

ACA, Real Cancillería, Reg. 1822, ff. 134v–135r

Document Summary

An administrative mandate issued by Queen Violant de Bar (Yolande de Bar), addressed to Naçari Galluff, regent of her treasury, and to all other relevant officials. The queen orders that Francesc Murta, draper and citizen of Barcelona, not be compelled to pay a debt of 24,200 Barcelona sous owed to Guillem de Piru of the household of the nobleman Bernat de Fortià (brother of the former queen, Sibil·la de Fortià). Murta had co-obligated himself for this debt alongside Johan Callot [?], formerly treasurer to Queen Sibil·la, but received no part of the loan. Callot had issued Murta an instrument of indemnity (dated 8 November [1386]). The queen commands that Murta not be troubled until Callot has rendered his accounts to the Mestre Racional and an *albarà testimonial* confirms that Callot is liable to reimburse the royal treasury. Dated Barcelona, 3 March 1387 (Nativity style). Visa of "de Ponte"; drafted by P. de Besanta by mandate of the queen.

Reconciled Latin Text

[f. 134v]

Yolans etc. Naçario Galluff nostram thesaurariam regenti gratiam suam. Necnon quibusuis aliis personis ad quas in futurum spectare dinoscatur et presentes peruenerint. Salutem et gratiam. In supplicacione humili per Ffrancisum Murta

[f. 135r]

draperium ciuem Barchinone nostro conspectui presentata vidimus contineri quod idem supplicans ad preces instantissimas Johannis Callot [?] tunc thesaurarii illius Sibille relicte serenissimi domini Regis Petri recolende memorie patris nostri obligasset se cum dicto Johanne Guillmo de Piru [?] de domo nobilis Bernardi de Fortia in viginti quatuor mille ducentis solidis barchinensibus dicto Guillmo de Piru ad uim [?] menses tunc proxime preteritos et de illa quantitate ipse supplicans nichil recepit licet in carta debitoria pro quantitate predicta sic [?] contineat quantitatem ipsam debiti prefato Guillmo de Piru racione mutui pretextu eius supplicacionis exhibuit prefato Ffrancisco supplicanti instrumentum indemnitatis quod fecit Johannes Callot [?] predictus eidem Ffrancisco Murta confessos [?] promisit ac per bona sua omnia obligans predictus Johannes tanquam thesaurarius supradictus quod totum quo dampnum aliquod in solucione commissionis multedo [?] nuncii et procuratorem [?] supradicto Johanni vel ad [?] de aliquibus contentis in instrumento debitorio occasione predicti debiti pro ipso Ffrancisco Murta facti siue fideiussione oportet teneat [?] id restituere et emendare promisit eidem Johannes sorte et hac [?] in instrumento indemnitatis supradicte Guillmi [?] supplicantis acto Barchinone viij die Nouembris anno proxime preterito lacius continetur.

Verum quia racioni non congruit quod dictus Ffrancisus Murta qui se pstrinxit [?] se obligauit cum tunc thesaurario supradicto et pro negociis sui officij et ex dicto indemnitatis instrumento liquet clare dampnum paciatur aliquod quousque appareat eundem Johannem Callot [?] reddito compoto magistro rationali et per eius de albarano debere [?] reffundere aliquid nostre curie [?] cum eius eorum [?] debita atque iura ipsi Regine

principaliter [?] pertinet [?] vobis dicimus et mandamus quatenus eundem Ffrancischum Murta non molestis modo aliquo seu grauetis ad quicquam soluendum pretextu debiti supradicti donec reddito compoto magistro racionali appareat per albaranum testimoniale eiusdem quod ipse Johannes reffundere teneatur.

Dummodo [?] in petitione et execucione foro [?] seu fideiussionis [?] in predicta cum bonis supradictis omnino et usquequo de casu [?] fuit et [?]. Datum Barchinone Tercia die Marcij Anno a Natiuitate Domini Millesimo CCCo LXXXo Septimo.

Vidit de Ponte.

P. de Besanta ma[ndato] d[omi]ne R[egi]ne [?]

English Translation

Yolande [Queen],¹ etc., to Naçari Galluff,² regent of our treasury, [extends] her grace. And likewise to all other persons to whom [this matter] may in future be known to pertain and [to whom] the present [letter] shall have come: greetings and grace.

