287-1355' in *American Historical Review*, lxxiii (1967), pp. 1-17, particularly p. 10, where Bowsky remarks that 'the same type of men, at times even the same men, who served Siena as police at other times served Siena and other communes as mercenary infantry, even under the same captains. This phenomenon might be investigated by future historians of the origins and development of the *Compagnie di Ventura* . . . '.

<sup>1</sup> *Rerum Italicarum Scriptores*, new series, ix, ix, p. 70.

<sup>2</sup> The Capitaneria di Guerra is an almost unexplored institution, but see E. Salzer, *Über die Anfänge der Signorie in Oberitalien* (Berlin, 1900), pp. 187-222. Sources for the examples given here are A. Bozzola in *Miscellanea di Storia Italiana*, s. iii, xix (1922), pp. 357, 368, 376 (Tortona, Milan, Vercelli): Salzer, op. cit., pp. 189 (Parma), 202 (Vercelli), 213-14 (Alessandria), 221-2 (Pisa). For Foligno see *Rerum Ital. Script.*, n.s. xxvi. ii, p. 16; for Parma, *Rer. Ital. Script.*, n.s. ix. ix, p. 75; for Bologna, *condotte* 12-19 in list above; for Perugia (1288), Arch. di Stato, Perugia (hereafter ASP), Massari 16, f. 69.

distinction between 'General Captain' (the 'Bastardino' of Montferrat whose *condotta* with Alessandria has already been mentioned was 'General Captain' of that city) and 'War Captain' always a clear one, still less the distinction between 'Captain' and 'Lord'. These early Captains were often *signori* in embryo, indeed the link between *condottierismo* and the *signoria* is a commonplace; one needs only to mention Uguccione della Faggiuola and Castruccio Castracane, 'tyrants' in Tuscany between 1314 and 1328.

### III

However evident the advantages to the city authorities of the *condotta* contract, these could only be reaped if men were available who were in a position to contract, to recruit and command a nucleus of armed men. In fact such nuclei—the *conestabilerie* ('constabularies') or *masnade*, to give the bands the names by which contemporaries knew them<sup>1</sup>—existed in the thirteenth century in two clearly contrasted forms. Bodies of German cavalry fought with Frederick II in the peninsula in the first half of the thirteenth century and remained a feature of the Italian scene in the 1250s and 1260s when the Hohenstaufen cause was sustained by Frederick's descendants, legitimate and illegitimate. The victorious contestant against that cause was the French house of Anjou and from the 1260s onwards the Provençal, French, and Catalan horsemen who comprised the main strength of the Angevin forces made up a second, even more important, element of organized immigrant military labour. In contrast to these bodies of 'alien' cavalymen and their commanders there stood a native tradition, based on the Italian landed magnate and his vassals; to that homespun social institution I shall return shortly.

The German bands must be mentioned only briefly here; I have traced no surviving *condotta* regarding them, though there is much material concerning their pay.<sup>2</sup> Considerable German cavalry forces served with the Ghibelline cities of Tuscany and Lombardy in the period of Manfred's challenge (1258–66) and German mercenary companies remained an important feature of the Lombard scene in the following decade and even beyond.<sup>3</sup>

<sup>1</sup> For these words see *Florentine Studies* (ed. Rubinstein), pp. 83–4.

<sup>2</sup> For example in the Biccherna series in ASS. The contract cited in p. 345 n. 3 above (published by Niese) is not a *condotta* by my definition.

<sup>3</sup> e.g. *Rerum Ital. Script.*, old series, xi, cols. 701–2, 706, 709.

The military aspect of the Guelf and Ghibelline systems of alliances—and indeed of other alliances—was the *tallia*, the ‘share’ borne by each participant in the league’s standing military force. Thus the Ghibelline Tuscan League (the *societas Tuscie*) at one time maintained 500 cavalymen, of whom Siena had agreed to pay 125, but in fact only paid 100. When there was talk, in 1261, of raising the force to 1,000, the Sienese hoped that their share would be the pay of 200 of these, though they were prepared if driven to it to run to 225 or even, as an extreme limit, 250.<sup>1</sup> Ghibellinism as a cause fell into decline after the 1260s, but with its revival in the time of Henry VII (1308–13) a Ghibelline *tallia* was again organized in Lombardy.<sup>2</sup>

The Tuscan Guelf *tallia* (*tallia militum societatis tallie Tuscie*, to give it its full name) is much better documented. Organized by the League after the victory of Benevento (1266), it involved the Angevin representative (vicar) in Tuscany as well as the member communes. The participants met at regular gatherings to review their military arrangements, which came to include the appointment of a Captain General for the *tallia*, an important command which normally lasted six months. In the first twenty years of the continuous history of this office (1285–1304) two of the holders were French, but the great majority were Italian feudatories; Farnese, Orsini, Malatesta, Malaspina are among the names.<sup>3</sup> The cavalymen themselves, however, were for the most part from Provence, France, or Catalonia. No doubt in the first place many were men who had taken part in Charles of Anjou’s successful expedition of 1265 and the subsequent campaigns in the Regno. In 1281 it was agreed that the *tallia*’s mercenaries should be *de lingua seu gente francigena seu ultramontana*, as well as *de parte guelfa*;<sup>4</sup> the second clause may have been little but a pious aspiration, but the first bears witness to the continuing presence of bands of ultramontane cavalymen.

Life as a cavalryman of this description cannot have been an easy one; even during the liveliest campaign there loomed the threatening spectre of peace and its concomitant unemployment.

<sup>1</sup> ASS, CG 10, ff. 66, 67<sup>v</sup>.

<sup>2</sup> Biblioteca della Società Storica Subalpina, lxxxvi (*Carte Varie*) (Pinerolo, 1916 = Corpus Chart. Italiae, lx), pp. 292–3.

<sup>3</sup> See L. Naldini, ‘La “tallia militum societatis tallie Tuscie” nella seconda metà del sec. XIII’, *Archivio Storico Italiano*, lxxviii (1920), pp. 75–113. For an incomplete list of the Captains General see *Florentine Studies*, pp. 82n.–83n.

<sup>4</sup> Naldini, *op. cit.*, p. 101.

An example will serve to illustrate this. On 26 June 1277 the Sienese Great Council debated the question of whether or not to continue for a further two months the employment of its mercenaries whose contract was due to expire four days thence, on 30 June.<sup>1</sup>

Who were the men who led this hand-to-mouth existence? One Provençal *condottiere* of the time, Inghilese of St. Rémy, I have mentioned already in connection with his contract with Florence of 1277 (4). He was in command of a band of fifty cavalry in Sienese pay with the Guelf *tallia* at the end of 1275,<sup>2</sup> eighteen months before he transferred—now with 100 men—to the Florentines, but I have been unable to follow his career outside this short period. A fairly brief *iter italicum* may have been common for such men. Another of whom we know something, a person of grander social origins, was Amauri of Narbonne, son of Aimeri V, viscount of Narbonne, and son-in-law of the lord of l'Isle Jourdain who had fought for Charles of Anjou at Benevento. Amauri came to Italy in 1289 in the company of King Charles II of Naples, both having previously been prisoners of the Aragonese, was knighted by the King at Florence, remained in that city and served as the Florentine commander in the victorious engagement at Campaldino, 11 June 1289, in which he was wounded. He continued in the service of Florence and (as its Captain General) of the Tuscan *tallia* from 1289 till the end of 1291. His force comprised at one time as many as 450 knights and 170 squires; many of his men were recruited in Provence, but others came from as far afield as Navarre and Champagne. When he returned home across the Alps in 1291 his total period of service as a *condottiere* in Italy had amounted only to some three and a half years.<sup>3</sup>

The fortunate survival of manuscript material—in particular of a notarial protocol—makes it possible to follow the much lengthier career of one thirteenth-century *condottiere*, William de la Torre, a Catalan. William can be traced in the service of Siena between 1277 and 1286, in that of Bologna in 1288–90 and of Florence in 1290–2, a total of fifteen years.<sup>4</sup> He was

<sup>1</sup> ASS, CG 21, ff. 103<sup>v</sup>–104<sup>v</sup>.

<sup>2</sup> ASS, Biccherna 63, f. 45<sup>v</sup>.

<sup>3</sup> For Amaury see *Florentine Studies*, pp. 87–8, 90–1.

