

Chapter 9

Aspects of Intercoastal Trade in the Western Mediterranean: The Voyage of the *Santa María de Natzare*¹

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In studying Mediterranean maritime trade during the High Middle Ages, research has tended to focus on the larger vessels transiting from one of the Italian city-states to the Levant. As a result, coasters carrying on intraregional trade in the Western Mediterranean have generally been ignored or only mentioned in passing. Yet these vessels played an important role in distributing goods to and from the larger *entrepôts*, such as Majorca. The type of trade these coasters were involved in can be seen in a contract for the chartering of the *Santa María de Natzare* for a voyage from Barcelona to Seville. This contract is unique in that it not only provides information concerning the cargo being transported, but also clues as to how the vessel's owners were dividing up the ship's cargo capacity. Moreover, the contract shows that, contrary to the truism that shipping contracts were formulaic, they in fact often were tailored to address specific concerns of one or more of the parties. The contract for the *Santa María de Natzare* provides an example of what a typical voyage of an Iberian coaster of the late thirteenth century entailed, as well as showing how individual concerns of the various parties and the general political situation at that time could shape the contents of a contract.

The document is a late thirteenth-century contract for the chartering of the ship *Santa María de Natzare* to sail from Barcelona to Seville by way of Palma de Majorca, Alicante, Almeria and Malaga, and then to return directly from Seville to Palma de Majorca. The contract is listed as Pergemino 120 in the Jaume II parchment collection at the Archivo de La Corona de Aragón. The individuals, the ship and the voyage are all rather undistinguished. The family names of the merchants appear in *comandas* from the thirteenth century up through the fourteenth century, but do not appear to be related to any of the wealthy merchant families in Barcelona.² The fact that none of the individuals mentioned in the

¹ Preliminary aspects of this article were presented at the *30th International Congress on Medieval Studies* (May, 1995): Session 37.

² The family names of the merchants appear scattered throughout *comandas* and charter-parties from the thirteenth through the fifteenth centuries, but these do not appear to be related to the influential families of Barcelona. See Madurell Marimón 1973.

contract are from one of the prominent merchant families raises the issue as to why this contract ended up in the royal archive with government documents. While at present there is not enough information to definitively answer the question, the document itself provides some hints that will be addressed at the end of this paper.

The contract was drafted by the notary public Bernardus Paschalis in Barcelona, and is dated 12 May 1292. The work of this particular notary can be traced, through published documents, as far back as 1288, and up to the year 1300.³ The contract is written on parchment in a clear hand. These two characteristics indicate that the document is probably the final draft, or *charta*, and not a rough draft, or *schede*. However, the contract was amended by the notary, as indicated by the final sentence of the document.

The format of the document is typical for a charter party of this period. The first section names the ship owners, the ship, and the merchants who to charter the vessel. The second part lays out how the vessel was to be outfitted, followed by the route the vessel was to take. The third section details the freight charges for the voyage, as well as the obligations of both parties with regards to payment of fees, penalties for delays, and the loading and unloading of the vessel. This section also specifies the units to be used to calculate the freight rates. The final section is a statement by all parties to uphold the contract, and includes the standard renunciation clause, typical of this period. The contract ends with the typical swearing of oaths.⁴

Sailing in Dangerous Waters

To understand why the contents of the contract took on the form they did, a brief review of the political situation on the Iberian Peninsula is necessary. The *Santa María de Natzare* was setting sail at the end of a politically turbulent period in Iberian history. The voyage would take the ship to four different kingdoms, all of which had been in conflict with each other, in one way or another, within the past year: the Crown of Aragon, the Kingdom of Majorca, the Kingdom of Granada, and the Kingdom of Castile (Fig. 9.1). In the case of the kingdoms of Aragon, Castile and Granada, they were actually in active conflict with the Moroccans at the time of the voyage.

Up to the year 1292, there had been active hostility between the Crown of Aragon and Castile. The conflict had arisen in 1288, when Sancho IV of Castile (1284–95) had signed an alliance with France, which brought Castile into the War of the Sicilian Vespers. Sancho IV was not actually interested in the territorial dispute between Aragon and France over Sicily, but saw the treaty as a way to remove French opposition to the recognition by the papacy of his children as the rightful heirs to Castile. The treaty would also prevent French support for the

³ Ibid.: 193, 206.

⁴ Dotson 1969: 59, 68–9; Pryor 1981: 31–2, n. 1.

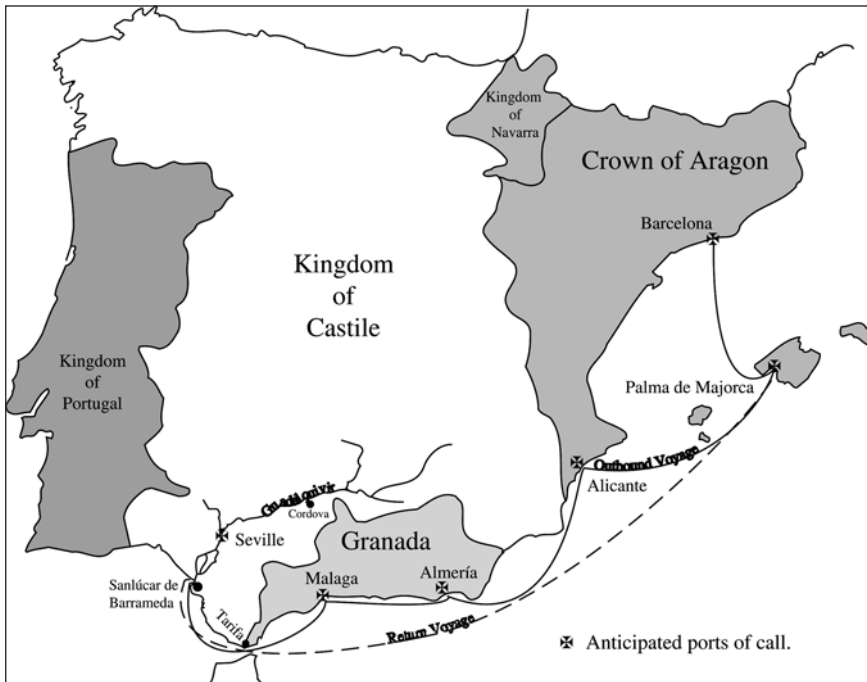


Figure 9.1 A map of medieval Spain in 1292 showing the route of the *Santa Maria de Natzare*.

infantes de la Cerda, who were rival claimants to the throne. Alfonso III of Aragon (1285–91) responded to the treaty by releasing the *infantes*, whom he had been holding, and declaring Alfonso de la Cerda the rightful king of Castile.⁵ A border war broke out almost immediately, and Sancho IV seized the goods of all the Catalan merchants in Seville.⁶ Alfonso III was now faced with open hostilities with Castile and France, a position that became even worse when the King of Majorca took advantage of the situation to invade Catalonia in 1289.

As the English ambassador pointed out to Pope Nicholas IV, the situation was the scandal of Christendom, and finally, in 1290, the pope arranged an armistice for two years.⁷ After a series of negotiations directed by Edward I of England, a peace treaty between the warring parties was signed at Tarascon in February 1291. This treaty became almost immediately invalid with the death of Alfonso III in June of that year and the renunciation of it by the new king James II (1291–1327).⁸

⁵ Bisson 1991: 92; O'Callaghan 1983: 395.

⁶ Pérez-Embid, 1968: 18.

⁷ Chaytor 1933: 131.

⁸ O'Callaghan 1983: 396.

The renunciation of the Treaty of Tarascon, however, did not result in renewed war, as both James II and Sancho IV needed peace. James II knew that his refusal to yield Sicily to Charles of Anjou would result in war with France, and Sancho IV had his own problems with regards to the Moroccans. The two met in November 1291, and pledged mutual assistance against their enemies. James II removed all support from the *infantes* de la Cerda and pledged to provide assistance to Castile in their impending war with Morocco. In return, Sancho IV offered to mediate between Aragon and France.⁹ The result of this treaty was that commercial traffic between Aragon and Castile was restored. A royal decree, dated 17 June 1292, declared that Catalan oil should be guarded by the *almirantazgo* at Seville with the same attention as that given to the Genoese. One day later, Sancho IV declared that all of the Catalan houses, which had been seized in Seville in 1288, should be returned to their owners.¹⁰

The reason Sancho IV was eager to end hostilities with Aragon was the likelihood of war with the Banu Marin across the Strait of Gibraltar. In 1286, Sancho IV had signed a five-year truce with Abu Yaqub, Emir of the Banu Marin. This truce had been rather uneasy, and had left the Moroccans in control of the Spanish ports of Tarifa and Algeciras, which gave the Marinids easy access to Spain.¹¹ Hostilities had broken out again in 1291, and though the Castilian fleet under Genoese admiral Benedetto Zaccaria defeated the Marinids in August 1291, this did not prevent them from crossing to Tarifa and laying waste to the countryside around Seville.¹² Sancho IV decided to remove the potential for invasion from Tarifa once and for all. The treaty with James II provided for military assistance and in May 1292 the Aragonese fleet arrived at Seville. Sancho IV also signed a peace treaty with the Nasrid Dynasty of Granada who saw the Marinids as a definite threat.¹³ The Nasrids agreed to provide troops for the assault and in late June the siege and blockade of Tarifa began. Several attempts were made to relieve the city by sea, but it finally fell on 13 October 1292.¹⁴

The political and military situation in the spring of 1292 provided both opportunities and hazards for the owners and merchants of the *Santa María de Natzare*. The treaty between Castile and Aragon had reopened Andalusia to Catalan merchants and the brief alliance of Granada with Castile would have at least removed the possibility of the merchants becoming entangled in a dispute between the two kingdoms. On the other hand, the ship would be sailing into an area where there was high degree of naval activity, and the Strait of Gibraltar was rife with pirates. As we will see, the situation in the Strait was reflected in how the contract was written.

