

A TUSCAN LAWYER, HIS FARMS AND HIS FAMILY: THE LEDGER OF
ANDREA DI GHERARDO CASOLI, 1387-1412

Sean Thomas Grover, B.A.

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APPROVED:

Laura Stern, Major Professor
Christopher Furhmann, Committee Member
Marilyn Morris, Committee Member
Richard B. McCaslin, Chair of the Department
of History
Michael Monticino, Dean of the Robert B.
Toulouse School of Graduate Studies

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This is a study of a ledger written by Andrea di Gherardo Casoli between the years 1387 and 1412. Andrea was a lawyer in the Tuscan city of Arezzo, shortly after the city lost its sovereignty to the expanding Florentine state. While Andrea associated his identity with his legal practice, he engaged in many other, diverse enterprises, such as wine making, livestock commerce, and agricultural management. This thesis systematically examines each major facet of Andrea's life, with a detailed assessment of his involvement in rural commerce. Andrea's actions revolved around a central theme of maintaining and expanding the fortunes, both financial and social, of the Casoli family.

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NOTE ON WEIGHTS, MEASURES, CURRENCY AND TERMS

This thesis contains many obscure terms relating to weights, measures and currency that have been out of use for centuries. Throughout the thesis, all terms, if unusual, should be defined – at least at the first usage. This note should give sufficient information for those terms that appear often in the ledger. All transcriptions and translations are the product of the author, unless otherwise noted.

- Currency: The standard coin in Florence was the gold *florin*, in that it maintained its purity and weight while the lesser silver coins were debased. For the period covered in this thesis, the *florin* equaled roughly four *lira*. There is some inflation during this time, but, unless specified, the *florin* equals four *lira*. One *lira* was equal to twenty *soldi*, one *soldi* was equal to twelve *dinari*. Thus the ratio is 1l.=20s.=240d.

- Weights and measures: The best sources for Italian weights and measures for this period is Ronald Zupko, *Italian Weights and Measures: From the Middle Ages to the Nineteenth Century* (Philadelphia: American Philosophical Society, 1981). Below is a non-exhaustive list of terms for weights and measures

- *Barile* – half a *lagena*, one tenth of a *cognio*, ten gallons, one regulated Florentine barrel
- *Blado* – term for grain, including wheat, oats, rye and barley
- *Braccio* – measure of length, 0.584 m
- *Catasta* – measurement of wood, 3.578 cubic meters at Florence and 4.771 cubic meters at Arezzo
- *Cognio* – liquid measure for wine, 4.558 hl; about a hundred gallons

- *Grano* – term meaning wheat
- *Lagena* – one fifth of a *cognio*, two *barile*, twenty gallons
- *Salma* – measure for transported goods; essentially one donkey load
- *Staio* – measure of grain, 36 liters; slightly less than a bushel
- *Stioro* – measurement of land; 5.25 acres at Florence, 17 acres at Arezzo

CHAPTER I

INTRODUCTION

This is a study of a ledger written by Andrea di Gherardo Casoli between the years 1387 and 1412. Andrea was a lawyer in the Tuscan city of Arezzo, shortly after the city lost its sovereignty to the expanding Florentine state. While Andrea associated his identity with his legal practice, he engaged in many other diverse enterprises. This thesis will systematically examine each major facet of Andrea's life, with a detailed assessment of his involvement in rural commerce. Andrea's actions revolved around a central theme of maintaining and expanding the fortunes, both financial and social, of the Casoli family.

This study begins by examining the Casoli family. Because the improvement of his family motivated Andrea, his direct involvement in the lives of family members deserves examination. Additionally, because one can judge the value of a motivating goal, in this case of maintaining and improving the Casoli family, by the success or failure to reach that goal, the outcome of all Andrea's actions, this study will present Andrea's adult progeny as evidence to the affirmative.

Second only to Andrea di Gherardo's status as a member of the Casoli family, he identified himself most often as an advocate and citizen of Arezzo. Not only did a sense of identity accompany legal practice, both title and a place in the community did as well. Through his profession, Andrea improved the social standing of the Casoli family, as he

became a leading member of Aretine society. While notaries may have written his name Ser Andrea di Gherardo Casoli, the title was not the only reason Andrea followed the path to a legal career. This study will examine the financial implications of the legal profession as pursued by Andrea.

Andrea engaged in many agricultural activities to supply his family with necessities and supplement family income, while gaining a return off his investments in land. I have divided the wide assortment of these activities into two chapters, contracts and commodities. The first analyzes the multiplicity of contractual forms used as Andrea directed the complex worker/employer or partnered relationships necessary for profitable asset management. The final chapter addresses the legal and statistical aspects of the commodities produced through Andrea's commercial ventures.