<sup>4</sup> For the sources concerning William's career see *Florentine Studies*, pp. 88–90, to which should be added the manuscript references given in the following notes and Archivio di Stato, Bologna (hereafter ASB), Lettere del Comune, B. 1, Reg. 2, f. 8 (nn. 2–4), f. 14<sup>v</sup> (nn. 1–2), f. 17 (nn. 1–2) (March–June 1289).

clearly a man of powerful personality, as may be seen from his dealings with the Sieneſe. In October 1279 he conſented to remain in the commune's ſervice only on condition that he was granted a guide 'to teach (i.e. ſhow the way to) him and his men when they have to ride about the contado of Siena and other places on behalf of the commune'.<sup>1</sup> Seven years later William concluded his Sieneſe ſervice with an equally firm meſſage: 'Guillelmus Catelanus in dicto exercitu ſtare nolit . . .'.<sup>2</sup> But the man's ſucceſs in building up and holding together a band ſpeaks for itſelf. When he firſt comes into ſight in the Sieneſe records (1277) he is a member of the band of a Provençal conſtable, Bertrand of Fourcalquier. Two years later he had his own ſmall company, of twenty-two, which by 1282 he had built up to fifty and by 1285 to 114; then there were ſet-backs—in 1286 and again in 1289 his force ſuffered ſchiſms—but from 1290 he and a fellow conſtable, the Picard John 'de Cheſta', led a company of 100.

It is poſſible to trace the place of origin of about half the men in William's force in 1292. Of theſe fifty-two, much the largeſt element (28) conſiſted of Provençaux. There were eight Italians (all from northern or central Italy), eight men from northern France and Flanders, ſeven from what is now Spain, and a ſolitary Engliſhman, Conrad of London. It ſeems likely that the turnover of perſonnel muſt have been conſiderable, for only eight of theſe fifty-two men can be clearly identified (the forms of the names as recorded by the notaries ſet ſome problems) in a Bologneſe nominal roll of William's company as it ſtood four years before.

The internal life of William's company as it made its way in the late ſummer of 1292 from S. Miniato al Tedesco in Tuſcany acroſs the Apennines to Parma, Piacenza, and then Milan, is recorded thanks to the preſence among it of a paraſitic group of nine financiers with an attendant notary. Between them the moneylenders and their clients kept the notary tolerably buſy;

<sup>1</sup> ' . . . audita ambassiata Provenzani Ughi qui retulit Gullielmum Catalanum cum quo tractum habuit de masnada futura, eo instanti prece rogasse multum et dixisse quod ipse modo volebat unum de lingua latina qui eum at alios doceret per comitatum Sen' et alia loca cum se equitare opporretet pro communi et quod si non concederetur ei omnia hac non veniret. Sunt in plena concordia et stantivavit et confirmavit quod ipse Guillielmus Catali unus de lingua latina bonus et sufficiens et verus guelfus detur et concedetur ei dummodo sit de ipsius numero masnate . . .' (ASS, CG 23, f. 44).

<sup>2</sup> ASS, CG 31, f. 30v.

in all sixty-nine of the mercenaries were involved in transactions recorded during a two-month period. No fewer than 106 of these transactions were loans made by the moneylenders to William or his men. Those who got into serious straits sold their means of livelihood to the financiers, sometimes to enable the owners to repay their debts to them; eleven horses, two rounceys, and a mule changed hands in this way. And William himself was a man of business as well as of war, not above lending in Florence 'for usury' (the sum involved, £300, was a considerable one), and a constant provider of loans to his own men. When some of the bankers went home William purchased from them the right to receive their outstanding debts from members of his band; presumably he planned to recoup by withholding pay.

But it would be misleading to leave William on a hopeful note. The migration of his men from Tuscany to Milan in search of employment was a vain one. In Milan, now desperate, he gave his Florentine bankers *carte blanche*, committing himself to serve Bologna on whatever terms should be agreed with that city. A few days after the bankers had left, the notary, Cantapecchi, also returned to Florence. William failed to secure employment with the Bolognese and here our knowledge of him fails, after fifteen years, in circumstances, surely familiar ones, of uncertainty and apprehension.

#### IV

I come to the second type of band, to what I have referred to as the 'native tradition'. Reference to vassalage, retinues, and 'clients' will not, I hope, be thought paradoxical in speaking of northern and central Italy. 'Quid est baronia?', a witness was asked in a lawsuit involving the Count of Savoy (1285), and the reply came: 'baronia est quando quis habet sub se castellanos feudatarios et vassallos et quando tales vadunt in exercitum et cavalcatum pro eo'.<sup>1</sup> Or who better to quote than the arch-critic of the mercenaries, *malleus soldatorum*? 'Gentlemen', he tells us, are people who can live off their rents without having to work for a living, but more pernicious still are those who also 'command castles and have subjects who obey them'. 'Di queste due spezie di uomini ne sono pieni il regno di Napoli, Terra di Roma, la Romagna e la Lombardia.'<sup>2</sup>

<sup>1</sup> Biblioteca della Soc. Stor. Subalp., lxxxvi (cited above, p. 349, n. 2), p. 226.

<sup>2</sup> N. Machiavelli, *Discorsi sopra la prima deca di Tito Livio*, I. lv.



The charters and account-books of thirteenth-century Piedmont are crammed with references to vassals, feudatories, *clientes*. In such a context, it has to be confessed, the line between a *condotta* contract and the military clauses of an alliance between baron and commune is not an easy one to draw. The agreements prevailing in 1290 between Count Amedeo of Savoy and the city of Asti will illustrate this point. In April of that year the Count, then at his castle of Le Bourget in Savoy, agreed to bring to Asti, for three months' service, a mercenary cavalry force of 'up to four hundred men . . . beyond the number that he owes to the said commune'. The agreement included clauses about pay and compensation which were conventional in *condotte* and, after hesitation on account of the absence of a precise number for the strength of the company, I have included it in my list of *condotte* (6). In August of the same year a dispute arose between Asti and the Count concerning very precise *pactiones et conventiones* under which he had promised the service of 100 *milites ultramontani* for two months and 200 for three months. The contract specified that the men should be *ultramontani*. The Count's territories extended to the west beyond the Alps and the intention was presumably that he should recruit in that region. What he did was to provide the services, as a garrison, for seventeen days of no fewer than 12,000 of his own *clientes*. That, at least, was the number alleged by him, and accepted by the commune as the equivalent to the service due, of 300 horsemen.<sup>1</sup>

The *clientes* and *ultramontani* of the Counts of Savoy were by no means the only formidable forces available to the magnates of north-western Italy. Marquis William VII of Montferrat, 'capitano di guerra e signore' as his biographer rightly styles him,<sup>2</sup> constructed a powerful empire in Piedmont and Lombardy,

<sup>1</sup> *Codex Astensis* (cited in 'List of *Condotte*', n. 6), iv, pp. 49-50. This was rejected from the 'List of *Condotte*' mainly because the account of its terms emerges from the version of one party (Asti) in a judicial dispute; also its terms did not take effect. For an earlier *condotta* of a Count of Savoy, with Genoa in 1225, see *Annali Genovesi* (ed. L. T. Belgrano and C. Imperiale in *Fonti per la Storia d'Italia*), ii, p. 20.

<sup>2</sup> 'Per cui ed Alessandria e la sua guerra/Fa pianger Monferrato e Canavese' (*Purgatorio*, vii. 135-6). See A. Bozzola, 'Un Capitano di guerra e Signore subalpino. Guglielmo VII di Monferrato (1254-1292)', *Miscellanea di Storia Italiana*, s. 3, xix (1922), a useful, though not always reliable, work. On this topic see also G. Colombo, 'Le milizie di ventura e la formazione delle signorie italiane prima di Enrico VII', *Boll. Storico Bibliografico Subalp.* viii (1903), pp. 167-77.

and the history of his achievements is reflected in two of the *condotte* in my list. His subjugation of Alessandria (1260–1) was followed by the *regimen* as captain and podestà of his uncle, an illegitimate member of the house of Montferrat, and by the Bastardino's *condotta* mentioned above.<sup>1</sup> Thirty years later Asti's alliance with the Count of Savoy was to contribute to the Marquis's defeat and capture by the Alessandrians, who exhibited him in an iron cage, in which he died after a year and a half of captivity.