⁹ O'Callaghan 1983: 397.

¹⁰ Capmany y de Monpalau 1961, vol. 2: documents 51 and 52.

¹¹ González Jiménez and López de Coca Castañer 1980, vol. 2: 115.

¹² O'Callaghan 1983: 397.

¹³ Harvey 1990: 160.

¹⁴ González Jiménez and López de Coca Castañer 1980, vol. 2: 116.

The Ship

The *Santa María de Natzare* is listed as a Majorcan vessel being chartered for a single voyage, versus being chartered for a specific period of time, or chartered as a bareboat in which the merchants themselves would actually run the vessel. The contract lists Matheus Cabriti and Berengarius Reya as the primary owners, but it is also clear that they were involved in some type of *sociata* concerning the ship, as indicated by the word *socios*, or associates. What the relationship the *parsonerios*, or partners, had with the ship is unclear. It is possible they were individuals who had limited investments in the ship, but who had no particular rights with regards as to how the ship was chartered and run. This would not have been unusual for ownership of a medieval ship. Normally, shares in a ship, called *loca*, were sold, so as to spread the risk of loss. In the case of shares being distributed relatively equally among the owners, a *patrón* was usually elected by the partnership to act as captain, and to see to the actual outfitting and running of the ship.¹⁵ However, it is also clear that very often there was a single individual or group who had a majority position with respect to ownership. Several sections of the *Consolat del Mar* are devoted to the protection of shareholders, referred to as *personers*, from the unilateral actions of the *patrón* with regards to the construction, outfitting, and running of a ship.¹⁶ Based on the terminology used in the *Consolat del Mar*, it seems likely that the *parsonerios* mentioned in the contract were limited partners in the *Santa María de Natzare*, while Cabriti, Reya, and the *socios* held the majority position with respect to ownership.

The language in the contract suggests that ship was a typical medieval *navis*, or round ship. The word *timon* is used in the plural, indicating that she carried the standard two quarter-rudders. Likewise, the words for mast and yard are in the plural, indicating that the ship probably carried a typical medieval rig of two masts with lateen sails (Fig. 9.2 below). The contract requires that two ship's boats be taken as well. These boats would have been used as lighters in port to load and unload cargo from the ship. Many medieval ports at this time still did not have adequate quays for the ship to tie up at.¹⁷ This included Seville, where the ships anchored out in the channel, and the goods were brought by boat to the river embankment at the Barrio de la Mar.¹⁸ The ship's boats also would have relieved the *patrón* and merchants of the expense of having to hire lighters to come out and off-load the cargo, since the crew could be used to unload the ship (Fig. 9.3 below).

The document specifies the ship was to carry 16 anchors and their ground tackle. While this might seem to be an excessive number, considering the construction of medieval anchors, it was a prudent precaution. The anchors carried by the *Santa María de Natzare* would have had the typical medieval cruciform shape. Anchors

¹⁵ Lane 1934: 115–16; Byrne 1934: 14–19.

¹⁶ Colón and Garcia i Sanz, 2001: cap. 47, p. 422; cap. 50, 425–6; cap. 243, 649–50.

¹⁷ Unger 1980: 146.

¹⁸ Pérez-Embid 1968: 75.



Figure 9.2 A miniature of Jonah and the Whale from 1268. The *Santa María de Natzare* probably appeared similar to this small two-masted vessel. Biblia Sacra at the Archivo Diocaceno of Vic, Codex 3, fol. 351r (Photo by author with permission of the archive).

of the period were hand forged, which restricted the girth of the shank and the arms. If the pieces of iron being forged together were too thick, then there was the chance that there would not be a complete weld. Likewise, the size of iron blooms that could be provided was relatively small, forcing the anchors to be made out of a series of short sections of iron. Thin arms and shanks coupled with hand-forged welds necessitated ships carrying large numbers of anchors due to their fragile nature.

Based on the contract, an actual estimate of the *minimum* tons burden of the *Santa María de Natzare* can be made. The contract states that the merchants “will be held to carry in all events 1,350 *jarras*” from Seville, and that they can load an



Figure 9.3 Merchants loading wool and merchandise onto a merchantman. The *Santa María de Natzare* had two ship's boats like the one depicted here. The miniature is from *La Cantiga de Santa María* 35 and was painted in the third quarter of the thirteenth century (Photo: © Patrimonio Nacional de España).

additional 300 *jarras* if they wish. The word *jarra* is being used here to mean a unit of weight, and not a type of container. The word is used earlier in the contract as a container for tallow and lard, but in the above case it is clear the word refers to a measure of weight. An indication of this comes lower in the contract, where the merchants are allowed to calculate the weight of their goods in *quintals*, another unit of weight, instead of *jarras* if they so desire.¹⁹ This would also conform to the typical medieval practice of determining freight charges based on weight, and not on volume.²⁰ It is clear that a *jarra* was a weight, since not all of the goods coming back from Seville would be carried in jars, such as iron, cotton and wool (Table 9.1).

The actual weight of a *jarra* can be gleaned from a Genoese contract, dated 1253. The contract is for a Genoese ship that would be stopping at Malaga. In the document, one *jarra* is equated with one Genoese *cantarium*, which was 150 pounds (68.2 kg).²¹ Based on this weight and the 1,650 *jarras* the merchants could load, it is possible to calculate the *minimum* burden of the vessel. Based on the above figures, the *Santa María de Natzare* had a burden of at least

¹⁹ Villasana Haggard 1941: 83.

²⁰ Byrne 1934: 39–41.

²¹ *Ibid.*: 11, n.1, 45.

Table 9.1 A list of anticipated cargo for the outbound and return voyage of the *Santa María de Natzare*.

Outbound Voyage	Return Voyage
Cotton Cloth	Broadbeans
Frankincense	Chickpeas
Hazel Nuts	Copper
Mastic	Cotton, Raw
Pepper	Flour
Wine	Grain
Wood	Indigo
	Iron
	Lard
	Lentils
	Madder
	Olive Oil
	Skins, Rabbit
	Skins, Wild Animals
	Tallow
	Tuna
	Wool

113 metric tons, which is not a particularly large value. But this figure is only a minimum for several reasons.

First, it does not include the weight of any of the containers, which could be substantial, especially if storage jars were being used for some of the cargo. Second, from the wording of the contract, it is obvious that the ship owners were planning to transport some goods. Even though the ship was to lay over in Seville for six weeks, the merchants have to notify the ship owners within eight days after their arrival if they are going to load the extra 300 *jarras*. The implication is that if the merchants were not going to use that available capacity, then the ship owners wanted sufficient time so that they could purchase their own merchandise.

What is also unstated in the contract is the amount of space that the ship owners may have reserved for themselves and their partners, regardless of the decision of the merchants. Despite the fact that only a minimum burden can be calculated based on the cargo, there is little doubt that the *Santa María de Natzare* was probably an average coaster. Even if it is assumed that the ship owners had reserved half of the ship's capacity, and the tons burden was double the calculated figure, the ship still would have had a capacity of only 226 metric tons, which is not a particularly large vessel.

An indication of her overall capacity comes from the size of the crew and the number of anchors onboard. The contract states that the ship was to have a crew of 30. Lane calculated that a typical medieval ship required two sailors per ten metric tons, which would mean the ship would have had a burden of 150 metric tons.²² Pryor felt that Lane's value was too high, and calculated the ratio to be 1.2 men per ten metric tons, which would equal 250 metric tons.²³ This value does closely correspond to the number of anchors the ship is carrying. Based on Venetian laws of 1255, a ship with a burden between 240 and 264 metric tons was supposed to carry 15 anchors.²⁴

Based on the above figures, it is likely the *Santa María de Natzare* was an average *nau*, and had a burden of between 200 and 250 metric tons. For Majorca, this was typical of the vessels involved in the trade to North Africa and Seville. For shorter voyages Majorcan shippers preferred to use *lenys* or *barques*.²⁵ What is of interest is that it appears that the ship owners and their partners had reserved up to 50 per cent of the cargo capacity for themselves.

As previously mentioned, the ship was to carry a crew of 30 men and five servants. Because of rampant piracy, the crew was expected to fight and was outfitted accordingly. The contract stipulates that each crewman was to be armed with one two-foot crossbow and two stirrup crossbows, and to have an iron cap and a cuirass. The reference to the *ballista duobus pedibus* is probably referring to a heavier bow that required both feet be used to cock it. The *ballista de strep* was the typical crossbow for the period, having a stirrup on the end to allow it to be cocked with one foot using a crow's foot on the crewman's belt to hold the bowstring. The cuirass would have been made of leather, which had been hardened by boiling or soaking in heated wax.²⁶

This contract is much more specific as to the arming of the crew than other contracts of the period. The actual number and types of armaments specified in the contract conform exactly to the *Ordinacions de la Ribera Maritima de Barcelona*, issued by James I in 1258, which set the regulations for the arming of

²² Lane 1974: 297–8.

²³ Pryor 1984: 375.

²⁴ Ibid.: 385.

²⁵ Abulafia 1994: 137–8.