In a humble supplication presented before us by Francesc Murta,³ draper, citizen of Barcelona, we have seen it set forth that the said supplicant, at the most insistent entreaties of Johan Callot [?],⁴ then treasurer of that Sibil·la,⁵ widow of the most serene lord King Pere of praiseworthy memory, our father,⁶ had co-obligated himself together with the said Johan to Guillem de Piru [?]⁷ of the household of the nobleman Bernat de Fortià⁸ in the sum of twenty-four thousand two hundred Barcelona sous,⁹ [payable] to the said Guillem de Piru at [?]¹⁰ months then next following; and that of this sum the supplicant himself received nothing, although the debt instrument drawn up for the aforesaid sum states that the amount of this debt [was owed] to the aforesaid Guillem de Piru by reason of a loan.

On account of which supplication, [Callot] exhibited to the aforesaid Francesc, the supplicant, an instrument of indemnity which Johan Callot [?], the aforesaid, had made to the same Francesc Murta, having acknowledged [?]¹¹ [the obligation] and having promised, and pledging all his goods, the aforesaid Johan, as the above-mentioned treasurer, that for the whole of any loss [arising] in the payment of the commission, interest [?],¹² agency, and procurement¹³ [charged] to the above-mentioned Johan, or concerning any [obligations] contained in the debt instrument, on the occasion of the aforesaid debt made on behalf of the said Francesc Murta, or [arising from] the surety, it would be fitting [and he was] bound to restore and make good [such losses] — as the same Johan promised to [Francesc] — in principal and in full [?], as is more fully contained in the above-mentioned instrument of indemnity of [?] the supplicant, executed at Barcelona on the eighth day of November in the year immediately preceding.¹⁴

But because it does not accord with reason that the said Francesc Murta, who bound himself [and] co-obligated himself with the then treasurer aforesaid, and for the business of his [i.e., Callot's] office, should — as is clearly evident from the said instrument of indemnity — suffer any loss until it shall appear that the same Johan Callot [?], having rendered his accounts to the Mestre Racional,¹⁵ ought by [the latter's] *albarà*¹⁶ to reimburse anything to our court [?], since the debts and claims deriving therefrom pertain principally to the Queen herself [?]:

We say to you and command that you not trouble the same Francesc Murta in any way, nor burden [him] to pay anything on the pretext of the above-mentioned debt, until — the accounts having been rendered to the Mestre Racional — it shall appear by a testimonial *albarà* of the same [Mestre Racional] that the said Johan is bound to reimburse [the debt].

Provided that [?] in the petition and execution of the tribunal [?] or surety [?] in the aforesaid [matter] with the above-mentioned goods entirely, and until [?] the case has been [concluded?] and [?].¹⁷

Given at Barcelona, the third day of March, in the year of the Nativity of the Lord one thousand three hundred and eighty-seven.¹⁸

Seen by de Ponte.¹⁹

[Drafted by] P. de Besanta, by mandate of the lady Queen.²⁰

Footnotes

1. The intitlacio gives only *Yolans etc.*, the standard abbreviated opening in register copies. The full titlature, omitted here by the registering scribe, would have included "by the grace of God, Queen of Aragon, of Valencia, of Majorca, of Sardinia and Corsica, and Countess of Barcelona, of Roussillon and of Cerdanya."
2. **Naçari Galluff** (*Naçario Galluff*): Regent or acting head of the queen's treasury (*thesauraria*). The use of *regenti* rather than *thesaurario* indicates he was administering the office rather than holding the title outright.
3. **Francesc Murta** (*Ffrancischum Murta*): A Barcelona draper (*draperius*) — that is, a cloth merchant or dealer in woolen textiles. Drapers were prominent figures in Barcelona's merchant oligarchy.
4. **Johan Callot [?]** (*Johannis Callot*): The surname remains uncertain in the manuscript. He is identified as having been treasurer (*thesaurarius*) to Queen Sibil·la de Fortià. The reading "Callot" is preferred over the alternative source's "Vallor" on paleographic grounds, but prosopographical confirmation has not yet been secured.
5. **Queen Sibil·la** (*Sibille*): Sibil·la de Fortià (d. 1406), fourth and last wife of Pere III (the Ceremonious). After Pere's death on 5 January 1387, Sibil·la's household was dissolved and her officials' accounts came under scrutiny by the new regime of Joan I and Violant de Bar. This document reflects that transitional moment.
6. **Pere III** (*Regis Petri recolende memorie*): Pere III the Ceremonious (r. 1336–1387). The formula *recolende memorie* ("of praiseworthy memory") confirms this document postdates his death on 5 January 1387.
7. **Guillem de Piru [?]** (*Guillmo de Piru*): The creditor. The surname could also be read as *Pinu*; the difference turns on a single minim stroke that is ambiguous in this hand. He is identified as belonging to

the household (*de domo*) of Bernat de Fortià.