Of course it was not only the most powerful and successful among the landed magnates who became *condottieri*. Indeed those who ran into financial problems were yet more likely to see their *clientes* as the most promising form of capital at their disposal, and cities must have become accustomed to approaches from embarrassed feudatories offering retinues and castles.<sup>2</sup> One example must suffice for the many lines of minor landed aristocracy who were *condottieri* in the thirteenth century: the Counts of Sarteano, lords of Sarteano and Chianciano in the extreme south of Tuscany.<sup>3</sup> Prolific, quarrelsome, and litigious, the Counts of Sarteano are the very quintessence of aristocracy in difficult circumstances, and the location of their lands in a frontier zone subject to pressure from both Siena and Orvieto must have aggravated their problems. Count Ranieri who died before 1264 seems to have had nine sons who survived childhood. The will of Count Pepo (1270) named six beneficiaries beside his own five children and was soon the subject of dispute. By 1280 the ownership of Sarteano castle had been fragmented into ninths. The heir of Count Bolgaruccio (died between 1298 and 1302) was Ugolino Monaldeschi of Orvieto, a factional

<sup>1</sup> AST, Monferrato Feudi, v. 14–16 (v. 16 was known to Bozzola (op. cit., p. 309) through a transcript at the Società Storica Subalpina which cannot now be traced. I must thank Dr. Isidoro Soffiotti and Professor Gian Savino Pene Vidari for helping me in my searches there. Bozzola was unaware of the original in the AST).

<sup>2</sup> An interesting example of the latter is the offer of two Aldobrandeschi counts to mortgage to Siena in 1255 Radicondoli, Belforte, and Monteguido, for £2,000 (for one year) or £2,500 if *cum signoria et rectoria* (ASS, CG 5, ff. 33<sup>v</sup> et seq.).

<sup>3</sup> For the Counts of Sarteano, see the (too concise) calendar of Sarteano charters in D. Bandini, 'Regesto feudale di Sarteano', *Bullettino Senese di Storia Patria*, lxxii (1965), pp. 158–95, also ASS, Archivio Gen. dei Contratti, 9 November 1276. For the Counts in Florentine and Siense service, *Florentine Studies*, p. 93 and n., also ASS, CG 12, ff. 30 and v. For service with Perugia, *Bollettino della Deputazione di Storia Patria per l'Umbria*, lxxi (1974), fasc. 1, p. 79.

leader and later virtually 'tyrant' of that city. The same Bolgaruccio commanded a band of twenty-five for the Florentines in 1290-3, alongside his father whose company eventually numbered 100. Members of this family are also to be found in the employment of Perugia and often in that of Siena. In the crucial year 1266 the Sienese felt so certain of the Count's Ghibelline loyalties and other qualities that several speakers in a council-meeting urged the hiring of 100 Germans 'including the Count of Sarteano'.

In times of need the Sienese were wont to look further south still, to the lords of the 'terra di Roma'. In 1288-9 they had in their pay John of Ceccano with 290 cavalry.<sup>1</sup> Another link in that region was with the Caetani, at one time, as lords of the Aldobrandeschine lands, neighbours of the Sienese; but this connection did not come to full fruition till the following century, when two great-nephews of Boniface VIII, Benedetto and Roffredo, served Siena as podestà and 'Captains of War' between 1319 and 1322.<sup>2</sup>

It is not easy to find out what life was like for a thirteenth-century *condottiere* and his men but to set beside the sketch of William the Catalan's career I can offer the life-story of one Italian, Ognibene di Domenico of Treviso. Ognibene's father had been a well-to-do merchant who moved to Venice at the time of Ezzelino's wars, then back, after losing his money, to Treviso.

The son could find no way of making a living there, wandered back to Venice (the year must have been around 1282) and was taken into the household of Ranieri Zeno who for a year held office at Fermo, in the Marches. At the end of that time he had thoughts of trying his luck at the papal Curia, but was taken on by one Giovanni Arcioni and was with him at Perugia, 'till the end of his period of office'. Thence Ognibene went as a mercenary for Perugia (*ad soldum communis Perusii*) to nearby Spello and was there for two months. Then to Spoleto, 'in the pay of that commune', for less than a month. Thence to Magliano Sabina, still *ad soldum*, for 'perhaps twenty days'. Then Spoleto again, 'for a fortnight or so'. And thereafter Viterbo, where he

<sup>1</sup> *Florentine Studies*, p. 92n. Ceccano is on the river Sacco in southern Latium.

<sup>2</sup> See articles on 'Caetani, Benedetto' and 'Caetani, Roffredo' in *Dizionario Biogr. degli Italiani*, xvi, pp. 126-9 and 221-4. Benedetto was the warrior who bequeathed his warhorse 'Maccherone' and its full equipment to the cathedral church of Anagni.

had been in the band of fifty commanded by Schiatta degli Scholari of Florence. He had a sword and was wont to have also head and body armour, a shield, and a lance, but he had had to pawn his dagger and shield at Foligno and sell his body-armour at Arezzo. So full a biography for a medieval man<sup>1</sup> implies a saint or a sinner and you will have guessed which of these Ognibene was. He was accused in the Perugian Capitano's court of taking part in the murder (for robbery) of a Hospitaller and his servant, confessed under torture, and was sentenced to be hanged. Of the many points that emerge from this unfortunate wretch's story I would emphasize his urban origins,<sup>2</sup> his service as a *berroviere* with itinerant office-holders, finally, of course, the extreme precariousness of his living.

## V

Are there any general conclusions, concerning the nature of Italian society in the thirteenth century, to be drawn from the military institution which I have been seeking to depict? Apart from the most obvious conclusion of all—the mobility of the Italian and indeed European population—I believe that there are. A good deal has been written recently about the relations of the communes with their *contadi*, a certain amount also about chivalric and 'feudal' elements in the culture of the cities. Yet the policy of the communes *vis-à-vis* the feudal nobility has remained a neglected topic. Too little emphasis has been placed on the very important military aspect of the economic, social, and political interdependence of city and countryside. The motives of the commune's expansion—once explained largely with reference to trade-routes and then to food supply—need to be seen also in terms of the recruitment of commanders and cavalry troops. The commune needed the countryman for policing, garrisoning, sometimes for campaigning. Hence, incidentally, it needed also to deny its own *contadini*, as mercenaries, to other communes.<sup>3</sup> If there were landed men

<sup>1</sup> ASP, Archivio Giudiziario, Capitano 1283-4, n. 31, ff. 82-84<sup>v</sup>. I owe my knowledge of this source entirely to the great generosity of Professor C. B. Fisher, who told me of it and lent me his transcript.

<sup>2</sup> Professor Del Treppo (*Riv. Stor. Ital.* lxxxv, p. 266) suggests that later in the more urbanized parts of Italy it was the towns rather than countryside which provided mercenaries.

<sup>3</sup> For a discussion at Bologna of the danger of depopulation of loyal citizens, followed by a decision to forbid all recruiting by external powers except for crusading, see ASB, Rif. del Cons. del Popolo, i, f. 316 (1290). In

who 'commanded castles and had subjects who obeyed them' within the city's own territory, and if relations with these men were satisfactory, the commune's commanders might be recruited largely from such lords, fighting as subjects, allies, or *condottieri* according to circumstances. Perugia is an example of such a commune.<sup>1</sup> If not, the authorities would need to have recourse to mercenary bands of more distant origin. In any case, the need was mutual, the feudatories and their 'clients', as well as wandering bands from far and near, requiring employment by the city for their livelihood, just as the city needed them if it was to survive in the turbulent strife of neighbour against neighbour and league against league. In the thirteenth century the bands were not yet operating as political powers, they lacked the cohesion and numbers which could make them independent entities—we are not yet in 'the age of the *condottieri*'—but the essential elements, the military entrepreneur with his *masnada* or his 'constabulary', were already present.

#### ILLUSTRATIVE DOCUMENTS

THE following illustrative texts are from the *condotte* listed on p. 339.

1. This contract starts with a list of the members of two bands, that of Roffino da Machilono (50 men) and that of Gualtiero da Mariano (37 men).