²⁶ Lane 1969: 162.

vessels.²⁷ However, the *ordinacions* do not specify the number of crewmen that had to be armed on a given vessel, only the arms an armed seaman was to have. In this contract the number of seamen and type of arms are specifically listed. In contrast, Genoese contracts for 1291 generally state that the ship be *bene paratem et munitam marinariis et armis*.²⁸ Likewise, a contract for a Catalan ship going to Sicily to load grain, written in 1294 by the same notary as this charter-party, simply states *marinariis ... bene paratis et munitis*.²⁹ From the detailed nature of the contract it seems clear that the merchants were worried about the situation in the Strait of Gibraltar. They would have known of the sailing of the Aragonese fleet to Seville, and probably demanded that the arming of the crew and the ship be spelled out in the contract.

The Voyage

The *Santa María de Natzare* was chartered for a voyage from Barcelona to Seville, by way of Majorca, Alicante, Almería, and Malaga. The return voyage was to be directly to Majorca, and then possibly on to Barcelona. One of the frustrating aspects of the contract is that there is no indication as to the expected transit times between the ports. The charter only gives the number of days the ship was to lay over at each port.

The contract states that the ship would be ready to leave Barcelona within 15 days, on 21 May. The merchants were to be prepared to leave at that time and were required to pay one third of the freight charges for the cargo going to Seville. The contract also states that wherever the merchants off-loaded, they would be required to pay the freight charge for that cargo. However, if the merchants were unable to pay the charge at that time, then they could defer payment until the ship was unloaded at the end of the voyage. From Barcelona, the ship was to transit to Palma de Majorca for a layover of eight days.

At this point in the contract, the ship owners pledged to be ready to leave Majorca in eight days, or if they were not ready, to carry the merchants' goods to Seville for two thirds of the freight charge. This is the only place in the contract where a penalty is stated for a situation where one of the parties was not prepared to leave a port at the specified time. In the case of a ship not ready to leave port at the specified time, the *Consolat del Mar* states that the issue should be put to "the judgment of two good men, wise in the art of the sea".³⁰ Considering that the ship would be putting in at her home port, the Barcelona merchants may have felt they could not get a fair judgement in Palma de Majorca, and had this section written into the charter to prevent the ship owners from dallying in their home port until it was advantageous for them to leave.

²⁷ Capmany y de Monpalau 1961, vol. 2: document 14.

²⁸ Byrne 1934: 152–9.

²⁹ Bofarull y Sans 1898: 72.

³⁰ Colón and Garcia i Sanz 2001: Cap. 265, pp. 724–8.

The reason no similar stipulation is in the contract concerning possible delays caused by the merchants is that the sanctions stated in the *Consolat del Mar* with regards to merchants who delayed a vessel are rather stiff.³¹ If the merchants notified the *patrón* that they would be delayed, then they were obligated to pay any costs to the *patrón* caused by that delay. This amount could start to add up. The *patrón* could not only demand the merchants pay part of the anchorage fees, but also for any supplies required for the stay in port. On top of this, the merchants would have to pay an additional freight charge. If the merchants did not inform the *patrón* of their delay, then he could simply leave port after the stipulated time with any of the merchants' goods. Moreover, if the ship had waited extra days before finally departing, the merchants were still liable for any costs that the ship had accrued while waiting for them. It is easy to see why the ship owners did not bother to have a similar stipulation, concerning the merchants delaying the ship, written into the contract.

The stop in Palma de Majorca for eight days would be the second longest layover of the voyage. As will be shown later, the reason for this extended stay was probably because the vessel would be loading part of its cargo there. This was the only port where the ship would not have to pay the *ancoratge*, or anchorage fee.³² This exemption from fees for ships *de la terra* was common. In 1232 James I had granted a similar right to Barcelona merchants.³³ Unless specified in the charter, the *patrón* of a vessel paid these anchorage fees, which were usually based on the estimated tonnage of the vessel. The method of this calculation varied from port to port. In Majorca, the fee was based on the number of decks a ship had, or in the case of oared vessels, on the number of oars. Foreign ships had to pay the full fee, while Catalan ships were charged only one half.³⁴

The ship would also have been exempt from the typical *guiatge*, or licence to export, while in its homeport.³⁵ The *guiatge* served several functions, besides revenue enhancement for the port. A ship was supposed to declare its destination, and the cargo it was carrying. In theory, this allowed the port authorities to prevent trade with prohibited countries, and to prevent the portage of strategic items to Muslim ports.³⁶ The fact that the *Santa María de Natzare* was a Majorcan ship would have allowed the Barcelona merchants to get around some of these restrictions, though the ship would still have to declare its cargo. Pope Innocent IV in 1247 had authorized Majorcans to conduct business with Muslim countries.³⁷ Whether or not merchants had this sanction seems to have mattered little, since the lack of

³¹ Ibid.; Cap. 281, pp. 769–72.

³² Sevillano Colom 1974: 26–7.

³³ Capmany y de Monpalau 1961, vol. 1: 399.

³⁴ Sevillano Colom 1974: 26–7.

³⁵ Export licenses were required in 1284, but this appears to have been an extraordinary situation; Abulafia 1994: 131.

³⁶ Sevillano Colom 1974: 30–32.

³⁷ Ibid.: 7.

it does not seem to have inhibited the Genoese in regards to their relationship with Granada or North Africa. Nevertheless, this aspect would be one less potential legal entanglement the Barcelona merchants would have had to worry about.

After leaving Palma de Majorca, the ship was to make relatively short stops at Alicante, Almeria, and Malaga, remaining in each of those cities for only four days. Alicante was under the control of the Crown of Aragon, but the last two ports were in the Kingdom of Granada. The contract is not clear as to what items would be loaded or unloaded at those ports. The sense of the contract is that the cargo was bound for Seville, and virtually all of the items being transported could have been easily obtained in Barcelona or Majorca. Furthermore, all of the money and freight charges for the outbound voyage are based on Barcelona units. The only mention of Andalucian units in the charter come after the ship is anchored at Seville, and is in reference to cargo to be loaded there.

There is no mention in the charter of items that were common products of the region, such as dried fruits, rice, silk, hides and ceramics.³⁸ Wine, wool and olive oil could have been picked up at these ports, but again the contract states that these items were to be measured in Barcelona units, suggesting that they were to be loaded at Barcelona.³⁹ Based on the short stay in each port, it is likely the merchants were stopping off only long enough to sell what they could, and were not buying any goods in large quantities at these ports.

The visit to the Granada ports would not have been unusual since the *Santa María de Natzare* would be putting into ports that already had established Catalan communities. The major traders in the ports of Granada were Genoese. Genoese merchants had been in Andalucia since the twelfth century, and had become firmly established in Almeria and Malaga in the late thirteenth century. In 1278, the Genoese obtained the right to a *fondaco* and a church, the right to trade inland, and exemption from certain port duties.⁴⁰ However, the Catalans were not far behind. In 1300, a treaty between Muhammad II and James II of Aragon reaffirmed the rights of Catalan merchants in Granada, which had been similar to those of the Genoese, and gave them the right to establish their own *lonja* in Almeria and Malaga (Figure 9.4).⁴¹ The stops in Granada by the ship would have been typical for any coaster sailing to Seville.

On the last leg of the outbound voyage, the ship would have stopped at Sanlúcar de Barrameda at the mouth of the Guadalquivir River. This stop is not mentioned in the contract, but can be deduced from the stated need for the ship to pick up a pilot to go up river. The port had been conquered in 1264, and was particularly important because of its strategic location at the river mouth.⁴² The need to pick up a pilot was dictated by the 70 nautical mile run up the Guadalquivir to Seville. The

³⁸ Torres Delgado 1981: 316.

³⁹ Otte 1981: 194–227.

⁴⁰ López de Coca Castañer 1981: 338–40.

⁴¹ Torres Delgado 1981: 303; Capmany y de Monpalau 1961, vol. 1: 378.

⁴² Pérez-Embid 1944: 14; Franco Silva and Moreno Ollero 1981: 283.

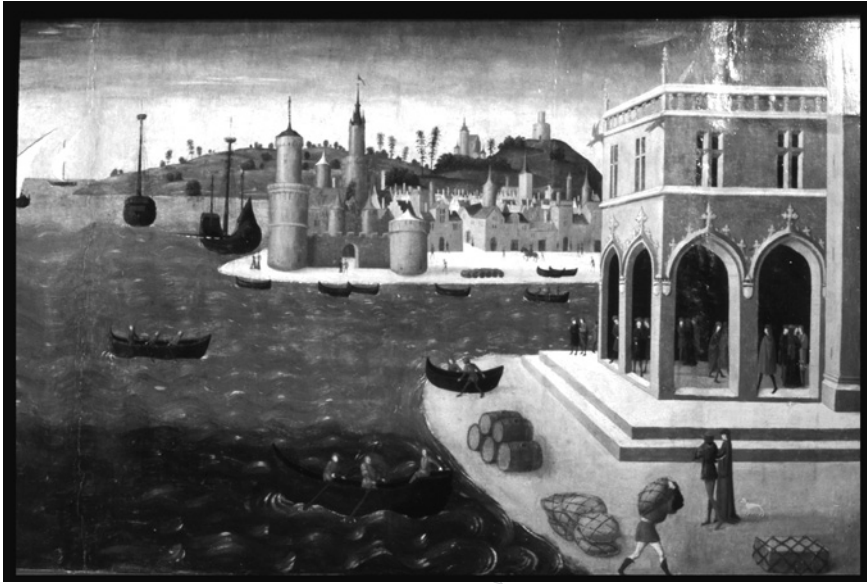


Figure 9.4 Painting of a typical *fondaco* or *lonja* like the ones the merchants of the *Santa María de Natzare* would visit on its trip. A detail of the *lonja* at Perpignan from the painting *Trinité*, painted 1489 (Photo by author with permission of the Musée Hyacinthe Rigaud, Perpignan).

ship would have had to be taken across the treacherous bar at the river mouth, and then worked up the sinuous channel to the city.