Sources

The sources available determined the direction of this study. The above-mentioned ledger remains housed at the Archivio della Fraternità dei Laici di Arezzo and was deposited there by Andrea di Gherardo's son, Antonio, a member of the Fraternità.¹ The ledger is roughly fourteen inches long, five inches wide and made of parchment. About ninety percent of the ledger is filled with entries, mostly in the hand of Andrea di Gherardo. Andrea wrote the ledger in used the notarial shorthand common to Tuscany and except for a few instances in the later years of the ledger, in Latin. Most entries in the ledger concerned Andrea's financial activities. However, he also included a schedule of

¹ Augusto Antoniella, *L'Archivio della Fraternità dei Laici di Arezzo*. (Firenze: Giunta regionale toscana, 1985). The source itself comes from the *Archivio di Stato di Arezzo*, the *Archivio di Fraternità dei Laici di Arezzo* in the *Archivi di Testatori*, folio 3372. Henceforth, this will simply be referred to as ASA, Fraternità dei Laici, AT, 3372, followed by the page number.

his court appearances and a glossary of legal terms, explored here in the third chapter.

Among the numerous financial entries are many contracts pertaining to different aspects of Andrea's life.

Because the ledger has such a wealth of varied information relative to a study of Andrea's life, additional primary sources of this sort have not been necessary. Different primary sources have however proven fruitful. In particular, the *Statuta Populi et Communis Florentiae* (1415),² the *Bladi Reipublicae Florentinae* (1348),³ and the *Statuto del Comune di Arezzo* (1327),⁴ have all proven invaluable in recreating the post-plague regulatory environment. The *Catasto* (tax records) of 1427, which Brown University, together with David Herlihy, Christiane Klapisch-Zuber, R. Burr Litchfield and Anthony Molho, placed in an online data file, I have used not only to find Andrea's sons but also to assess wealth and professions in Arezzo.⁵ Robert Black's *Studio e Scuola in Arezzo Durante il Medioevo e il Rinascimento: i Documenti d'Archivio Fino al 1530*, provides the only two published references to Andrea, in a commission examining a grammar instructor employed by the city school and the witnessing of a dowry.⁶

² *Statuta Populi et Communis Florentiae*, 1415 (Freiburg: Michael Kluch, 1778).

³ Gino Masi ed., *Statutum Bladi Reipublicae Florentinae*, 1348 (Milano: Vita e pensiero, 1934).

⁴ Attilio Droandi ed., *Statuto del Comune di Arezzo*, 1327 (Arezzo: Alberti & C. Editori, 1992).

⁵ *Online Catasto of 1427*. Version 1.3. David Herlihy, Christiane Klapisch-Zuber, R. Burr Litchfield and Anthony Molho, eds. [Machine readable data file based on D. Herlihy and C. Klapisch-Zuber, *Census and Property Survey of Florentine Domains in the Province of Tuscany, 1427-1480*.] Florentine Renaissance Resources/STG: Brown University, Providence, R.I., 2002. Series 16 – Arezzo.

⁶ Robert Black, *Studio e Scuola in Arezzo Durante il Medioevo e il Rinascimento: i Documenti d'Archivio fino al 1530*. (Arezzo: Accademia Petrarca di lettere, arti e scienze, 1996). A valuable source that was not used due its status as a rare book in most libraries is Ubaldo Pasqui, *Documenti per la Storia della Città di Arezzo nel Medio Evo*, (Firenze: R. deputazione di Storia Patria, 1916).

Andrea's ledger does not contain detailed information on particular cases that he conducted in court, nor a detailed scale of payments for types of cases. It does furnish a small amount of information on a couple of civil cases he was conducting, a schedule of when he appeared in court a group of contracts with local towns to represent them in court and a short glossary of legal words. Even this amount of information allows some understanding of his legal practice, the amount of time and effort he expended in the activities and amount of income derived.

Comparative Historiography

This is a study of a Renaissance family man and the financial activities he undertook to maintain, preserve and forward his family. It is written on the model of several books that discuss the theme in one facet or another: James C. Davis' *A Venetian Family and its Fortune, 1500-1900: The Dona and the Conservation of Their Wealth*⁷, Iris Origo's *Merchant of Prato: Francesco di Marco Datini*,⁸ and Duccio Balestracci's *The Renaissance in the Fields: Family Memoirs of Fifteenth Century Tuscan Peasant*.⁹ In *A Venetian Family*, Davis looks at the very different way Renaissance man saw the family. Renaissance man saw his family as a long series of ancestors and future generations defining the status, civic participation and financial munificence of the

⁷ James C. Davis, *A Venetian Family and Its Fortune, 1500-1900: The Dona and the Conservation of Their Wealth* (Philadelphia: American Philosophical Society, 1975).

⁸ Iris Origo, *The Merchant of Prato, Francesco di Marco Datini, 1335-1410* (Boston: D.R. Godine, 1986), v.

⁹ Duccio Balestracci, *The Renaissance in the Fields: Family Memoirs of a Fifteenth-Century Tuscan Peasant*, trans. Paolo Squatriti and Betsy Merideth (University Park, PA: Pennsylvania State University Press), 1999.

family, past, present and future. A family member was expected to comport himself in a way consisted with this family identity. Financial success was certainly a component in keeping a family in the same social class. The movement of Venice onto mainland Italy and Venetian nobility into landholding and farming in the sixteenth century mirrors the actions of Andrea and Tuscany a century earlier. The Dona's acquisition and maintenance of land as an investment, even while they still lived in Venice, bears a striking resemblance to Andrea's ventures into agriculture in the Aretine *contado*.¹⁰

I model this work on two other works. The first, *The Merchant of Prato: Francesco di Marco Datini*, by Iris Origo, uses the extensive Datini archives in Prato to reconstruct the commercial life and social world of one of the most successful merchants of his age, Francesco Datini. This book, which Barbara Tuchman, in her introduction to the book called "one of the great works of historical writing of the twentieth century," explores every facet of Datini's life using over 500 ledgers and account books and many more letters. Although Datini had no children, his extended family was quite large and his actions and successes benefited all those around him. Like this thesis, Origo divided the work into multiple chapters for each facet of Datini's life. One primary difference is Origo's inclusion of Datini's farm as part of his household, where this study considers agricultural ventures at least as a hybrid of public and private life. However, Datini owned far more land than did Andrea, some 6,000 *florins* worth, which the value of Datini's trading partnerships dwarfed.¹¹

¹⁰ Davis, *Venetian Family*, 58-60.