Quod dominus Roffinus pro se et predictis suis et dominus Gualterius pro se et suis predictis promiserunt domino Henrico Accaptapane sindaco communis Senarum recipienti nomine et vice dicti communis servire ipsi communi equis et armis ydoneis duobus mensibus secundum

November 1293 the authorities of the commune wrote to eighteen cities warning them that recruiting within the city and contado of Bologna was forbidden to other communes and asking them to publish this information: cities as distant as Siena were among the recipients (ASB, Carteggi, Lettere del Comune, Reg. 6, f. 12, n. 2). *Condotta* 8 illustrates the inefficacy of these measures.

<sup>1</sup> On Perugia see Anna Imelde Galletti, 'La società comunale di fronte alla guerra nelle fonti perugine del 1282', *Bollettino della Deputazione di Storia Patria per l'Umbria*, lxxi (1974), fasc. 1, pp. 35–98. Dr. Galletti remarks (p. 52) that 'il comune . . . preferisce porre a capo dei mercenari capitani di estrazione feudale avvezzi alle armi per tradizione di famiglia', referring to 'il feudatario che trasforma in *masnada* i suoi sottoposti, inserendo così i rapporti feudali e signorili in una pratica militare densa di sviluppi'. She emphasizes the military role of the marquises of Monte Migiano and of Valiana, the counts of Marsciano and of Coccorano, and of other feudatories.

preceptum et voluntatem domini Rogerii de Baniolo capitanei dicte terre de die vel nocte quocunque eis et cuilibet predictorum preceptum fuerit per dictum capitaneum vel suum nuntium hinc ad dictos duos menses computatis in ipsis duobus mensibus viii diebus scilicet iiii in eundo et iiii in redeundo. Item promiserunt pro se et predictis quod si aliquem militem ipsi vel aliquis ipsorum ceperint in aliqua cavalcata vel qualitercumque adsignare communi Senarum, dummodo habeat pro milite si fuerit de civitate x libras si fuerit de comitatu c solidos, si fuerit pedes et fuerit de civitate c solidos si fuerit de comitatu tres libras et arma equos et arnese. Item si ceperint aliquos milites vel pedites in exercitu generali dicto communi sine pretio dare teneantur dummodo equos et arma habeant et arnese. Unde dictus dominus Henricus syndicus dicti communis vice et nomine dicti communis et pro ipso communi promisit et convenit domino Roffino et domino Gualterio predictis recipientibus pro eis et quolibet predictorum dare et solvere eis et cuilibet eorum pro mense si habuerint unum equum vel equam inter tres dies postquam erint Senis viii libras Sen' parvorum, si habuerint duos equos xv libras et pro secundo vero mense promisit eisdem pro eis et predictis recipientibus facere fieri pagam inter tres primos dies dicti secundi mensis, dummodo ipsi dent ipso communi fideiussoriam cautionem de servendo ipso communi predictum mensem ad mandatum dicti capitanei et si fideiussores dare non possent paga eorum penes eorum hospites deponatur. Item idem syndicus promisit eisdem facere fieri redditam equorum et equarum in viii dies postquam mancanati vel mortui fuerint in exercitu cavalcata seu tracta<sup>1</sup> secundum extimationem quam facient extimatores dicti communis. Qui pro eis et sociis eorum promiserunt esse Senis die secundo post kalendas Octobrii et se facturos et curaturos quod predicti omnes predicta omnia observabunt promittentes vicissim omnia predicta integraliter observare sub obligatione honorum suorum et dicti communis et non venire contra sub pena dupli pro stipulatione promissa qua soluta vel non hac carta firma permaneat . . .

3. In palatio novo communis Alexandrie in consilio generali sonitu campane more solito convocato dominus Bastardinus de Monteferrato potestas Alexandrie postulavit consilium super confirmando et ordinando pacta et conventiones habitas inter predictum dominum Bastardinum capitaneum Alexandrie ex una parte occasione ipsius capitanie et commune Alexandrie ex altera lecta et lectas in ipso consilio diligenter.

In reformatione ipsius consilii totum consilium voluit quod pacta et conventiones habite inter predictum dominum Bastardinum de Monteferrato capitaneum Alexandrie ex una parte et commune Alexandrie ex altera secundum quod scripta et scripte sunt et lecta et lecte in

<sup>1</sup> The word *tratta* or *stratta*, which is not to be found in Latin word lists, is a form of the Italian *stratta*, meaning a violent shake or jerk and hence (presumably) a sudden attack.

presenti consilio firma et firme sint et observentur per commune Alexandrie et attendantur eidem auctoritate presentis consilii in omnibus et per omnia integre et inviolata. Tenor cuius talis est

In primis quod ipse dominus capitaneus debeat stare continue in civitate Alexandrie ad voluntatem hominum Alexandrie et ibi habere et tenere continue milites quinquaginta in sua societate ad voluntatem sapientium Alexandrie.

Item quod ipse capitaneus debeat facere vivam guerram modis omnibus quibus potuerit per se et suos milites omnibus forensibus et bannitis ac rebellibus communis Alexandrie et omnibus locis et personis cum quibus commune et homines Alexandrie guerram faciant vel habeant vel facere vellent usque ad terminum sue capitaneie et quod non faciat pacem treguam nec guerram recussam cum inimicis communis vel hominum Alexandrie nec cum forensibus bannitis vel rebellibus ipsius communis et hominum Alexandrie sine voluntate expressa communis Alexandrie.

Item quod ipse capitaneus pro predictis omnibus habeat et habere debeat communi et de avere communis Alexandrie pro salario dicte capitaneie libras iii millia den' Astens'.

Item quod omnes et singuli equi vel eque vel muli predicti capitanei et sue familie et suorum militum et balastariorum qui fuerint mortui mangagnati et perdit in servicio et pro servicio communis Alexandrie emendentur et emendari debeant a communi et de avere communis Alexandrie.

Item quod si ipse dominus capitaneus cum suis militibus sine militia communis Alexandrie sive communi Alexandrie caperet aliquem de forensibus bannitis et rebellibus Alexandrie vel districtus teneatur et debeat ipsum captum unum vel plures dare communi Alexandrie et in fortia ipsius communis habenda a communi Alexandrie pro quolibet capto de predictis per ipsum et milites suos libras xxv Torton' si captus fuerit capitaneus (*sic*) equestris et equos et arma et si captus fuerit pedes habeat libras x et arma.

Item quod omnia lucra que faciat dictus dominus capitaneus cum suis militibus salvis predictis et hiis qui supra dicta sunt sint et esse debeant ipsius domini capitanei.

Item quod si dictus capitaneus cum militibus et peditibus Alexandrie ceperit aliquos vel lucrum fecerit debeat dare partem suam militibus Alexandrie et peditibus qui tunc secum tenuerit pro numero equorum et sibi partem retinere pro se et societate sua pro numero equorum quos habuerit in ipsa cavalcata in qua lucrum factum fuerit computando duos pedites pro uno milite et dando in omnia partem plus balistrariis equestribus quam aliis militibus et balistrariis pedestribus quam peditibus.

Que omnia et singula predictus capitaneus promissit et iuravit attendere et observare in omnibus et per omnia salvis preceptis domini marchionis Montisferrati.

Et inde dicti potestas et consilarii cartam fieri iusserunt. Interfuerunt testes Campian' Ferrarius. Rainerius Buchadelacte et Uberconus de Bicocha.

Ego Amat' de Nig' sacri palatii notarius interfui et hanc cartam mihi iussam scripsi.

8. Nos Catelanus Iacoppini de Blanchucciis de Bononia conestabilis istorum militum scilicet Bruadagi de Bononia q. Aritioli, Hostagini mariscalchi q. magistri Ghirardi, Perotti de Francia, Blasii Venture, Iannis Alberti de Castello, Ugolini de Gualenghis de Bononia, Filippini domini Frederigi de Samarina, Gorzii de Bononia q. Gandolfini, Iangii Alveri de Parma, Guillielmi de Loren francigene q. domini Filippi, Iohannis de Monte de Francia q. magistri Iannis, Tomasini de Mediolano q. Benvenuti, Quintini de Crievalco francigene, Ianis de Zanfar de Bramante, Zapparelli Puccii Francadelli de Pistorio, Venturini Iacobi de Brescia, Cini Lanfranchi de Sanbucha comitatus Pistorii, Mathese Ambrosii de Messavitha de Cremona, Iacobini Nicchole Friolani, Teri Tinghi de Florentia, Nicholini Todeschi de Mediolano, Raullini Guicciardi de Francia, Petri de Botticino de Brescia q. Rubei, et Amenghelli de Bononia.