This part of the contract is the place where fees, concerning the operation of the ship, are mentioned. As previously stated, most fees concerning the operation of the ship were, by custom, paid by the ship owners. In this case, the merchants and the owners have agreed to split the cost of the pilot. What is more, the contract specifies that the same man be hired for the run back down the river. Considering that the ship was laying over in Seville for six weeks, it is not clear whether the pilot would be paid to remain in Seville for that period, or whether arrangements would be made with him to be back in Seville at a specified date.

It is obvious, from the fact that the parties do not bother to mention the required stop at Sanlúcar de Barrameda, that picking up a pilot for Seville was a rather common occurrence. Yet, there appears to be a dearth of information concerning river pilots in the laws and regulations of Seville. The office of the *almirantazgo* at Seville had jurisdiction over the river and Sanlúcar de Barrameda, yet the mention of pilots is singularly absent from decrees of the period, which cover virtually every other aspect of navigation on the Guadalquivir.⁴³

⁴³ Pérez-Embid 1944: 10, 41.

On arrival at Seville, a ship would have moored at the Arenal, which was the river embankment in front of the Barrio de la Mar, where the merchants would have stayed. The contract calls this landing the *Cadareçmen*, which does not correspond to any of the known medieval names in Seville. However, the word stem *cader-* is found in both Latin and Spanish. In Spanish, the word *caderes* refers to a cathedral, or its steps or entrance. The Arenal Gate connected directly to the cathedral steps via the Calle de la Mar.⁴⁴ The location referred to as *Cadareçmen* is probably the Arenal Gate on the Arenal, which was a large point bar in the river and traditional landing for medieval merchant ships. At this point the ship would have been subject to several taxes, collectively known as the *renta del Almirante*. At this time, the *renta* was composed of the *almirantazgo* and the *anchorage*. The first was merely symbolic, such as a basket of tuna, a sack of herrings, or two hundred apples from the ship.

The second fee was the typical anchorage fee. These thirteenth-century customs were codified in 1302, and they give the amounts each ship was to pay. For a *nao*, as the *Santa María de Natzare* would be called, the fee would have been one *dobla* for every 50 barrels of wine, molasses, olive oil, etc. discharged. Also, a ship with two masts, like the *Santa María de Natzare*, paid a flat two *doblas*. This same fee structure was imposed by the *almirante* on ships that unloaded at Sanlúcar de Barrameda, to prevent shippers from avoiding the taxes by unloading there, and then having the goods shipped up river by the *barqueros del río*.⁴⁵ As usual, the local shippers were exempt from the above fees.

Catalan merchants at this time enjoyed many of the same privileges granted to the Genoese in 1251.⁴⁶ The Genoese were granted their own *barrio*, the right to engage in trade inland of Seville, and the right to elect their own magistrates, or *alcaldes*, who would administer laws in the *barrio*, except in the case of serious crimes. They also received the right to have their own baths, and to operate their own bakery. These same rights, except being allowed to have their own *barrio*, would be extended to the Catalans by Alfonso X in April 1282.⁴⁷ The Catalans were granted their own *barrio*, like the Genoese and the French, in 1284 by Sancho IV.⁴⁸ The Catalans continued to enjoy these privileges, except for the hiatus of 1288–92.

It should be noted that, while each of the *barríos*, including the Barrio de la Mar, had their own *alcalde* and courts, they were all ultimately under the jurisdiction of the *Almirante*, who controlled all aspects of traffic on the Guadalquivir, and the Barrio de la Mar in particular. The admiral was in command of the fleet and the naval arsenal, called the *Atarazanas*, and also controlled the fishermen and the riverboats, as well as all ships along the Andalusian coast. The office ran patrols on the river, that were to assure all vessels paid their fees, and to prevent the trafficking

⁴⁴ Pérez-Mallaína 1998: 4–5.

⁴⁵ Pérez-Embid 1968: 66–7.

⁴⁶ González 1951, vol. 2: 301.

⁴⁷ Capmany y de Monpalau 1961, vol. 2: document 31.

⁴⁸ *Ibid.*: document 35.

of contraband, *cosas vedadas*, with the local pirates and Muslims. Any ship or merchant entering or leaving the port would have had to deal with this authority.⁴⁹

The two guilds that were supplying the merchants with foodstuffs would have been under the jurisdiction of the *almirante*. The sacks of flour from Cordova, mentioned in the contract, would have been brought down the river by the *barqueros del rio*, who handled most of the trade between Seville and Cordova. The *barqueros* go back to at least the twelfth century, and handled a variety of duties in the port, including loading and unloading cargo. The tuna listed would have been caught and provided by the *pescaderos*, who like the *barqueros del rio*, had their own *barrio*. Both groups had their own *alcaldes*, and were relatively influential in the city. In 1310, the city tried to put both groups under the municipal jurisdiction, but they vigorously protested the action directly to Fernando IV, who ultimately rescinded the order.⁵⁰

The Catalans, along with the Genoese, the French, the Lombards, and the Bardi Company, were partially exempt from the normal taxes imposed on merchants. Normally, merchants paid the *diezmo* for the right to enter Seville, which was 10 per cent of the value of the goods. However, according to Pegolotti, the above merchants only paid 5 per cent. Furthermore, all goods taken out of Seville, up to the value of the goods brought in by the merchant, were free of duties. Any amount of goods above that value was taxed at two and one half per cent.⁵¹

On leaving the port, the *Santa María de Natzare* would have been worked down the river, and then would have dropped off the pilot at Sanlúcar de Barrameda. From there she was to sail directly back to Palma de Majorca, and then, as previously mentioned, possibly on to Barcelona. The fact that the *Santa María de Natzare* would not have to pay an *ancoratge* or *guiatge* in Palma de Majorca explains one of the last clauses in the contract. In it, if the merchants unload more than half of their goods at Majorca, they are required to completely unload the ship there. This clause is clearly designed to prevent the ship owners having to transport a light load to Barcelona. Considering that the ship owners would be unloading their goods at Majorca, this clause also prevented them from paying the anchorage fees at Barcelona for a near-empty ship and would also allow the ship to end the voyage in its homeport.

The contract does not provide any specific dates with regards to the anticipated arrival of the ship at any port. However, based on historical information, it is possible to make a rough estimate as to when the merchants planned to be in Seville.

When Fernando III captured Seville in 1248, a large portion of the Moorish population decided to emigrate to Granada or North Africa. The result was the collapse of much of the industry in Seville.⁵² To stimulate commerce, Alfonso

⁴⁹ Pérez-Embid 1968: 54–5.

⁵⁰ Pérez-Embid 1944: 57–8.

⁵¹ Pegolotti 1936: 125.

⁵² González Jiménez and López de Coca Castañer 1980, vol. 2: 106–10, 143–5. Ladero Quesada 1976: 20–21.

X, successor to Fernando III, established three fairs in 1254. One of these fairs was the *feria de la Asunción*, which was held on August 15. The fair lasted 15 days, and during that period all transactions were exempt from taxes.⁵³ Given the enticement of duty-free merchandise, it may well be that the merchants were planning the voyage to arrive before or during the fair. The six-week layover in Seville, compared to the other stops, suggests that the merchants were planning on doing extended business.

Unfortunately, the contract is somewhat vague, so only an estimate can be made. The ship was to leave Barcelona on 21 May 1292. If the ship took the most direct routes to each of its destinations, the distance covered from Barcelona to Sanlúcar de Barrameda would have been approximately 690 nautical miles. The vessel would have been travelling with the prevailing summer winds and the current until it arrived at Tarifa, when it would have had to go against the 4 knot current coming into the Mediterranean. Evidence for the average speed of vessels from this time is very limited, but even in the most favourable conditions ships like the *Santa María de Natzare* could probably make only 2.25 knots on average.⁵⁴ Given this figure it would have taken the ship a minimum of 14 days to cover that distance. It would have taken at least seven more days to work the 70 NM (130 kilometres) up river to Seville.⁵⁵ Added to this would have been the 20 days of layover at different ports. Given these figures, the earliest the *Santa María de Natzare* could have arrived at Seville would have been sometime after 31 July. Given the above, it is clear the six week layover at Seville was designed to account for the vagaries of the voyage so the merchants could take advantage of the fair starting August 15.

The Cargo

The cargo of the *Santa María de Natzare* is a direct reflection of the economies of Catalonia and Andalusia. In very general terms, the goods being shipped from Catalonia were finished products, whereas the items coming from Seville were virtually all raw materials (Table 9.1 above).

Of the goods on the outbound voyage, the cotton cloth, the hazel nuts, the mastic, the wine, and the wood would have been loaded at Barcelona. The cotton cloth is listed as *fustaneis*, which was relatively cheap compared to the French and Flemish cloths.⁵⁶ Barcelona had been mainly importing and then exporting quality cloth from the north, but the textile industry was already beginning to emerge by 1230.⁵⁷ When war broke out between Aragon and France in 1282, the supply of

⁵³ Ibid.: 83.

⁵⁴ Pryor 1988: 12–37.

⁵⁵ This estimate is based on the transit times for the small freighters of 100 to 300 tons transiting the river in the sixteenth century; Pérez-Mallaína 1998: 4, 8.

⁵⁶ Abulafia 1985: 217.

⁵⁷ Ibid.: 215; Dufourcq and Gautier-Dalché 1983: 185.

northern cloth was cut off, and from that point on the Catalan cloth industry began to develop rapidly.⁵⁸ The fact the ship was only carrying *fustaneis*, and not an imported cloth, is an indication of the growth of the industry.