¹¹ Origo, *Merchant of Prato*. 264-279

Transitioning away from one of the wealthiest men in Tuscany, Duccio Balestracci's *The Renaissance in the Fields: Family Memoirs of Fifteenth Century Tuscan Peasant*, uses two ledgers/memoirs of a farmer in the Sienese *contado* to create an account of peasant life in rural Renaissance Tuscany. While *The Merchant of Prato* is impressive for the astounding wealth of archival material accessed, *The Renaissance in the Fields* is equally extraordinary for the scarcity of the sources Balestracci used (peasant memoirs). Benedetto del Massarizia, the author of the memoirs that Balestracci used, lived just outside Siena. Most striking about the account of Benedetto is the measure of diversity in his commercial life. Where other books, attempting to understand Tuscany as a whole, characterizing rural life in general terms, Balestracci shows an active, even entrepreneurial Benedetto, who worked to improve the fortunes of his family, even at the lower rungs of the Tuscan economic ladder.¹²

All three of these works contain methodological elements that this study emulates, because the sources employed in this work and those are similar. However, the subjects of each are quite different. The Dona was a wealthy Venetian family that Davis studies over four centuries. Francesco Datini, merchant of Prato, was not a family, but an individual and a very wealthy one. Benedetto was a poor, but energetic rural man who worked to improve the prospects of his family in the last half of the fifteenth century. From the Dona, this study appropriates the concept of familial obligation and the maintenance of wealth. From *The Merchant of Prato*, the study has taken the idea of an individual

¹² Balestracci, *Renaissance in the Fields*, 71-88. Benedetto and his family work toward bettering their economic situation. Balestracci includes chapters on animal husbandry, cultivation and even a limekiln (rural industry) when explaining Benedetto's business ventures.

working from a small city within the Florentine state, achieving success and then moving to an investment in land. *The Renaissance in the Fields* gives this study a picture of the complexity and opportunity in rural enterprise. This thesis, though it does use elements of these works, and due to its sources, resembles them to some extent, is significantly different than any of the three. Andrea di Gherardo Casoli was not a merchant, a four-century family, or a rural laborer, but a lawyer who worked to improve his family's prospects, often through agricultural ventures.

The History of Arezzo

Arezzo, now a modest city of around ninety thousand people, can trace its origins to its founding as an Etruscan city. No historian has published a comprehensive history of Arezzo in English, but in Italian, the most comprehensive treatment is Massimiliano Falciai's *Storia di Arezzo*.¹³ During the thirteenth century, Arezzo experienced a time of stability and prosperity. At its height, Arezzo had one of the foremost schools of law and rhetoric in Italy. Helene Wieruszowski, in her *Arezzo as a Center of Learning and Letters in the Thirteenth Century*, makes an excellent case for the flourishing of the city as a result of Arezzo's cultivation of schooling.¹⁴ The communal school at Arezzo founded a law school by luring Roffredo de Benevento from the University of Bologna.¹⁵ A military defeat in 1289 at the hands of Florence in the battle of Campaldino cut short the

¹³ Massimiliano Falciai, *Storia di Arezzo, dalle origini alla fine del Granducato Lorenese* (Arezzo: F. Scheggi, 1928).

¹⁴ Helene Wieruszowski, *Arezzo as a Center of Learning and Letters in the Thirteenth Century* (New York: Fordham University Press, 1953).

¹⁵ Wieruszowski, *Arezzo as a Center of Learning*, 330-331.

flowering of Arezzo, leading to centuries of factional strife. Below one can see the painting by Giotto of St. Francis of Assisi, exorcising the demons of faction from Arezzo (to no avail, faction remained).