Et nos supradicti stipendiarii una cum dicto conestabile et insolidi pacto solempni et legitima stipulatione interposita et ob causam infra-scriptam promittimus et convenimus tibi Iohannino q. Filippi civi Sen' et pro ipso communi servare domino Ugolino Vicecomiti iudici Gallure domino tertie partis Regni Kall' cum personis equis et armis bonis subficientibus armis nostris a kalendiis martii proxime venturi ad sex menses tunc proxime complendi. In partibus Sardinee omni nostro rischio et fortuna personarum et averis et equorum et armorum nostrorum et dei et maris et gentis. Et vivam guerram in dicta provintia Sardinee facere id est per dictos terram et locum bona fide sine fraude sicut de voluntate dicti domini Ugolini procedet per totum dictum tempus sex mensium. Et ipsius domini Ugolini perceptis obbadire quotiens nobis vel alicui nostrorum facta fuerit per ipsum dominum Ugolinum vel alium specialem nuntium praedictis servitiis faciendis in dicta provincia Sardinee et toto tempore supradicto.

Et haec omnia tibi recipienti pro dicto communi Sen' et attendere et observare promittimus sub pena et ad penam mille florinorum auri quam tibi recipienti ut dictum est dare et solvere promittimus si committeretur et quotiens committeretur et pena soluta vel non praedicta servare promittimus. Et in predictis omnibus obligamus nos et quacunque nostrum in solidi et nostros heredes et omnia nostra bona presentia et futura pignora tibi recipienti ut dictum est et tuis heredibus. Et hec ideo tibi recipienti ut dictum est facimus quia nobis dedisti et solvisti predictis stipendiis et pro dicto tempore de pecunia communis et te nobis dedisse confitemur mille florenos auri integre . . .



9. The terms of this elaborate *condotta* are here divided into 38 clauses. Considerable omissions have been made, the document as published here being reduced to about two-thirds of its full length.

Hec est forma pactorum initorum inter commune Bononie ex una parte et dominos Thebolum de Carbonibus de Parma, Thebaldum de Mantua, Albertum de Verona et Paulum de Buzzeto conostabiles maxenate.

1. Conostabiles . . . promiserunt . . . servire communi et populo Bon' vel cui ipsum commune voluerit cum centum stipendiariis et sequacibus equis bonis congruis et ydoneis et fidellibus partis Ecclesie et Iermiensium civitatis Bon' scilicet quilibet eorum cum viginti quinque stipendiariis sub sua banderia cum se ipso pactis et conditionibus infrascriptis. Videlicet quod ipsi stipendiarii qui cum ipsis constabilibus servare debent dicto communi sint et esse debeant nacione longinqua a civitate et comitatu Bon' per quinquaginta milliaria et sint et esse debeant boni et ydonei et convenientes aprobandi per sapientes ellectos vel elligendos per antianos et consules populi Bon' omnes etiam sint et esse debeant [words omitted?] habere unum bonum equum armigerum sive de armis.

2. Item quilibet equus armiger sit et esse debeat valoris et pretii quadraginta librarum ad minus vel abinde supra.

3. Item quod in dicta maxenata et intra dictos centum stipendiarios sint et esse debeant quatuor conostabiles. Et quod in quolibet stare debeat unus conostabilis cum sua maxenata viginti quinque stipendiariorum.

Et sint et esse debeant ex eis viginti balestarii cum bonis equis dicti valoris et pretii videlicet pro quolibet conostabile quinque.

Et quod dicti constabiles computentur in numero dictorum centum stipendiariorum.

4. Et quod dicti constabiles habere debeant pagam duplam quantum pro eorum personis et paga quilibet eorum pro sua banderia integra. Ita quod dicti conostabiles habere debeant maxenatam et quilibet eorum constabilium unum ronzinum et unam tronbetam vel unum tanburellum et unam banderiam. Et habere debeat quilibet tanburellus vel tronbeta unum bonum ronzinum. Ita quod inter omnes constabiles sint due (*sic*) trumbitte et duo tamburelli. Et habere debeat quilibet constabilis pro tamburello sex libras Bon' pro quolibet mense et totidem pro trombeta. Et pro suo ronзино quilibet constabilis tres libras Bon' pro quolibet mense.

5. Soluptio autem fieri debeat predictis conostabilibus et stipendiariis pro duobus mensibus infra octo dies postquam mostra et designacio de eorum armis et equis facta fuerit et completa et per decem dies ante finem ipsorum duorum mensium pro aliis duobus mensibus. Et sic de aliis duobus mensibus successive servetur.

Et si paga fieri debuerit ad florinos aureos pro quolibet florino computetur eis treginta solidi Bon' et non ultra vel minus.

6. Et quod omnes equi armigeri extemari debeant per quatuor bonos homines et legales pro communi Bon' scilicet per antianos et consulles elligendos scilicet unum pro quolibet quarterio et per duos elligendos per constabiles sive stipendiarios predictos. Et nullus equus possit extimari ultra quadraginta libras Bon' . . .

7. Et extimatio sive consignatio dictorum equorum et nomina omnium predictorum stipendiariorum et cognomina civitatum et locorum cum qualitate armorum dictorum stipendiariorum scribantur in uno libro ex parte communis Bon' per Leonardum q. fratris Bonvicini notarium. Et in uno alio libro per unum notarium ex parte dictorum stipendiariorum expensis eorum scilicet sui notarii.

Item quod unus liber extimationum et designationum et nominum sit penes commune Bon' et alius stet penes dictos constabiles. Et sigillentur dicti libri anbo sigillo communis Bon' et sigillo conostabilium.

8. Item quod predicti stipendiarii non possint compelli equitare donec equi ipsorum fuerint extimati que extimatio et designatio fieri debeat et compleri infra decem dies ad plus. Et incipiantur dicti decem dies a die quo dicti constabiles dixerint seu denunciaverint domino potestati se paratos dictam designationem facere quam designationem dominus potestas incontinenti debeat inchoare sub pena centum librarum Bon' ipsi domino potestati de suo salario. . . .

9. Item quod si contingerit quod deus avertat quod aliquis ex dictis equis armigeris eundo in servicium communis Bon' . . . vulnerantur percuterentur aut occidentur occaxione cuius ferite vulneris seu percussione moriretur seu guastaretur aut perderetur vel caperetur per inimicos supradictos communis vel populi Bon', in predictis casibus et quolibet predictorum commune Bon' infra decem dies secundum extimationem predictam . . . emendare et restituere teneatur faciendo de hiis fide (*sic*) per plenam probationem per stipendiarios et alios qui non sunt de maxenata fide dignos . . . Et si contingerit aliquem ex dictis equis mori vel devastari propter aliquem stratham<sup>1</sup> que fieret versus partes Romaniolae vel Lombardie vel Tuscie vel per comitatum Bon' quando rumor aliquis inimicorum communis Bon' in aliqua parte comitatus esset vel oriretur tunc emendetur eis per commune Bon' secundum extimationem predictam . . . probando de dicta morte vel dampno per tres testes ad minus ydoneis. Stracharii<sup>1</sup> (*sic*) intelligimus tantum quando dicta maxenata equitaret propter aliquem inoppinatum vel emergens (*sic*) subito casu et millicia sequeretur eos versus partes predictas.

10. Et illi qui receperint emendationem teneantur alium sufficientem equum valoris et pretii quadraginta librorum Bon' vel pluris infra quatuor dies acquirere et consignare post receptum mendum qui debeat modo simili extimationis et scribi et bullari ut sunt alii sub pena decem librarum Bon' ei auferendarum per dominum potestatem. Et interim

<sup>1</sup> See footnote on p. 358.

usque ad quatuor dies post mendum receptum et donec steterint per commune Bon' illi tales quorum equi essent taliter percussi guastati mortui seu perditii stipendia seu soldos aliquatenus non admittant et interim equitare non teneantur. Preterea si supradicti constabiles seu aliquis ex dictis stipendiariis vulneraretur vel percuteretur in servicio communis Bon' taliter quod equitare non posserit stipendia seu soldos propterea non admittant . . . Etiam est inter predictos conventum quod si aliquis ex dictis stipendiariis non denunciaret equum mortuum vel perditum vel devastatum domino potestati . . . quam denuntiationem de quo mortuo vel perditio vel vulnerato vel guastato teneatur facere si fieret in civitate ea die vel sequenti et si fieret extra civitatem sequenti die post redditum eius. Et si emendationem equi mortui vel perditii vel devastati receperit et alium equum supradicte extimationis non consignaverit infra quatuor dies post receptam emendationem solvat communi Bon' nomine pene decem libras Bon' et cadat a soldo quilibet predictorum . . .