Wine was another typical export of Catalonia. The shipment of wine on the vessel was the only outbound cargo that was being measured by volume. The unit stated is a *caficium*, which was an Arabic measure.⁵⁹ Seville at this time was producing both a white and rosé wine, but was still allowing wine to be imported. But in 1310, a law was passed prohibiting the import of wines other than Castilian wines. The one exception to this prohibition was in the instance of wines being brought in by sea.⁶⁰ There are also indications that wine was being imported to Majorca for export.⁶¹ It is quite possible that part, or all, of the wine going out of Barcelona was off-loaded at Palma de Majorca.

The three raw materials being exported from Catalonia were mastic, hazel nuts, and wood, which were all common exports for Catalonia. The mastic had a variety of uses, and was commonly used in varnish and glue, and as a mouth freshener. It is possible that it was to be picked up in Majorca, as resin production was also a major industry in the Balearic Islands.⁶²

The wood is an interesting anomaly. Of all the cargo carried by the ship, the wood is the only item where the ship owners actually take a portion of the cargo in lieu of payment, in this case one quarter of the wood being shipped. Payment in this manner was not unusual in itself. In the case of a dispute over the freight charge for a load of wood, the *Consolat del Mar* allowed a *patrón* to simply seize one half of the wood.⁶³ Yet, the fact that the ship owners are asking for a quarter of the load suggests they were more interested in obtaining the wood itself than payment for shipping it. Majorca had thick pine forests at this time, but pine was only useful in ship construction for planks and masts.⁶⁴ On the other hand, Catalonia was actively exporting a variety of hardwoods, including oak, holly and elm, all of which were needed in ship construction for the frames, knees, beams, and rudders.⁶⁵ It is likely that the ship owners wanted the wood because the type being exported was probably in short supply, and would fetch a good price. It is also possible that the partners wanted the wood for the construction of a new ship. Andalucía could have used any hardwood exported by Catalonia. Like Majorca, the region had extensive pine forests, but seems to have lacked

⁵⁸ Ibid.: 184.

⁵⁹ Bisson 1984, vol. 1: 303.

⁶⁰ Pérez-Embid 1968: 75.

⁶¹ Sevillano Colom 1974: 35, 45.

⁶² Mastic was produced exclusively on the island of Chios, but the importation and processing of it was a major Majorcan industry.

⁶³ Colón and Garcia i Sanz 2001: Cap. 291, pp. 821–4.

⁶⁴ Sevillano Colom 1974: 16.

⁶⁵ Dufourcq and Gautier-Dalché 1983: 180; Madurell Marimón 1968: 186.

the hardwoods necessary for construction of ships.⁶⁶ The naval arsenal at Seville would have required large amounts of hardwood, and it is quite possible this was the final destination of wood.

The pepper and the frankincense most likely would have been picked up in Majorca. Palma de Majorca was involved heavily in import-export trade and a number of items were imported and exported to various countries. Though Pegolotti was writing approximately 50 years later, the length of the list he gives for merchandise that could be obtained in Majorca gives an idea of the thriving trade in the Balearic Islands. Among the items listed are: pepper, frankincense, mastic, wood, wool, cotton, quicksilver, indigo, grain, animal skins, wax, and sugar.⁶⁷ As can be seen, the first three items appear in the list of outbound goods. Several of the other items appear in the list of goods inbound from Seville, which is again an indication of the amount of trade passing through the islands (Table 9.1 above).

The list of goods coming from Seville is not only the reverse of that coming from Barcelona, but is a list of exactly what Catalonia and Majorca were lacking. Whereas Catalonia had a burgeoning textile industry, that of Seville was still trying to recover from the depopulation of the region. After the exodus of 1248, there had been a revolt of the remaining Muslims in 1264. The revolt was crushed in 1265, but the result was the virtual depopulation of the entire Guadalquivir valley, resulting in a population crisis between 1275 and 1285.⁶⁸ By 1290, the textile industry had recovered somewhat, but it still could not provide all the fabric required by the region.⁶⁹ On the other hand, the region was rich in natural resources, as reflected in the list of potential outbound cargo from Seville. Catalonia did not have the natural resources to sufficiently supply itself, which explains the long list of raw materials being imported. While Seville may have needed the finished cotton fabric, Catalonia required the raw cotton and wool to keep its looms busy. Likewise, the madder and the indigo being shipped would have found ready use in the Catalan textile industry, and along with animal skins, all of these items appear in Pegolotti's list of goods to be found in Majorca.

The long list of food items found in the contract is an indication of the problem Catalonia and Majorca were facing with respect to agriculture. In 1271 James I had prohibited the export of grains, along with vegetables and other goods.⁷⁰ Part of this prohibition was rescinded in 1281 by Pedro III, but not with respect to grains.⁷¹ Most of these food items would have gone on to Barcelona, but some of the grain may have been off-loaded at Majorca. Despite the chronic shortages

⁶⁶ González Jiménez and López de Coca Castañer 1980, vol. 2: 219.

⁶⁷ Pegolotti 1936: 123; also see Abulafia 1994: 116–18.

⁶⁸ González Jiménez and López de Coca Castañer 1980, vol. 2: 110–14, 148–9.

⁶⁹ Ladero Quesada 1976: 78–9; González 1951, vol. 1: 548.

⁷⁰ Serra i Puig 1988: 82–3.

⁷¹ Capmany y de Monpalau 1961, vol. 2: document 30.

of grains, the island tended to be a distribution point to various cities, including Montpellier, Narbona, and northern Italy.⁷²

The next two items may have or may not have gone on to Barcelona, since they all were actively imported into Catalonia and Majorca. The iron and the copper would have come from mines near to Seville. The iron would have come from Cordova, while the copper would have come from mines to the northwest at Rio Tinto. These mines had produced the *metallum hispanicum* of Roman times, and produced a particularly high-grade ore.⁷³ Because of their weight, these heavy items would have been put in the hold and used as ballast. As with all of the items to be carried on the return trip, copper and iron would have found ready markets. Majorca had an active arms industry, while Barcelona not only produced arms, but anchors as well.⁷⁴

The Consolat del Mar

At the beginning of this paper, the question was asked as to why a rather non-descript contract would end up in the royal archive. While it is not possible to give a definite answer, two aspects of the contract suggest possible reasons. It is likely that the contract was under dispute since the document is a formal *charta* required for a court, and not a simple *schede*, or rough draft. This in turn suggests that the document was under dispute for some reason. The first possibility is that one or more of the parties decided that sailing into a region of active naval warfare was too dangerous and tried to back out of the contract. Considering that the *Santa María de Natzare* was sailing into a narrow stretch of water actively contested by two fleets, the fear of having the ship seized or sunk would have been a reasonable one.

The other possible reason concerns the presence of wood on board the ship. As mentioned, wood was considered a *cosa vedada*, a prohibited good, and it was forbidden for it to be sold to Muslims. As the ship was to stop at two Muslim ports in Granada, it may be that the port authorities had brought charges against the owners and merchants. Finally, it is also possible the *Santa María de Natzare* actually made the voyage but for some reason the contract was breached on the return voyage. There is simply no evidence pointing to a particular reason, though the first possibility is the most likely. In any case, the issue would have been settled in a royal court attached to the *Consolat del Mar*, which would not have its own scribe and court until the fourteenth century. If the contract was disputed in the *Consolat del Mar*, the use of officials from the royal court might explain why the document is located today in the royal archive.

The charter for the *Santa María de Natzare* provides a wealth of information about the internal commerce in the Iberian Peninsula at the end of the thirteenth century. The document provides a detailed view of the type of coaster that engaged

⁷² Dufourcq and Gautier-Dalché 1983: 186.

⁷³ Stamp and Gilmour 1954: 272–3; Dufourcq and Gautier-Dalché 1983: 167.

⁷⁴ Ibid.: 185. Sevillano Colom 1974: 167.

in the local trade. From the document we find that the vessel was of modest size, though not the smallest engaged in local traffic, and that it was making a rather typical run down the coast of Spain. Furthermore, it appears that a significant portion of the vessel had been reserved by the owners for their own goods, even though there were ten merchants who were chartering the vessel. Based on the data, it appears the merchants were getting the use of only half of the ship's total capacity.

The cargos for the outbound and return voyages are a direct reflection of the economic strengths and weaknesses in both kingdoms. The outbound cargo indicates the strengths of the Catalan economy with respect to trade and industry, while the return merchandise highlights the weakness of the region with regards to foodstuffs and natural resources. Similarly, the long list of materials being shipped from Seville show a region rich in natural resources, but which is lacking in a strong industrial base.

Finally, the document clearly demonstrates that contracts were often not formulaic, but were tailored to address the concerns of the contracting parties with regards to their relationship with each other, as well as concerns as to the political and naval situation the vessel might be sailing into.

Pergemino 120, Archivo de La Corona de Aragon, Jaime II.