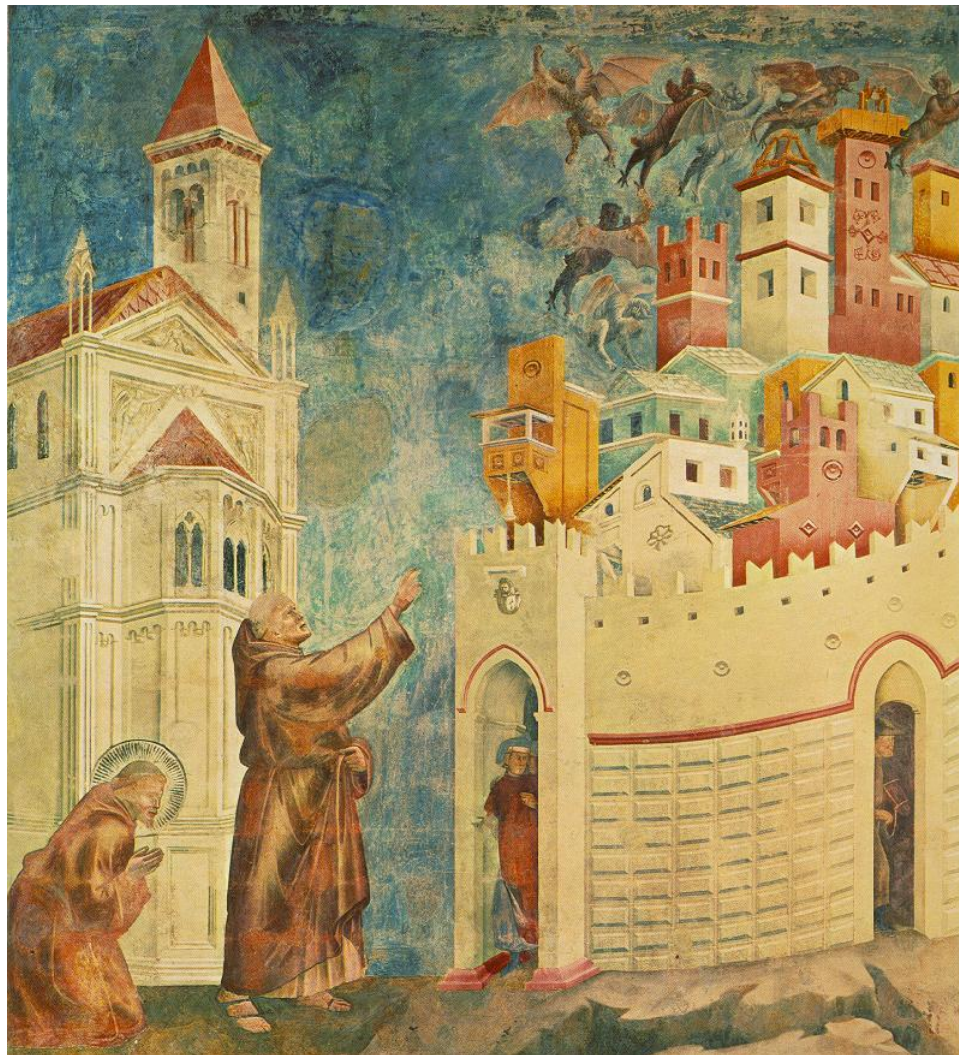


Figure 1. St. Francis Exorcising Demons from Arezzo c. 1290s, Fresco, Upper Church, basilica of Saint Francis, Assisi.

The one bright spot in Arezzo's decline was the rule of Guido Tarlati, who became bishop and restored stability to the city in 1312.¹⁶ For most of the time from Campaldino until Arezzo's loss of sovereignty to Florence, the factional conflict between leading families ripped the city apart. Guido Tarlati turned the city over to his son, Pier Saccone Tarlati, in 1327 who, ten years later, sold the city to Florence. By 1343, Arezzo overthrew its Florentine overlords, but the continuing factional conflict, in conjunction with the arrival of the Great Plague in 1348 brought the city to its lowest point in the decade prior to its Florentine annexation.

In 1384, the French king, Charles VI, sent a mercenary army commanded by Enguerand de Coucy on a mission to relieve the armies of his uncle, Louis of Anjou, who was besieging Naples.¹⁷ The best way for Coucy to reach Louis, who was engaged in war over the Neapolitan throne, was to march through Tuscany. While on this journey, he arrived at Arezzo in September of 1384 and with the help of Marco Tarlati, son of Pier Saccone Tarlati, attacked and occupied Arezzo. Coucy first offered to sell Arezzo to Siena, but after some delay, he offered Florence the chance to purchase the city at the cost of 40,000 *florins*, which Florence willingly paid. The invasion of Coucy's army and the billeting of the army certainly affected the city both politically and economically.¹⁸ Gene Brucker provides an analysis of the political and diplomatic implications of the

¹⁶ Robert Black, *Benedetto Accolti and the Florentine Renaissance* (Cambridge: Cambridge University Press, 1985).

¹⁷ This is an extension of the Great Schism; Florence is of course on the side of the Roman Pope Urban VI and France on the side of the Pope in Avignon, Clement VII.

¹⁸ Gene A. Brucker, *The Civic World of Early Renaissance Florence* (Princeton, N.J.: Princeton University Press, 1977), 102-105.

annexation of Arezzo with an excellent narrative of the how the Florentine territorial state absorbed Arezzo and its *contado* into itself.