11. Actum etiam extitit inter predictos quod si contingit aliquis de inimicis communis Bon' vel populi civis vel comitatensis vel aliquis alius de inimicis undecumque bannitus vel non bannitus per dictos dominos constabiles vel alterum ipsorum vel eius stipendiariorum caperetur. Si dominus potestas dominus capitaneus communis et populi Bon' illum vel illos tales captos voluerint possint et debeant eos habere et ipsi domini constabiles vel alter ipsorum teneantur eis dare . . . solvendo seu solvi faciendo prius ipsis constabilibus vel alteri ipsorum infra octo dies postquam captus seu capti fuerint . . . pro quolibet milite vel filio militis nobile vel potente viginti quinque libras Bon' et pro quolibet pedite decem libras Bon' . . . Et centum libras Bon' pro quolibet barone vel comite potestate seu capitaneo civitatis vel partis generalis . . . si dicte quantitates non essent dictis constabilibus vel alteri eorum solvate possint ipsi domini constabiles sive stipendiarii de captis predictis liberalliter facere velle suum . . .

12. Salvo quod predicta non intelligantur in aliquibus bannitis pro aliquo malleficio qui fuerit vel sit de parte Geremiensium civitatis Bon'.

13. Predicti vero constabiles et stipendiarii teneantur dictos captos denunciare et consignare et tradere domino potestati seu domino capitaneo si eos habere voluerint modo predicto pro quantitibus predictis solvendis infra terminum supradictum sub pena centum librarum Bon' pro quolibet pedite et trecentarum librarum pro quolibet milite nobile vel potente et filio militis nobilis et potentis.

14. Conventum etiam et actum extitit inter predictos quod si contingeret quod deus avertat quod aliquis ex dictis constabilibus vel stipendiariis vel aliquis ex eis caperetur ab inimicis seu rebellibus seu avversariis communis Bon' vel populi Bon' eundo stando vel redeundo in servicium communis Bon' et aliqui vel aliquis ex eis in fortia communis

Bon' persisterent dictum commune Bon' restituat talem captum seu tales captos ipsis constabilibus vel sociis pro recuperando suos captos restituendo prius communi Bon' pecuniam quam commune Bon' dedisset pro capto seu captis predictis . . .

15. Item inter cetera extitit etiam et conventum et pactum quod commune Bon' dare debeat balasteriis necessarium seytamentum.

16. . . . dominus potestas dominus capitaneus vel aliquis officialis communis Bon' vel aliunde non possit se intromittere de aliqua questione civili vel criminali vel qua esset vel verteretur inter stipendiarios predictos seu familiares suos et ipsos dominos constabiles vel alterum eorum.

17. Set ipsi domini constabiles habeant plenam iurisdictionem inter eos dum tamen in civitate Bon' et districtu aliquem punire non possent personaliter. Set predictae pene personales imponi possent et debeant per dominum potestatem Bon' salvo quod si contingat inter eos homicidium perpetrari vel vulnera fieri cum armis unde sanguis exiret hoc etiam pertineat ad dominum potestatem Bon' et si contingeret eos vel aliquem ipsorum rissam vel misclantiam habere vel facere cum aliquibus aliis hoc etiam pertineat et remaneat ad dominum potestatem.

18. . . . si contingeret soluptio paghe generalis de stipendiariis predictis non fieri dictis constabilibus pro se et suis stipendiariis predictis infra terminos nominatos superius non teneantur dicti constabiles et stipendiarii equitare nec aliquod servitii (*sic*) facere communi Bon' donec soluptio huiusmodi de paga generali stipendiariorum predictorum facta fuerit dictis dominis constabilibus integre cum effectu. . . .

19. Item etiam actum fuit inter predictos expressim quod totum illud quod predicti domini constabiles et sui stipendiarii et familiares lucrari poterint vel habere de equis armis et aliis bonis et rebus inimicorum seu rebellium communis et populi Bon' vel partis Ecclesie sit suum et liberaliter perveniat in eos sine molestia vel aliqua questione.

20. . . . Item quod dicti domini constabiles et quilibet dictorum stipendiariorum qui inventus (*sic*) non fuerint vel equum non habuerint assignatum vel arma ordinata et assignata condempnetur per dominum potestatem vel dominum capitaneum vel illum qui ad hoc fuerit deputatus secundum qualitatem negotii et loci scilicet in centum solidis Bon' pro equo et in viginti solidis Bon' pro qualibet arma.

21. Item actum fuerit inter predictos expressim quod dicti constabiles et quilibet ex dictis stipendiariis habere debeant et teneantur in equo et super equo armigero sellam armigeram de aczonibus et frenum de morso et supra se cubonem panceriam sive cassetum cum manicis cirotecas de ferro collanetum de ferro gamberias sive schinerias sovsbergani sive lamerias cum faldis spononem capello de ferro sive baçilletum cum capirone de ferro sive barbata. Clipeum sive tabolatum magnum lanceam spatam cultellum de ferro.

22. Item quod ipsi domini conostabilles non admittant vel morari permittant vel scribi permittant ad ipsa stipendia aliquem qui non sit fidelis de parte Ecclesie sive aliquem bannitum pro parte vel expulsam pro parte tanquam Ghibellinum de aliqua terra que non sit de parte Ecclesie. Et si contra factum fuerit condemnetur quilibet ex dictis conostabilibus per dominum potestatem vel dominum capitaneum pro quolibet in quinquaginta libras Bon' et ille talis admittat soldum et admittat equum et arma et expellatur de maxenata predicta.

23. Item actum fuit expresse inter predictos quod dicti domini constabiles et omnes qui scripti erant ad predicta stipendia teneantur in solidum et sint obligati communi Bon' ad predicta pacta provanda et ad solutionem communi Bon' de dictis condemnationibus faciendis . . . et ad predicta possint cogi in qualibet civitate et sub quacumque potestate et sub quocumque barone qui ibi reperiretur donec communi Bon' de pactis non servatis et condemnationibus de eis factis et quolibet dampno et interesse dicti communis erit integre satisfactum . . .

24. Item quod omnes equi armigeri dictorum constabilium et stipendiariorum possent et debeant bullari et signari bulla ferrea callida que non sit de bullis equorum communis Bon' et pro quolibet quarterio sit una bulla divisa ab allia (*sic*) et omnium equorum armigerorum scribi debeant insignia.

25. Nec possint dicti equi armigeri procambiari (?) vel alicui acomodari vel concedi vel locari sine expressa licentia domini potestatis et domini capitanei aut illius vel illorum qui praeerunt dictis stipendiariis et conostabilibus.

26. Item actum extitit inter predictos specialiter et conventum quod dicti domini conostabilles teneantur et debeant dictos centum stipendiarios infra quatuor dies a die cellebrati contractus consignare et representare communi Bon' . . . equitare ire et stare et guerram facere in civitate et comitatu et districtu et alibi ubicumque eis mandatum vel preceptum fuerit per dictos dominos vel alterum eorum.

27. Et omnia facere que eis iniunta et mandata fuerint a predictis seu alteri eorum facere teneantur et debeant qui habeant et habere debeant a communi Bon' sex libras Bon' pro stipendio equi armigeri et pro quolibet ipsorum hominum et quolibet mense ad rationem mensis et pro qualibet banderia et pro quolibet tamburello et trombetta sex libras Bon' et pro quolibet ronzino dictorum constabilium tres libras Bon' quolibet mense . . .

28. Item actum expresse eciam quod predicti conostabiles et quilibet predictorum teneantur et debeant prestare securitatem coram procuratoribus communis Bon' de trecentis libris Bon' et quilibet stipendiarius de quinquaginta libris Bon' aprobatus per aprobatores communis Bon' de predictis omnibus et singulis suprascriptis et infra-scriptis observandis.