[1] In Christi nomine: Sit omnibus manifestum quod nos Matheus Cabriti et Berengerius Reya Cives Majorice per nos et socios nostros parsonerios navis nostre nauleamos vobis Arnaldo de Montesicco, Bernardo Mascharelli et Bernardono Mascharelli, Guillermo de [2] Calcolibero et Guillermo Rosseti, Bernardo Omberti, Petro Poncii, Petro Cohopertorarii, Jacobo Vitalis et Matheo Fusterii mercatoribus civibus Barchinonensis navem nostram et sociorum, vocatam Sancta Maria de Natzare, bene stanyam paratam et exerciatam pro faciundo via- [3] tico a civitate Barchinone ad civitatem Sibilie et de inde ad alias partes; Promittentes vobis bona fide quod predictam navem ducemus in enundo et redeundo paratam cum arboribus et anthenis ac temonibus bonis et sinceris et cum sexdecim anchoris et sexdecim [4] gumenis et cum omnibus exarguiis ei utilibus et necesariis et cum duabus barchis cum duplici armamento timorum et amarinatam⁷⁵ cum triginta marinariis et quinque servitoribus bonis et sufficientibus, qui triginta marinarii erunt bene parati et [5] muniti cum cuyraciis et capellis de ferro et unusquisque eorum habebit tres ballistas duas de duobus pedibus et unam de strep et trescentas tretas;⁷⁶ Promittentes vobis bona fide quod recedendo de

⁷⁵ The word *amarinatam* appears to be a passive past participle, and is being used to mean to man or to crew a ship. It appears to be derived from either the adjective *marinus* or the noun *marinum*. One of these words has been used to form a first declension verb *marino*, *-are*, *-avi*, *-atum*.

⁷⁶ The word *tretas* does not appear in any dictionary, but is found in several contracts and medieval laws of Catalonia. The word is always found in association with references to crossbows, and always in a context of meaning arrow or bolt.

Barchinona divertemus dictam navem ad civita- [6] tem Maiorice et ibi expediemus predictam navem infra octo dies primo continue venturos postquam dicta navis fuerit illic juncta et recedendo de Maiorice divertemus predictam navem apud Alacant et apud Almeriam et apud Malecham [7] et in unoquoque istorum trium locorum expectabimus vos per quatuor dies continue subsequentes postquam juncti fuerimus in dictis locis et vos tunc sitis parati et expediti; Promittimus etiam vobis bona fide quod in Barchinona, Maiorice et in unoquoque [8] aliorum locorum predictorum levabimus omnes merces et res quas causa portandi ad dictam civitatem Sibilie in predicta navi volucritis mitere et carricare; Et predictam navem expedierimus in Barchinona tam inde recedendi hinc ad quindecim dies pro- [9] xime venturos et vos tunc temporis sitis parati et expediti tenamini nobis addere ad naulum infrascriptum terciam partem et si nos non recesserimus de Maiorice infro predictos [10] octo dies, promittimus portare merces vestras ad dictas partes Sibilie pro duabus partibus nauli infrascripte remisa vobis tercia parte ipius nauli; Et detis nobis pro mercibus quas in Barchinone et in aliis locis predictas carricaveritis in dicta navi [11] introitu predicti viatici ubicumque ipsas res et merces carricaveritis scilicet pro sacco de avellanis quatuor solidos monete Barchinone perpetue de torno,⁷⁷ pro carga de pipere sex solidos predictae monete, pro bala de fustaneis quinque solidos predictae monete, pro quolibet quin- [12] tali de mastico et de ture duos solidos, pro quolibet caficio vini ad rectum caficium Barchinone detis nobis unam duplam de rexto⁷⁸ auri fini et ponderis rectis; Detis etiam nobis pro fusta et de omni alia frascha quartam partem integriter; [13] Dantes et solventes nobis duplas auri de rexto ad rationem sexdecim solidos Barchinone pro qualibet dupla. Cum autem dicta navis juncta fuerit apud rivum Sibilie antequam dicta navis ibi intret levabimus ibi [14] pilot et vos solvatis salarium ipsius pilot in introitu, et nos solvemus salarium ipsius in exitu dicti rivi; Et predictam navem postquam juncta fuerit apud Sibiliam in loco vocato Cadareçmen⁷⁹ expediatis causa inde recedendi et redeundi infra sex septimas

⁷⁷ The term *perpetue de terno* stems from the issuing of the *dineros ternales* by Jaime I in 1234. Because of continual debasement over the years, it was decided to stabilize the *dinero*. Each *ternale* was supposed to have a silver content of 3/12 silver, and was equal to three of the older *quaternales*. The term *perpetuae* was added in 1236 by the Cortes de Mozón to allay fears that there would be changes in the content of the money. Similar steps were taken with the Barcelona *dinero* in 1256. Gil Farrés, 1976: 228, 272.

⁷⁸ *Rexeto* probably refers to the gold Castilian *dobla rexadia*. This seems to be confirmed in the next line where 1 *dupla* is equated to 16 *solidus* (*sueldos*). This is very close to the official exchange rate of 1 *rexadia* to 14.5 *sueldos* during the last quarter of the thirteenth century. Gil Farrés, 1976: 237.

⁷⁹ The word *Cadareçmen* is problematic. There appears to be no Latin or Spanish word with that spelling. However, the word stem *cader-* is found in both Latin and Spanish. In Spanish, the word *caderes* refers to a cathedral, or its steps or entrance. This does not seem to apply in this case, since the cathedral is not near the Guadalquivir River. In medieval Latin, the word *caderum* has the meaning of *saepum*, which can be an enclosure or embankment. This would fit closer to the point bar on the east bank of the Guadalquivir at Seville, called

continue venturas [15] postquam fuerimus illic justī; Et detis nobis pro nauo cuiuslibet jarra olie et de tunyna tres solidos monete Barchinone perpetue de torno, pro quolibet quarteria frumenti ad rectam quarteriam Barchinone vel illius loci in quo descarricaverimus viginti denarios, pro quolibet quarteria ordeī ad dictam quar- [16] teriam decem et octo denarios, pro quolibet quarterium fabarum et cicerum ad predictam quarterium ubi dictam est viginti denarios, pro qualibet sacco de farina de Cordova quindecim solidos predictae monete, pro quolibet quintali de ferro et de cupro quindecim [17] denarios, pro bala de salvahina et cirogrillorum decem solidos, pro qualibet quintali de sepo et de sagimine⁸⁰ in botes vel in jarris tres solidos nets, pro quolibet quintali de sucaro et de indio detis nobis qua- [18] tor solidos, pro quolibet quintali de cotone quator solidos, pro quintali de rogia tres solidos, quolibet quintali de lana tres solidos predictae monete Barchinone de torno, pro similibus vero mercibus detis nobis simile nauum; Et predicta sint ad quintale [19] de Ispania;⁸¹ Et de predictis mercibus quas carricabitis in dicta navi in redditu dicti viatici tenamini carricare in omne eventu mille trecentas quinquaginta jarras, scilicet vos dictus Arnaldus de Montescico ducentas jarras, et vos [20] Bernardonus Mascharelli, et Bernardus Mascharelli trescentas jarras, et vos Guillermus de Calcolibero et Guillermus Rosseti trescentas jarras, et vos Bernardus Omberti centum jarras, et vos Petrus Poncii centum jarras, et vos Pe- [21] trus Cohpertorarii centum jarras, et vos Jacobus Vitalis ducentas jarras, et vos dictus Matheus Fusterii quinquaginta jarras; Set si vos omnes vel aliquis vestrum nolletis mittere et carricare in dicta navi predictas jarras quas unusquisque [22] vestrum in dicta nave mittere et carricare debetis et firmatis teneamini mittere in dicta navi quintalia de predictis mercibus tot et tanta quod quantitas nauli ipsarum mercium valeat et ascendat ad quantitatem nauli jarrarum quas unusquisque vestrum mittere [23] et carricare debetis in dicta navi et de hoc teneamini nos certos facere infra octo dies continue subsequentes postquam dicta navis juncta fuerit apud Cadareçmen; Et si forsam vos predicti Arnaldus de Montescico, Bernardus Mascharelli, Bernardonus [24] Mascharelli, Guillermus de Calcolibere, Guillermus Roseti, Bernardus Omberti, Petrus Poncii, Petrus Cohpertorarii ultra predictam quantitatem jarrarum quas vos et unusquisque vestrum mittere et carricare debetis in dicta navi ac firmatis velletis mit- [25] tere in dicta navi trescentas jarras promittimus eas vobis levare in dicta navi; Ita quod vos in omni casu teneamini nobis de predicta quantitate jarrarum quas vos et unusquisque vestrum firmatis in dicta navi que sunt in universum mille centum [26] jarre, et nos teneamur vobis de mille quadringentis jarris, et de hiis teneamini nos certos facere infra octo dies primo continue venturos postquam dicta navis juncta fuerit apud Cadareçmen recedendo autem de partibus Sibilie ducemus [27] dictam navem ad civitatem Maiorice et ibi discarricabimus illas res et merces quas ibi volueritis

the Arenal, where ships traditionally tied up. It would also have placed the merchants at or near the Barrio de la Mar, which was the quarter for foreign merchants.

⁸⁰ The word *sepo* refers to tallow and *sagimine* refers to lard.