Because of Coucy's actions, Arezzo became part of the largest territorial state in Tuscany,¹⁹ under the control of the largest and wealthiest city in Tuscany, Florence.²⁰

Goro Dati in his *Istoria di Firenze* gave this excellent description of Arezzo at the time of its annexation:

The city of Arezzo is very old, and according to ancient chronicles it was a noble city even before the Romans came to Tuscany. It is situated near the river Arno, which rises in the Casentino over Pratovecchio in a mountain called Falterona; the river Tiber, which flows to Rome, also originates in this mountain. The city of Arezzo is forty miles from Florence, a distance which can be travelled in day. Its site is strong and well placed, descending from the hill on which the citadel is located and spreading below onto a plain furnished with many springs of running water. The nearby countryside is flat rather than hilly and possesses more fine land than anywhere else in that region. For there is an abundance of grain, oats and fine game. The town is well situated and has good air, and it begets men of keen intellect.²¹

The annexation had both benefits and drawbacks. Under Florentine dominion, roving mercenary armies no longer threatened Arezzo. As well, Arezzo's inclusion in the Florentine regional economy allowed more Aretines to take their wares to the larger city to sell and more skilled or educated people to relocate to a city where their talents would

¹⁹ Around 11,000 sq. km by 1427. David Herlihy and Christiane Klapisch-Zuber, *Tuscans and Their Families: A Study of the Florentine Catasto of 1427* (New Haven: Yale University Press, 1985), 28. To compare, Siena and its *contado*, had an area of 7,000 square km and around 80,000 people for the entire area, Giuliano Pinto, "Honor and Profit: Landed Property and Trade in Medieval Siena" in Trevor Dean and Chris Wickham eds., *City and Countryside in Late Medieval and Renaissance Italy: Essays Presented to Philip Jones* (London: Hambledon Press, 1990), 81-91.

²⁰ Herlihy and Klapisch-Zuber, *Tuscans and Their Families*, 56. Florence had diminished in population as well by this time to about 40,000 people.

²¹ Goro Dati. *Istoria di Firenze*, Luigi Pratesi ed., (Norcia: T. Cesare, 1902), 36.

be more appreciated.²² The main drawback to this political change was taxation. When Florence established its sovereignty over Arezzo, the people of Arezzo paid the taxes that every Florentine had paid.²³ Robert Black treating Arezzo from 1384 through the sixteenth century, in his article, “Arezzo, the Medici and the Florentine Regime,” states

When the Florentine regime was first established in Arezzo, a number of important offices were restricted to Florentine citizens, including the Captain, the Podestà and the chancellor. The last mentioned office was finally restored to the Aretines in 1395, but they had more problems with the notariate of the *danni dati*. Up to the turn of the fifteenth century, appointment to the *danni dati* remained in the hands of the Aretine commune, but by 1406, the Aretines had lost control of the office for some time.²⁴

Throughout Andrea di Gherardo Casoli’s life, Arezzo was moderately peaceful compared to the prior century of factional unrest. The one major disturbance was in 1408-1409, when the Florentine magistracy, the Eight on Security, exposed conspirators in Arezzo that were disgruntled by the tax burden Florence placed on the city. The Eight sent roughly a hundred Aretines into exile because of this.²⁵

²² Stephen Epstein, “Market Structures” in William J. Connell and Andrea Zorzi eds. *Florentine Tuscany: Structures and Practices of Power* (Cambridge, UK: Cambridge University Press, 2000), 90-121. Epstein makes an excellent case for the integration of the trans-Tuscan market in the course of the fifteenth century by demonstrating how the divergence of grain prices in Florence and Arezzo gradually diminished. Also, Robert Black, *Education and Society in Florentine Tuscany* (Leiden, Netherlands: Brill, 2007) examines the “brain drain” from Arezzo to Florence in this period.

²³ Epstein, “Market Structures”, 100. Epstein, in noting the economic differences between Florence and the rest of the territorial state, observes that Arezzo had, on average, a lower rate of gabelles than Florence.

²⁴ Robert Black. “Arezzo, the Medici and the Florentine Regime” in *Florentine Tuscany* William J. Connell and Andrea Zorzi eds. (Cambridge, UK: Cambridge University Press. 2000), 305-306. To clarify, the *Notario dei Danni Dati* was the notary of damages inflicted, which was “charged with punishing damage to the country property, mainly, of town citizens.” Ibid, 295.

²⁵ Brucker, *Civic World*, 215-216.

The expansion of the Florentine territorial state has emerged as a major point of study in the current historiography of Renaissance Italy. Its earliest formulations were by Marvin Becker, particularly in *Florence in Transition*, which traces the city from *commune* to the rise of civic humanism and ending effectively before the annexation of Arezzo. In Becker's article "The Florentine Territorial State and Civic Humanism in the Early Renaissance," he poses a slightly more compact version of his thesis.²⁶ Gene Brucker extended the study of the government to 1430 in his *The Civic World of Early Renaissance Florence* to include the acquisition of most of the territory it would have.²⁷ Brucker relies more heavily on diplomatic correspondences and the *provisioni*, transcripts of council proceedings, to discuss the government. The organization of the political and legal order of the Florentine territorial state is best elucidated in Laura Stern's *The Criminal Law System of Medieval and Renaissance Florence* which uses the Florentine statutes of 1415 as well as court documentation to reconstruct the legal structure of the resurgent republic.²⁸ The culmination of the historiographic direction begun by Becker is what Giorgio Chittolini called "the first collection of historical essays ever specifically and integrally organized to discuss the territorial state of the republic of Florence."²⁹ This

²⁶ Marvin Becker, *Florence in Transition* (Baltimore, MD: Johns Hopkins, 1967). "The Florentine Territorial State and Civic Humanism in the Early Renaissance," in Nicolai Rubinstein, *Florentine Studies: Politics and Society in Renaissance Florence* (London: Faber, 1968), 109-39.