29. Et hec omnia et singula facere promiserunt et convenerunt dicti constabiles . . . a die complete designationis et extimationis equorum usque ad unum annum.

30. Et quod persone dictorum stipendiariorum et suorum equorum non possunt mutari vel cambiari nisi in casu mortis. Sub pena quinquaginta librarum Bon' pro quolibet stipendiario permutato et quolibet equo permutato auferenda conostabili in cuius conostabilia esset permutatus.

31. Si vero predicti domini potestas capitaneus aut alter eorum vel commune Bon' eos mittere vellet extra comitatum Bon' vel districtum in aliqua parte quod ipsi domini constabiles cum predictis omnibus vel cum parte eorum de voluntate dictorum dominorum anzianorum et consillum populi Bon' vel alterius eorum ire et stare debeant et teneantur habendo a communi Bon' soldum et pagam superius nominatam et non plus. Promiserunt etiam predicti domini conostabiles predictis dominis recipientibus ut dictum est bonas et ydoneas securitates dare et prestare communi Bon' super observatione omnium et singulorum pactorum . . .

32. Item quod de dictis conostabillibus et dicta maxenata et de hominibus et equis et armis fiat et fieri debeat carta per dominum potestatem vel dominum capitaneum sive unum ex millitibus ipsorum dominorum potestatis et capitanei cum quatuor ex anzianis et consulibus populli Bon' qui erant in civitate Bon' in singulis quindecim diebus semel ad minus et plus si videbitur dominis potestati vel capitaneo. Et extra civitatem qualibet septimana semel per unum notarium mittendum ad eos per dominos potestatem et capitaneum.

33. Insuper predicti domini Thebolus. Thebaldus. Albertus et Paulus constabiles constituerunt se principales debitores predictis omnibus et singulis observandis . . .

34. Predicti vero dominus potestas dominus capitaneus procuratores communis Bon' et domini de gabella et praedictus syndicus communis Bon' et ut dictum est ad predicta specialiter constitutus vice et nomine communis Bon' et populi et pro ipso communi de voluntate dominorum anzianorum et consulum populi Bon' presentis mensis in dicto consillio existentium et dicti consiliiarii octingentorum et populli in dicto pallacio ut dictum est more solito congregato et ipsum consillium totum promiserunt et convenerunt solempniter dictis dominis Thebollo. Thebaldo. Alberto et Paulo conestabillibus omnia et singula attendere et observari facere . . .

35. Item actum extitit inter praedictos expresse quod nulli de predictis conostabillibus vel stipendiariis liceat portare aliqua arma ofensibillia per civitatem Bon' et burgos pena et banno cuilibet contrafacienti in statuto communis contenta.

36. Et quod nullus de predictis debeat assignare seu extimari facere in communi Bon' equum alicuius civis civitatis Bon' vel districtus clerici

vel layci maschuli vel femine pena et banno pro quolibet stipendiario et quolibet equo quinquaginta librarum Bon' ipsi stipendiario et civi . . . medietas cuius banni sit communis et alia denunciantis. Et unus ex pedibus equi assignati contra predictam formam debeat amputari.

37. Et quod nullus civis vel forensis possit audeat vel presumat prestare aut prestari facere supra equis vel armis de dicta maxenata pena et banno cuilibet contrafacienti viginti quinque librarum Bon'.

38. Que omnia et singula promiserunt vicissim scilicet una pars alteri ad invicem . . . a die consignationis et extimationis omnium equorum et armorum complete usque ad unum annum deinde venturum. Sub pena mille librarum Bon' . . .

10. In Christi nomine amen anno domini eiusdem millesimo ducentesimo nonagesimo quinto indictione octava die vigesimo otavo Decembris. Dominus Phillipus fillius q. domini Usipini Confalonarius civis Mediollani promisit per se et suos heredes . . . Danieli q. Johannis banitori et sindico communis Bon' ut patet instrumento scindicatus scripto manu Bitini de Fontana notarii recipienti sindicario nomine dicti communis quod ipse dominus Phillipus veniet stabit et morabitur continue cum viginti quinque millitibus seu equitibus qui erunt vere de parte Ecclesie seu Ieremensium in comitatu Bon' prope confinia vel alibi ubi placuerit domino potestati capitaneo anzianis et consullibus populi Bon' et quod ibi stabit continue sex mensibus postquam incoaverit et quod toto suo posse superent (*sic*) cum dictis viginti quinque millitibus ad capiendos et prosequendos banitos pro malleficio et alios banitos communis et populi Bon' et etiam ad persequendos alios mallefactores communis et populi. Et promisit equitare cum dictis millitibus per comitatum Bon' pro dictis banitis et mallefactoribus capiendis et eos captos in fortiam domini potestatis vel domini capitanei et communis Bon' representare et omnia et singula predicta facere que ei mandabuntur per dominum potestatem vel dominum capitaneum qui nunc sunt vel pro tempore erunt in civitate Bon'.

Item quod habeat ipse dominus Phillipus et tenebit continue quattuor equos duo quorum erunt armigeri. Et quilibet ex dictis stipendiariis seu millitibus habeat unum equum armigerum pretii et extimationis quadraginta librarum Bon' ad minus. Et quod in dictis stipendiariis seu millitibus habeat unum notarium. Et quod dictus dominus Phillipus et omnes alii stipendiarii seu milites non fuerunt nec steterunt ad stipendia civitatis Bon' a decem annis citra nec ad stipendia allicuius alterius civitatis vel allicuius persone proxime civitatis Bon' per quinquaginta milliaria. Et quod ipse dominus Phillipus et omnes stipendiarii qui cum eo sunt vel erunt sunt vere de parte Ecclesie et Ieremensium. Et quod bene et legalliter toto dicto tempore ipse et ipsius stipendiarii bene et legalliter servient communi Bon' nec vel alliquis eorum parlamentabit cum alliquo banito communis Bon' nec etiam alliquem vel alliquos afidabunt sub pena centum librarum

Bon' et plus arbitrio domini potestatis. Et hoc ideo quod dictus dominus Daniel syndicus communis Bon' sindicario nomine dicti communis promisit et convenit solempniter stipulans dicto domino Phillipio Confalonerio stipulanti et recipienti pro se et suis heredibus sine aliqua exceptione iuris vel facti dare et solvere pro suo sallario dicto domino Philipo et predictis sex mensibus trescentas libras Bon' scilicet in principio dicti termini centum libras Bon' pro primis duobus mensibus. Residuum vero solvet pro rata duorum mensium et quod pro quolibet ex dictis stipendiariis solvet octo libras Bon' pro quolibet mense. Et si contingeret dictum dominum Phillipum vel aliquem de dictis stipendiariis vel alliquis qui cum eo esset ad capiendos banitos communis Bon' caperent aliquem banitum communis Bon' et representaverint eum domino potestati vel domino capitaneo solvet et dabit pro quolibet banito quem representaverint quantitates infra octo dies a die representationis dictorum banitorum contentas in statuto communis Bon' qui loquitur de banitis capiendis. Et quod dominus potestas qui nunc est vel pro tempore fuerit dabit eis auxillium et consilium et favorem circa praedicta. Et quod homines terrarum comitatus Bon' dabunt praedicto domino Phillipio et dictis stipendiariis auxilium consilium et favorem . . . promiserunt vicissim scilicet unus alteri ad invicem solempnibus stipulationibus hinc inde intervenientibus firma et rata habere tenere observare et adimplere et non contra facere vel venire aliqua ratione vel causa de iure vel de facto sub pena centum librarum Bon' . . .

Actum Bon' in salla pallacii.

13. Dominus Ugo de Sancta Vitoria conostabilis promisit sollempniter stipulans se obligando domino Henrigipto Felliciani notario sindico communis et hominum civitatis Bon' stipulanti et recipienti vice et nomine communis Bon' stare et esse ad soldum stipendium et servitium communis Bon' cum quinquaginta stipendiariis peditibus ballestariis cum bonis ballistis et armis inferius denotatis et de predictis peditibus ballistis et armis monstram facere coram officialibus communis Bon' ad hoc per commune Bon' deputandis hinc ad octo dies proximos infrascriptis pactis et conditionibus.