⁸¹ The word *Ispania* did not refer to the whole Iberian Peninsula, but only to Andalusia.

discarricare et ibi promittimus predictam navem expedivisse infra octo dies continue venturos postquam dicta navis fuerit illic juncta vel si vobis ma- [28] gis placuerit discarricabimus ibidem totaliter dictam navem vel aportabimus ipsas res si vobis magis placuerit ad civitatem Barchinone, set si major pars dictarum mercius discarricaretur in civitate Maiorice teneamini ibidem totalitier dictam na- [29] vem discarricare et non teneamur in hoc casu venire in civitatem Barchinone et in quocumque loco discarricaveritis res et merces quas in dicta navi carricaveritis tam in introitu dicti viatici quam in redditu teneamini nobis solverè nau- [30] lum ipsarum mercium sive rerum incontinenti cum dicte merces fuerint discarricate; Hec autem omnia supradicta et singula pro ut superius continentur promittimus nos dicti naulatores⁸² vobis dictis mercatoribus sub obligatione omnium bonorum nostrorum habitorum et habendorum, et [31] etiam juramus per Deum et eius Sancta quatuor Evangelia manibus nostris corporaliter tacta tenere en inviolabiliter observare, renunciante, quantum ad hec nove constitucioni et beneficio dividende accionis et omni alii juri rationi et consuetudini contra hec repugnantibus. [32] Ad hec nos mercatores predicti suscipientes a vobis dictis naulatoribus predictam naulacionem sub forma et condicionibus supradictis et predictis omnibus et singulis consencientes pro ut a vobis superius dicta sunt et expressa promittimus vobis sub obligatione [33] omnium bonorum nostrorum habitorum et habendorum predicta omnia et singula que a nobis sint vobis complenda et attendenda tenere complere et inviolabiliter observare. Et ad majorem cautelam juramus omnes preterquam ego dictus Arnaldus de Montescicco per Deum et eius [34] Sancta quatuor Evangelia manibus nostris corporaliter tacta predicta omnia et singula que a nobis sint complenda attendere et complere et in aliquo nos contravenire aliquo jure causa vel ratione.⁸³ Actum est hoc pridie nonas Mayi anno Domini millesimo ducent- [35] tessimo nongesimo secundo. Signum Mathei Cabriti. Signum Berengari Reya qui hoc firmamus et juramus. Signum Arnaldi de Montescicco qui hoc firmo. Signum Bernardi Mascharelli. Signum Bernardoni Mascharelli. Signum Guillermi de Calcolibere. Signum Guillermi [36] Rosseti. Signum Bernardi Omberti. Signum Petri Poncii. Signum Petri Cohopertorarii. Signum Jacobi Vitalis. Signum Mathei Fusterii predictorum qui hoc firmamus et juramus. Testes huius rei sunt Berengarius Grunny, Jacobus Magranerii, Bernardus de Gurbo et Raymundus de Calcolibere. [37] Signum Bernardi Paschalis Notarii Publici Barchinone qui hoc scribi fecit et clausit cum litteris apositis in linea secunda ubi

⁸² The word *naulatores* is used here in a clear reference to the ship owners.

⁸³ This renunciation is typical of Catalan *comandas* and charters from this period. This particular form begins to appear around 1270, and continues into the fourteenth century. The statement is designed to protect the parties involved from interference in the contract from outside sources. The term *beneficium* referred to the right of a merchant to go to a special court to settle a dispute with regards to the contract. The other parts of the renunciation are designed to prevent a party from breaking the contract by resorting to a royal edict, or customary law. Madurell Marimón and Garcia Sanz 1973: 170–218; Riesenber, 1955: 208–10.

dictur *ra* et linea XV ubi dictur vel illius loci in quo discarricabimus et in linea XXIII ubi dictur postquam dicta navis, [38] et rasis et emenddati in linea XVI ubi scribitur ubi dictum est.

Translation of Pergemino 120, Archivo de La Corona de Aragón, Jaime II.

In the name of God: Be it known to all that we Matheus Cabriti and Berengrarius Reya, citizens of Majorca, for us and our partners and associates of our ship charter to you Arnaldus de Montesicco, Bernardus Mascharelli and Bernardonus Mascharelli, Guillelmus de Calcolibero and Guillelmus Rosseti, Bernardus Umberti, Petrus Poncii, Petrus Cohopertorarii, Jacobus Vitalis and Matheus Fusterii, merchant citizens of Barcelona, our and our partner's ship, called the *Santa Maria de Natzare*, well-founded, prepared and repaired for making the voyage from the city of Barcelona to the city of Seville, and from there to other places. Promising to you in good faith that we will operate the aforesaid ship in going and returning, prepared with good and sound masts and yards and rudders, and with 16 anchors and 16 sets of ground tackle, and with all their useful and necessary tackle, with 2 ship's boats with duplicate rudders, and manned with 30 sailors and 5 servants good and sound, which 30 sailors will be well prepared and armed with cuirasses and iron caps and each individual will have 3 crossbows, 2 of two-foot and 1 of the stirrup, and 300 bolts. Promising to you in good faith that departing from Barcelona we will turn the said ship to the city of Majorca, and there we will prepare immediately the aforesaid ship in under those 8 days consecutively that will come from when it will be first moored in that place. And departing from Majorca, we will divert the aforesaid ship to Alicante, to Almeria, and Malaga, and indeed, in those three places we will wait for you for four days immediately following after we will have moored in the said places, and then you will be prepared and ready to leave. We also promise to you in good faith that in Barcelona, Majorca, and any of the other aforesaid places, we will take up all merchandise, and send and carry the items swiftly for the sake of transporting them to the said city of Seville. And we will have prepared the said ship in Barcelona just as much for going hence as coming hither in 15 days afterwards, and then you will be prepared and ready to leave in that period of time, (and) you will be held by us to add to the freight charge written below a third part, and if we ourselves will not have departed from Majorca inside of the aforesaid 8 days, we promise to carry your merchandise to the said parts of Seville for two parts of the freight charges written below, a third part of the same charges having been given back to you.

And you will give to us for the merchandise, which in Barcelona and in the other aforesaid places wherever those same things and merchandise you will have load in the said ship at the start of the aforesaid journey, such: for a sack of hazel nuts with 4 *solidus* of Barcelona money *perpetuae de terno*, for a load of pepper 6 *solidus* of the aforesaid money, for a bale of cotton cloth 5 *solidus* of the aforesaid

money, for any quintal of mastic and of frankincense 2 *solidus*.⁸⁴ For any *caficium* of wine in conformity with the correct *caficium* of Barcelona you will give us 1 *dupla rexeto* of fine gold and correct weight.⁸⁵ Furthermore for wood and all other branches you will give to us a fourth part of the whole; giving and paying to us *duplas* of gold out of a *rexeto* at the rate of 16 *solidus* of Barcelona for any *dupla*.

Moreover, when the said ship will have been moored in the channel of Seville, before the said ship will enter there, we will take on a pilot there and you yourselves will pay the wage of the same pilot on entering, and we ourselves will pay the wage of the same said man on leaving. And after it will have been moored at Seville in a place called *Cadareçmen*, you will prepare the aforesaid ship for the sake of leaving there, and returning inside of the 6 consecutive weeks that will come after we will have been moored in that place.⁸⁶ And you will give to us as freight payment for any jar of olive oil and of tuna 3 *solidus* of Barcelona money *perpetuae de terno*, for any *quarteria* of grain in conformity with the correct *quarteria* of Barcelona, or of that place in which we unload, 20 *dineros*, for any *quarteria* of lentils at the said *quarteria* 10 and 8 *dineros*, for any *quarteria* of broadbean and of chick-peas, at the aforesaid *quarteria* where it was stated, 20 *dineros*, for each sack of flour of Cordoba 15 *solidus* of aforesaid money, for each quintal of iron and of copper 15 *dineros*, for a bale of wild skins or of rabbit 10 *solidus*, for any quintal of tallow and of lard in butts or in jars 3 *solidus* pure.⁸⁷ For any quintal of sugar and of indigo you will give to us 4 *solidus*, for any quintal of cotton 4 *solidus*, for a quintal of madder 3 *solidus*, for any quintal of wool 3 *solidus* of Barcelona money *de terno*. For similar real merchandise you will give to us similar freight payment. And the aforesaid will be in conformity to the quintal of Hispania.⁸⁸

And of the aforesaid merchandise which you will carry in the said ship on the return of the said voyage, you will be held to carry in all events 1,350 *jarras*, that

⁸⁴ The term *perpetue de terno* stems from the issuing of the *dineros ternales* by Jaime I in 1234. Because of continual debasement over the years, it was decided to stabilize the *dinero*. Each *ternale* was supposed to have a silver content of 3/12 silver, and was equal to three of the older *quaternales*. The term *perpetuae* was added in 1236 by the Cortes de Mozón to allay fears that there would be changes in the content of the money. Similar steps were taken with the Barcelona *dinero* in 1256. Gil Farrés 1976: 228, 272.

⁸⁵ *Rexeto* probably refers to the gold Castilian *dobla rexadia*. This seems to be confirmed in the next line where 1 *dupla* is equated to 16 *solidus* (*sueldos*). This is very close to the official exchange rate of 1 *rexadia* to 14.5 *sueldos* during the last quarter of the thirteenth century; Gil Farrés, 1976: 237. 1 *caficium* (liquids) = 11.7 liters.

⁸⁶ The word *Cadareçmen* is problematic. There appears to be no Latin or Spanish word with that spelling. However, the word stem *cadar-* is found in both Latin and Spanish. In Spanish, the word *cadere* refers to a cathedral, or its steps or entrance. The location referred to as *Cadareçmen* is probably the Arenal, which was a large point bar in the river and traditional landing for medieval merchant ships.

⁸⁷ 1 *quartera* (dry goods) = 61.15 liters.