8. **Bernat de Fortià** (*Bernardi de Fortia*): Brother of Queen Sibil·la de Fortià and a prominent figure at the late Ceremonious court. His household (*domus*) evidently included Guillem de Piru as a dependent or associate, which situates the original loan within Sibil·la's court circle.
9. **Twenty-four thousand two hundred Barcelona sous** (*viginti quatuor mille ducentis solidis barchinensibus*): A substantial sum. The Barcelona sou (*solidus*) was the standard money of account in Catalonia; 12 *diners* (*denarii*) = 1 *sou*, and 20 *sous* = 1 *lliura* (*libra*). Thus 24,200 sous = 1,210 *lliures* *barceloneses* — a very significant amount, roughly equivalent to several years' income for a middling official.
10. The duration of the loan is illegible. The word before *menses* may be a numeral (*uim = vim? unum?*), but I cannot resolve it with confidence.
11. The word I tentatively read as *confessos* ("having acknowledged") is uncertain. It appears in a passage describing the terms of the indemnity instrument. The alternative source's reading (*confessos*) makes legal sense — an acknowledgment of obligation — but the letter forms are ambiguous.
12. **"multedo" [?]**: This word, appearing in the enumeration of potential losses covered by the indemnity, remains unresolved. It may be a corrupt or abbreviated form of *mulcta* (a fine or penalty) or possibly *multitudo* in an unusual sense. The alternative source reads similarly (*multedo*). The broader clause enumerates types of financial exposure: *commissio* (the commission or charge for arranging the loan), some form of penalty or interest, *nuncius* (the cost of messengers or agents), and *procurator* (legal representation).
13. The terms *nuncii et procuratorem* refer to costs associated with agents (*nuncii*) and legal representatives (*procuratores*) that might arise from enforcement of the debt. These were standard categories of incidental expenses in medieval debt litigation.
14. **8 November [1386]**: The indemnity instrument was executed at Barcelona on 8 November in *anno proxime preterito* — "the year immediately preceding," i.e., 1386. This establishes that the original loan and surety arrangement predated Pere III's death and the change of regime.
15. **Mestre Racional** (*magistro racionalis*): The head of the Crown's central accounting office, responsible for auditing the accounts of all royal and queenly officials. The requirement that Callot render his accounts (*reddito compoto*) to the Mestre Racional before any action could be taken against Murta reflects the standard Aragonese procedure for resolving the financial obligations of departing office-holders.
16. **Albarà testimonial** (*albaranum testimoniale*): A certificate of clearance or acquittance issued by the Mestre Racional upon completion of an audit. Until this document was issued, Callot's precise liabilities remained formally undetermined, and the queen's order prevents Murta from being held liable in the interim.
17. **The proviso clause** (*Dummodo ... fuit et ...*): This final clause is largely illegible and both the initial transcription and the alternative source produce unsatisfactory readings. It appears to contain a condition

related to the jurisdiction (*forum*) or surety (*fideiussio*) applicable to the matter and some stipulation about the disposition of property, but the specific terms cannot be reliably established. This is the most significant textual loss in the document.

18. **3 March 1387** (Nativity style): Barcelona used the Nativity dating system (year beginning 25 December), so this date corresponds to 3 March 1387 in the modern calendar — less than two months after Pere III's death.
 19. **De Ponte** (*Vidit de Ponte*): The *vidit* ("seen by") formula indicates review by a jurist or official of the chancery, likely a *canceller* or *vicecanceller*. "De Ponte" (Despont / del Pont) was the reviewing authority.
 20. **P. de Besanta**: The scribe or notary who drafted the document by mandate of the queen. The remainder of the subscription is difficult to resolve.
-

Key Unresolved Ambiguities

1. **The treasurer's surname (Callot / Calloç / Vallor?)**: The name appears multiple times but is consistently difficult to read. Paleographic analysis favors *Callot* (or possibly *Calloç*) over the alternative's *Vallor*, but identification of Queen Sibil·la's treasurer in other sources would settle the matter.
2. **The creditor's surname (Piru / Pinu?)**: A single ambiguous minim. Either form is a plausible Catalan surname.
3. **The loan duration**: The word(s) specifying how many months the loan was for remain illegible.
4. **"multedo" / "mutreddo"**: An unresolved word in the enumeration of losses covered by the indemnity. Possibly a form of *mulcta* (fine/penalty).
5. **The proviso clause**: The penultimate sentence beginning *Dummodo* is largely illegible. Its legal substance — likely a condition or reservation qualifying the queen's protective order — cannot be reliably reconstructed from either reading.
6. **"confessos" / "costros"**: The word describing Callot's acknowledgment in the indemnity instrument remains paleographically uncertain, though *confessos* is the stronger candidate on grounds of legal sense.