In primis quod dicti conostabilis et ballestarii habeant et habere debeant a communi Bon' pro quolibet eorum et quolibet mense quatuor libras et decem solidos Bon' scilicet ad rationem trium solidorum Bon' pro quolibet eorum et quolibet die et servire teneantur communi Bon' per unum mensem et ultra ad voluntatem communis Bon' sive capitanei guerre.

Item quod dictus conostabilis habeat et habere debeat soldum a dicto communi pro una banderia vel penone ad rationem trium solidorum Bon' pro quolibet die et totidem pro una trombeta tamburello sive cellamella.

Item quod predicti conostabilis et ballestarii servire debeant comuni Bon' ad dictum soldum cum bono zubbone cerbellerio vel bacileto



ense vel spontone cultello de ferire cullareto de ferro stuto vel tabellatio magno et bono et ydoneo ballistro guarnito de hiis omnibus qui spectant et pertinent ad furnimentum ballistri dumtamen sitamentum habeant expensis communis Bon'.

Item quod nullus de predictis stipendiariis possit vel debeat se a civitate Bon' obscentare vel se seu nomen eius permutare sive aliquo loco eius ponere nisi cum expressa licentia et voluntate domini capitanei guerre.

Item quod predicti conostabilis et ballistarii supradicti pro aliquo eorum debito in civitate Bon' vel comitatu vel aliquibus rapresaliis non possint detineri gravari vel molestari donec steterint ad soldum et servitium communis Bon' et ultra per octo dies intelligendo de debitis factis hinc retro.

Item si contingeret communi Bon' in campis cum insignis communis Bon' et militia et populo Bon' ut camperent (*sic*) civitatem vel sconfigerent inimicos quod deus concedat habeant et habere debeant pagam duplam.

Item quod si predicti vel aliquis predictorum tam in prelio quam alio modo caperent aliquem de inimicis communis Bon' quod deus concedat quod predicti teneantur et debeant dictos tales captos infra tertiam diem post dictam talem captionem omnium [word illegible through damp] presentare et si placuerit communi Bon' si fuerit miles sive conostabilis habeant et habere debeant viginti quinque libras Bon' et si fuerint (pedites) decem libras Bon' et si vero non placuerit dicto communi tunc faciant de dictis captis velle eorum.

16. In Christi nomine amen anno eiusdem mille ducentesimo nonagesimosexto indictione nona die quarto iunii. Hec sunt pacta facta inter commune Bon' ex una parte et capitaneos de Nonantula qui modo venerint ad servitium communis et populi Bon' et exiverint de civitate Mutin' quorum nomina inferius declarantur quibus datum et concessum est habere unam maxenatam forensem quinquaginta stipendiariorum forrensium equitum per nobiles millites dominum Iacobum de Fano potestatem dominum Pinum de Rubeis capitaneum populi et dominum Raynaldum de Bustolitis capitaneum guerre et per quattuor sapientes ellectos per anzianos et consules specialiter super predictis.

In primis quod ipsi capitanei habeant et habere debeant unam maxenatam quinquaginta stipendiariorum forrensium equitum bene armatorum cum bonis equis armigeris et ronzinis.

Item quod ipsi et quilibet de maxenata ipsorum habeat et habere debeat et quilibet ipsorum capitaneorum a communi Bon' quolibet mense duodecim libras cum equo armigero et ronзино.

Item habeant et habere debeant duodecim libras Bon' quolibet mense pro una banderia et octo libras pro uno tamburello sive trombeta.

Item quod fiat eis solutio singulis duobus mensibus et cuilibet ipsorum ad rationem praedictam.

Item firmaverint eos cum ipsorum maxenata fienda toto tempore quo commune Bon' tenere voluerit soldaderios equites occasione presentis guerre pro pretio et soldo praedicto volentes ipsi stare et esse ad servitium communis Bon' dum tamen ipsi capitanei nec aliquis de ipsorum maxenata non possint nec debeant cassari vel tolli a soldo nec stipendio communis Bon' aliquo tempore per commune Bon' nec per aliquos eius officiales nisi eis pro se ipsis et dictis de sua maxenata per commune Bon' integre fuerit satisfactum de omni eo et toto quod habere et recipere deberent a dicto communi occasione dicti soldi seu stipendii set semper intelligantur esse ad soldum praedictum.

Item quod equi praedictorum capitaneorum et illorum de dicta maxenata debeant emendari per commune Bon' quocumque modo perderentur vel vasterentur in stratha<sup>1</sup> vel prelio equitando in servicio communis Bon' vel quocumque modo acciperentur de die vel de nocte vi ab inimicis communis Bon' quod absit et in eo casu remaneat in provisione communis Bon'.

Item quod si aliquis equorum eorum moriretur vel vastaretur vel perderetur quod debeat emendari infra octo dies in casibus supradictis et quod interim usque quod non emendarentur non perdant soldum set continue habeant soldum equi praedicti mortui vastati vel perdit dicto modo. Et facta solutione habeant terminum octo dierum ad remittendum vel emendum alium equum.

Item quod si aliquis conflictus fieret ubi essent insignia domini potestatis vel capitanei sive communis Bon' vel alterius eorum in eo casu debeant habere ipse et socii pagam duplam. Et quod si caperetur aliqua civitas si promissum fuerit eis per dominum potestatem vel capitaneum populi vel capitaneum guerre vel alterum eorum et in alio casu non.

Item quod fiat solutio predictis et sotiis ipsorum de sua maxenata singulis duobus mensibus ante exitum prime paghe per octo dies computando in solutione primorum duorum mensium pecunia missa communi Bon' per dominum Bardelonem de Mantua ad rationem praedictam.

Item quod si accideret aliquem de maxenata ipsorum quod absit captum esse ab inimicis communis Bon' tunc commune Bon' teneatur ei dare scambium competentem si haberet in eorum fortia de inimicis eorum pro eo pretio quod commune Bon' solvisset pro ipso captivo habendo.

Item quod si stipendiarii de dicta maxenata caperent vel acciperent aliquid de bonis inimicorum communis Bon' libere remaneat ad eos et in eorum arbitrio sine aliqua mollestia vel iniuria. Et si accideret ipsos vel aliquem eorum capere aliquem de inimicis praedicti communis tunc teneatur capiens denunciare communi quod ceperit talem quem ceperit infra quintam diem et si non denunciaverit infra dictum terminum tunc teneatur presentare et dare communi si voluerit dictum

<sup>1</sup> See footnote on p. 358.

captum sine aliquo pretio vel provisione. Et insuper possit puniri in avere et persona prout placuerit domino capitaneo guerre. Et si commune Bon' voluerit dictum captum tunc teneatur ille capiens dare et consignare communi Bon' ipsum captum pro centum florinis aureis baronem si vero millitem coredatum quinquaginta libras Bon' et si alium millitem caperent pro viginti quinque libris Bon' et peditem pro decem libris Bon'. Si vero accideret ipsos capitaneos vel aliquem de eorum maxenata capere aliquem de inimicis communis Bon' quocumque modo caperent vel ad manus alicuius eorum pervenerit et captivum illum talem captum vel ad manus eius proventum dimitteret vel eum dolose auffleugire faceret tunc possit et debeat puniri per dominum capitaneum guerre in persona et avere iuxta arbitrium dicti domini capitanei.

Item quod praedicti nec aliquis eorum maxenata debeat cogi nec substineri in curia communis Bon' pro aliquo debito facto antequam ipsi essent ad soldum communis Bon' pro toto tempore quod steterent ad soldum praedicti communis et unum mensem ultra dictum soldum finitum.

Et insuper omnia pacta bona et bonas usus spectantes ad maxenadas et que decenter usi sunt habere stipendiarii que omnia remittunt provisioni et consensuy magnifici millitis domini Raynaldi de Bustolis honorabilis capitanei guerre qui veram cognitionem habeat. Omnium praedictorum nomina capitaneorum sunt hec . . .

20. (The clause concerning Guelf loyalty).

Ugolinus Roreroni (?) de castro Ripetranonis promisit . . . Qui Ugolinus tacto libro corporaliter ad sancta dei evangelia iuravit quod ipse fuit et est fidelis Sancte Romane Ecclesie et partis gulfhe continuus emulator et sui similes socios ducere non cessabit . . .