²⁷ Brucker, *Civic World*, 472-501.

²⁸ Laura Ikens Stern, *The Criminal Law System of Medieval and Renaissance Florence* (Baltimore: Johns Hopkins University Press, 1994).

²⁹ Giorgio Chittolini, "A Comment" in *Florentine Tuscany* William J. Connell and Andrea Zorza eds. (Cambridge, UK: Cambridge University Press, 2000), 333.

volume contains many articles used here, by R. Black and S. Epstein, et al. and represents the newer generation of historian of the Florentine territorial state. The vantage point of Arezzo in looking at the territorial state is an interesting one. Although the government of Florence dominated Arezzo and its functionaries filled Aretine offices, the territorial state apparently presented great opportunities for Aretine scholars and thinkers. Although Andrea di Gherardo Casoli was prominent only on a local Aretine level, other Aretine thinkers made it big in the main city of Florence. Four Florentine Chancellors in a row were Aretine from 1410 to 1466: Leonardo Bruni, Carlo Marsuppini, Poggio Bracciolini and Benedetto Accolti.³⁰

Hans Baron in his *The Crisis of the Early Italian Renaissance* asserts that Florentine civic humanism developed from the unique position of Florence as a defender of republican liberty against the tyrannical and aggressive Milanese state. The main statement of republican humanism is the *Laudatio Urbis Florentiae*, a panegyric to the city of Florence, by Leonardo Bruni. Leonardo Bruni was the first of four consecutive chancellors of Florence to be Aretine. Florentine provincials made a major contribution to the territorial state and to thinking that we consider quintessentially Florentine.

The Rural Economy of Tuscany and Arezzo

In his excellent work *Medieval and Renaissance Pistoia: The Social History of an Italian Town, 1200-1430*, David Herlihy remarks that "... economic history is the story

³⁰ Roberto Cardini and Paolo Viti, *I Cancellieri Aretini della Repubblica di Firenze*. (Pagliai Polistampa. Florence: Polistampa, 2003).

of enterprise and people as well as prices and regulations.”³¹ This proposition holds true in the ledger of Andrea di Gherardo Casoli who was a lawyer foremost and then a businessman. There are numerous reasons for Andrea to engage in commercial activities outside of his stated profession. Although the legal practice was the fourth most lucrative profession in Arezzo, a professional man might wish to preserve and increase his wealth through commercial endeavors.³² Leonardo Bruni, one of the most renowned lawyers from Arezzo himself, maintained five farms in the contado of Arezzo as well as two more near Florence. Lauro Martines assesses the value of these farms, using the *catasto* of 1427, at 2700 *florins*, about a quarter of his sizable wealth. On these farms, Bruni employed twenty-three workers, eleven of whom were part-time.³³ Martines uses the *catasto* and the accounts of peers to determine Bruni’s wealth since the records he would have kept for the management of his farms are not extant or have not been located. While we do not have detailed records Bruni’s agricultural ventures, we do for Andrea Casoli.

The economic conditions in which Andrea began his working life would have been unrecognizable to an Aretine just forty-five years prior. Between the years 1345 and 1390, three major events occurred that changed Europe, Tuscany and Arezzo: the Great Plague in 1348, the rise of the Florentine territorial state from 1384 to 1430, and the sack

³¹ David Herlihy, *Medieval and Renaissance Pistoia: The Social History of an Italian Town, 1200-1430* (New Haven, CT: Yale University Press, 1967), 148.

³² Herlihy and Klapisch-Zuber, *Tuscans and Their Families*, 129. By the Catasto of 1427, the average wealth for lawyers in Arezzo was 315 *florins*, making legal practice the fourth wealthiest, behind wool merchants (930.8), other cloth merchants (478.6), and spice merchants (404.6). Lawyers were also the four wealthiest people by occupation in Florence as well, but with a much higher per capita wealth of 1079.2 *florins*, behind bankers (8748.4), wool merchants (3301) and other textile merchants (1696.2).

³³ Lauro Martines, *The Social World of the Florentine Humanists, 1390-1460* (Princeton, N.J.: Princeton University Press, 1963), 117-120.

of Arezzo by mercenary armies in 1384. Around the year 1300 and prior to the Great Plague, the population of the city of Arezzo numbered between 18,000 and 20,000, with a rural population near 100,000 people.³⁴ Just one century later, the city's population had dropped to 4,152 and countryside to 19,397 people.³⁵ The remarkable decline, an eighty percent population loss, is attributable to the Great Plague and the many smaller plagues that followed.³⁶ In addition, migration from Arezzo and the surrounding countryside to the wealthier manufacturing centers, primarily Florence, accounts for some of this demographic change.³⁷

These three events had significantly changed the commercial and professional environment of Arezzo by the time Andrea began recording his ledger in 1387.³⁸ Because the wealth and population of Arezzo had declined to such an extent relative to Florence,³⁹

³⁴ Robert Black, *Benedetto Accolti and the Florentine Renaissance* (Cambridge: Cambridge University Press, 1985), 17.

³⁵ David Herlihy, "The Distribution of Wealth" in Philip Abrams, and E. A. Wrigley eds. *Towns in Societies: Essays in Economic History and Historical Sociology* (Cambridge: Cambridge University Press, 1978), 133.