⁸⁸ The word *Ispania* did not refer to the whole Iberian Peninsula, but only to Andalusia.

is to say you the said Arnaldus of Montesicco 200 *jarras*, and you Bernardonus Mascharelli and Bernardus Mascharelli 300 *jarras*, and you Guillermus de Calcolibero and Guillermus Rosseti 300 *jarras*, and you Bernardus Omberti 100 *jarras*, and you Petrus Poncii 100 *jarras*, and you Petrus Cohopertorarii 100 *jarras*, and you Jacobus Vitalis 200 *jarras*, and you the said Matheus Fusterii 50 *jarras*.⁸⁹ But if you all or even any of you should not wish to send and carry the aforesaid *jarras* in the said ship, which each individual of you should and confirm to send and carry in said ship, you will be held to send in said ship so many quintals and of such quantity of said merchandise as the sum of the freight charge of the same merchandise is valued at and attains with regards to the sum of the freight charge of the *jarras*, which each one of you should send and carry in the said ship, and you will be held to inform us of this inside of 8 days immediately following after the said ship is moored at the *Cadareçmen*. And if perhaps you the aforesaid Arnaldus de Montessico, Bernardus Mascharelli, Guillermus de Calcolibere, Guillermus Rosseti, Bernardus Omberti, Petrus Poncii, Petrus Cohopertorarii should wish to send in the said ship 300 *jarras* beyond the aforesaid number of *jarras* which you and each one of you should send and carry and even confirm, we promise you to take these in the said ship. You in all cases will be held to us with respect to the aforesaid quantity of *jarras* which you and each one of you confirm (to send) in the said ship, of which there are in all 1,100 *jarras*, and we will be held to you with respect to 1,400 *jarras*, and in respect to these you will be held to inform us inside of the 8 consecutive days from the first that will come after the said ship will be moored at the *Cadareçmen*.

However, on returning from the parts of Seville, we will direct the said ship to the city of Majorca, and there we will off-load those things and merchandise which there you wish to off-load, and there we promise the aforesaid ship will have been put in order inside of the 8 consecutive days that will come after the said ship will have been moored in that place, or if it is more pleasing to you, we will discharge entirely in the same place or if it is more pleasing to you, we will carry the same things to the city of Barcelona, but if the greater part of the said merchandise has been off-loaded in the city of Majorca, you will be held to unload entirely in that place, and we will not be held in that case to come to the city of Barcelona. And in whatever place you will have off-loaded things of merchandise which you will have carried in the said ship, as much in the beginning of the said voyage as in the returning, you will be held by us to pay the freight charge of the self-same merchandise, or if you are incapable of (this) thing, when the said ship will have been unloaded.

However, all these above said and for each in as much they are contained above, we the said ship owners promise to you, the said merchants, under obligation of all our property, held and to be held, and likewise we swear, by God and his four Holy Gospels having been touched physically by our hands, to hold and keep inviolably, renouncing, as much as it pertains to this, new edicts, the right to

⁸⁹ For a discussion of the measure *jarra* see the article.

special courts for legal action undertaken, and all other contrary law, reason, and custom opposed to this (contract). With respect to this, we the aforesaid merchants undertake with you, the said ship owners, the aforesaid ship charter under the legal formula and above said conditions, and consent to all the aforesaid and each one in as much as they are stated and expressed above by you, we promise to under obligation of all our goods, held and to be held, to observe, to deliver in full, and inviolably preserve that which by you should be delivered in full and observed by us to you. And for greater security, we all swear, especially I, said Arnaldus de Montesicco, by God and his four Holy Gospels having been touched physically by our hands, to observe and deliver in full all the aforesaid, which should be delivered in full by us, and in no way to contravene (this agreement) by some law, claim or legal action. Done this day, May 6, 1292. Sign of Matheus Cabriti. Sign of Berengarius Reya, we who swear and confirm this. Sign of Bernardus Mascharelli. Sign of Bernardonus Mascharelli. Sign of Guillermus de Calcolibero. Sign of Guillermus Rosseti. Sign of Bernardus Umberti. Sign of Petrus Poncii. Sign of Petrus Cohopertorarii. Sign of Jacobus Vitalis. Sign of Matheus Fusterii of the aforesaid, we who confirm and swear this. Witnesses of this agreement are Berengarius Grunny, Jacobus Magranerii, Bernardus de Gurbo and Raymundus de Calcolibero. Sign of Bernardus Paschalis notary public of Barcelona, who made this to be written and closed with letters attached in the second line where *ra* is stated, and line 15 where *or in that place in which we will unload* is stated, and in line 23 where *after said ship* is stated, and rubbed off and amended in line 16 where it is written *where it was said*.

References

- Abulafia, D. 1985. "Catalan merchants and the western Mediterranean 1236–1300", *Viator* 16: 209–42.
- Abulafia, D. 1994. *A Mediterranean Emporium: the Catalan kingdom of Majorca* (Cambridge).
- Bisson, T. N. 1984. *Fiscal Accounts of Catalonia under the Early Count-Kings 1151–1213*, 2 vols (Berkeley).
- Bisson, T. N. 1991. *The Medieval Crown of Aragon: a short history* (Oxford).
- Bofarull y Sans, F. de. 1898. *Antigua Marina Catalana* (Barcelona).
- Byrne, E. 1930. *Genoese Shipping in the Twelfth and Thirteenth Centuries* (Cambridge, Mass.).
- Capmany y de Monpalau, A. de. 1961. *Memorias Históricas sobre la Marina, Comercio y Artes de la Antigua Ciudad de Barcelona*, 2 vols (Barcelona).
- Chaytor, H. 1933. *A History of Aragon and Catalonia* (London).
- Colón, G. and Garcia i Sanz, A. 2001. *Llibre del Consolat del Mar: edició del text de la Real de Mallorca, amb les variants de tots els manuscrits coneguts* (Barcelona).

- Dotson, J. 1969. *Freight rates and Shipping Practices in the Medieval Mediterranean* Ph.D. thesis, Johns Hopkins University (Baltimore).
- Dufourcq, C. and J. Gautier-Dalché. 1983. *Historia Económica y Social de la España Cristiana en la Edad Media* (Barcelona).
- Franco Silva, A. and Moreno Ollero, A. 1981. "Datos sobre el comercio del puerto de Sanlúcar de Barremeda en el primer tercio del siglo XVI", *Actas del II coloquio de Historia Medieval Andaluza* (Seville): 283–96.
- Gil Farrés, O. 1976. *Historia de la Moneda Española* (Madrid).
- González, J. 1951. *Repartimiento de Sevilla*, 2 vols (Madrid).
- González Jiménez, M. and J. López de Coca Castañer. 1980. *Historia de Andalucía*, 8 vols (Madrid).
- Harvey, L. P. 1990. *Islamic Spain 1250 to 1500* (Chicago).
- Ladero Quesada, M. 1976. *La Ciudad Medieval (1248–1492)* (Seville).
- Lane, F. 1934. *Venetian Ships and Shipbuilders of the Renaissance* (Baltimore).
- Lane, F. 1969. "The crossbow in the nautical revolution of the Middle Ages", in D. Herlihy, ed., *Economy, Society and Government in Medieval Italy* (Ohio): 161–71.
- Lane, F. 1974. "Progrès technologiques dans les transports maritimes et productivité dans les transports maritimes de la fin du moyen age du début des temps modernes", *Revue historique* 510: 277–302.
- López de Coca Castañer, J. 1981. "Comercio exterior del reino de Granada", *Actas del II coloquio de Historia Medieval Andaluza* (Seville): 335–78.
- Madurell Marimón, J. 1968. "Antiguas construcciones de naves 1316–1750", *Hispania: revista española de historia* 28: 159–96.
- Madurell Marimón, J. and García Sanz, A. 1973. *Comandas Comerciales Barcelonesas de la Baja Edad Media* (Barcelona).
- O'Callaghan, J. 1983. *A History of Medieval Spain* (New York).
- Otte, E. 1981. "El comercio exterior andaluz a fines de la Edad Media", *Actas del II coloquio de Historia Medieval Andaluza* (Seville): 193–240.
- Pegolotti, F. 1936. *La Pratica della Mercatura*, ed. A. Evans (Cambridge, Mass.).
- Pérez-Embid, F. 1944. "El almirantazgo de Castilla, hasta las capitulaciones de Santa Fe", *Anuario de Estudios Americanos* 1: 1–116.
- Pérez-Embid, F. 1968. "Navegación y comercio en el puerto de Sevilla en la baja Edad Media", *Anuario de Estudios Americanos* 25: 43–93.
- Pérez-Mallaína, P. 1998. *Spain's Men of the Sea: daily life on the Indies fleets in the sixteenth century*, trans. C. Rahn Phillips (Baltimore).
- Pryor, J. H. 1981. *Business Contracts of Medieval Provence: selected notulae from the cartulary of Giraud Amalric of Marseilles, 1248* (Toronto).
- Pryor, J. H. 1984. "The naval architecture of Crusader transport ships: a reconstruction of some archetypes for round-hulled sailing ships", *Mariner's Mirror* 70: 171–219, 275–92, 363–86.
- Pryor, J. H. 1988. *Geography, Technology and War: studies in the maritime history of the Mediterranean, 649–1571* (Cambridge).

- Riesenberg, P. 1955. "Roman law, renunciations and business in the 12th and 13th centuries", in J. Mundy, ed., *Essays in Medieval Life and Thought* (New York): 207–55.
- Serra i Puig, E. 1988. "Els cereals a la Barcelona del segle XIV", in *Alimentació i Societat a la Catalunya Medieval* (Barcelona): 71–108.
- Sevillano Colom, F. 1978. "Mercaderes y navegantes mallorquines", in J. Mascaró Pasarius, ed., *Historia de Mallorca*, vol. 8 (Palma de Mallorca): 1–90.
- Stamp, L. and S. Gilmour. 1954. *Chisholm's Handbook of Commercial Geography* (London).
- Torres Delgado, C. 1981. "El reino nazarí de Granada 1232–1492: aspectos socio-económicos y fiscales", *Actas del II coloquio de Historia Medieval Andaluza Hacienda y Comercio* (Sevilla): 297–334.
- Unger, R. 1980. *The Ship in the Medieval Economy, 600–1600* (Montreal).
- Villasana Haggard, J. 1941. *Handbook for Translators of Spanish Historical Documents* (Austin).