³⁶ Samuel K. Cohn Jr. *The Cult of Remembrance and the Black Death: Six Renaissance Cities in Central Italy* (Baltimore: Johns Hopkins University Press, 1992). The population of Arezzo had fallen to 9,000 by 1390, subsequent plagues sent the city's population to 7,000 after the plague in 1393 and the plague of 1399-1400 caused it to fall to near 4,000.

³⁷ Herlihy and Klapisch-Zuber, *Tuscans And Their Families*, 60-92. *Tuscans* contains a chapter devoted to migration by examining Prato as the example city and demonstrating the trends of migration in Tuscany. As well, on page 111, there were 992 households living in Florence that were Tuscan, but not Florentine. This number is nearly the same as all households living in Arezzo at the time.

³⁸ Andrea had probably spent the years of turmoil at a university, studying law.

³⁹ Herlihy observes in *Tuscans* that the city of Florence, in 1427, possessed a total wealth of over ten million *florins*, compared to 1.7 million for the six largest cities not named Florence: Pisa, Pistoia, Arezzo, Prato, Volterra and Cortona. This 11.7 million *florins* was from a total of 15 million for the entire Florentine territory. As well, most (60-70%) of the wealth of the smaller cities was based on the value of real estate. This diminishes the capacity of people to pay legal fees, since their wealth is less liquid.

some of the avenues for the acquisition of wealth would have declined, while others because of the annexation of Arezzo by Florence would have increased. Some of the avenues for achievement in the legal profession we know Andrea never attained, such as becoming Florentine Chancellor, a famous jurist at Bologna, or a travelling podestà. Because of the consistency of Andrea's ledger, we know that he maintained a local legal practice in Arezzo. Because of Andrea's connection to his family, those members in the past and those to succeed him, Andrea worked using many means to attain social standing and economic security.⁴⁰ Thus, the ledger left by Andrea is full of entries related to his agricultural business that provided his family with both of these.

Arezzo is located in the center of the Italian peninsula, in the upper Val d'Arno. The plains and low hills that surround Arezzo are among the most fertile and spacious in Tuscany, second only to the plains around Florence. Because of this, the primary business of Arezzo in this period was agriculture. The only sizeable enterprise in Arezzo was the earthenware production, for which Arezzo had been known since the Etruscans founded the city in the seventh century B.C.⁴¹ As well, the city served as the central market for the surrounding countryside.⁴² Since Andrea lived in the city, he chose to conduct his

⁴⁰ The purchasing of rural and urban property as a way of diversifying wealth is supported in Origo's *Merchant of Prato*, where Datini, towards the end of his life, expands his business and buys up hundreds of acres of farm land and a dozen houses in Prato.

⁴¹ Herlihy, *Pistoia*, 177.

⁴² Epstein, "Market Structures", 99-108. When, under Florentine dominion, a town outside Arezzo, tried to establish a new market/fair, Arezzo was successful in stopping it.

business in the country, thus avoiding the stigma of being a merchant or a manufacturer.⁴³ Instead, he was a landowning planter who sold his produce in the city markets.

The economic conditions of Arezzo at this time may not have been lucrative for the legal business, but the decade of the 1390s saw the highest commodities prices of any point in Renaissance Italian history. Thus, while it may have been more expensive to live and eat in Arezzo and all of Tuscany, a wise businessman could make handsome profits in agribusiness. Prices reached this peak because of the demographic diminution of the plagues, but declined from this period until the 1420s when prices resumed their pre-plague levels. David Herlihy, examining the price levels of wheat in Pistoia from 1201-1425, demonstrates this rise. He does however use twenty-five year increments, and then adjusts the cost of the grain to the changing value of the *soldi*. This works for his broad demographic history, but omits short-term fluctuations in the prices that are evident in Andrea's ledger. The thirty-two *soldi* per *staio* average he sets for the years 1376-1400 is substantially less than the forty *soldi* per *staio* average found in Andrea's ledger.⁴⁴ As well, these levels range from 50%-100% higher than those before the plague. Charles de la Roncière's *Prix et salaires* points out that wheat prices can be deceptive, since a seasonal variance existed, where the farther from harvest, the higher the wheat prices.⁴⁵ Stephen Epstein, in his "Market Structures" examined the coefficients of wheat prices

⁴³ Lauro Martines, *Lawyers and Statecraft in Renaissance Florence* (Princeton, N.J.: Princeton University Press, 1968), 62-78.

⁴⁴ Herlihy, *Pistoia*, 123.

⁴⁵ Charles de la Roncière, *Prix et salaires à Florence au XIVe siècle (1280-1380)* (Rome: Ecole Française de Rome, 1982), 69-74.

between Arezzo and Florence, demonstrating the gradual narrowing of the differences in prices through the fifteenth century.⁴⁶ Wine, the principle source of revenue for Andrea Casoli had one of the highest increases in value of any commodity during this period. According to De la Roncière, during the period 1285 to 1358, the price of white wine increased 900 percent from 12 *denari* per *demi-quart* to 120.⁴⁷ De la Roncière also states that that “in years of good vintage, it (the price of a *cognio* of red wine) did not rise above 13 lire.” Contrasting this, Andrea Casoli’s ledger listed prices of seven and eight *florins* (28-32 *lira*) per *cognio* of red and white wine respectively, for the years 1390-1393. The price within the ledger fell sharply by the start of the next century to levels comparable to the pre-plague prices (two to three *florins* per *cognio*).⁴⁸

Florence established detailed and extensive grain and wine regulations after the plague (1348)⁴⁹ that restricted a citizen’s ability to sell or hoard grain. However, Epstein asserts that the effects of grain market legislation enacted by the Florentine state concerning Arezzo and the others Tuscan cities were insignificant.⁵⁰ With the acquisition of Arezzo, Florence had also acquired the right to tax Arezzo. Because of this, any *gabella* paid by Andrea on wheat, wine and livestock, he paid to Florence.⁵¹

⁴⁶ Epstein, “Market Structures”, 99-108.

⁴⁷ Charles de la Roncière , “Indirect Taxes or „Gabelles’ at Florence”, in Nicolai Rubinstein, ed. *Florentine Studies: Politics and Society in Renaissance Florence* (London: Faber, 1968), 168.

⁴⁸ These prices could be the result of quality variations.

⁴⁹ Gino Masi, ed., *Statutum Bladi Reipublicae Florentinae, 1348* (Milano: Vita e pensiero, 1934).

⁵⁰ Epstein, “Market Structures”, 116.

⁵¹ Guiseppe Petralia, “Fiscality, Politics and Dominion in Florentine Tuscany at the end of the Middle Ages” in William J. Connell and Andrea Zorzi eds. *Florentine Tuscany: Structures and Practices of*

The primary factor, other than prices and taxes, in business profitability was the cost of labor. The labor situation that confronted Andrea when he began his business venture had changed in the same way and from some of the same causes as prices. The decline in population after the plagues significantly diminished the available labor pool.⁵² If one can treat labor as a commodity, the decline in supply of labor outpaced the demand that the workable farms provided. The first result of this was that the farms worth working were the most fertile and therefore, most productive. For the workers, the increase in productivity, combined with higher commodity prices, brought higher wages. In effect, their immunity rewarded the survivors of the plague through higher wages and greater earning potential. The wages during this period increased two ways. For day laborers, their average daily rate increased. In Florence for example, the rate for unskilled manual labor rose from 3.7 *soldi* per day in 1346, to ten *soldi* per day in 1400.⁵³ Inflation caused this change (less population, plus a static money supply), the scarcity of qualified labor and an overall increase in prosperous laborers.⁵⁴ Andrea da Casoli recorded similar wages when employing farm workers on a per day basis, with rates ranging from eight to

Power, Cambridge studies in Italian history and culture, (Cambridge, UK: Cambridge University Press, 2000), 68-71. Gabelles taxed different facets of the production of commodities. In the case of livestock, the buyer absorbed the tax. For wine, a tax was charged on the casking and again on the sale. Grain taxes were collected during transport.

⁵² With a decline from 100,000 people to roughly 20,000 after the plague, the labor shortages would be obvious, with far fewer people settling for subsistence farming of fallow land.

⁵³ Richard A. Goldthwaite, *The Building of Renaissance Florence: An Economic and Social History* (Baltimore: Johns Hopkins University Press, 1982), appendix three, 435-439.

⁵⁴ Price inflation, rather than the more often-considered coinage debasement inflation caused the change.

twelve *soldi* per day. At first, this may not seem much higher than in Florence, but when the cost of living in rural Arezzo compared to urban Florence is taken into account, Andrea's workers were much better off. The reason the wages for farm workers in Arezzo would be higher than unskilled urban laborers in Florence is due to the type of laborers Andrea needed, which were skilled vineyard workers. The secondary way workers' income increased was through the development of the famous *mezzadria* contracts, which spread from Florence to the rest of Tuscany after the plagues. This contract removed the responsibility of providing a fixed amount of a farm's yield to the landowner and set the lease at half of the yield (*ad medietatem*), which transferred more of the responsibility to the landowner.⁵⁵ In order to induce workers onto their land, the landowners would add incentives to the contract, such as payments of cash, the agreement to supply the seed for the farm, or the inclusion of livestock as part of the capital of the farm. Finally, contrasting the fixed rent contracts, which would last 10, 20 or sometimes 30 years, the *mezzadria* was normally set for a much shorter term of two to three years.⁵⁶ This benefitted both the worker and the landowner, since the worker might be able to renegotiate for favorable terms or find a more generous employer and the landowner would not be contractually bound to an expensive contract for very long.⁵⁷

⁵⁵ P.J. Jones, "From Manor to Mezzadria" in William J. Connell and Andrea Zorzi eds., *Florentine Tuscany: Structures and Practices of Power* (Cambridge, UK: Cambridge University Press, 2000), 193-241. Jones gives an excellent analysis of the evolution of the sharecropping labor contracts in Tuscany and across Europe.

⁵⁶ *Ibid*, 210.

⁵⁷ *Ibid*, 200.

The Tuscan rural economy had nearly recovered from the calamitous fourteenth century by the end of Andrea's ledger. A great deal of economic history has been written about this region since the 1960s. The works of David Herlihy, approaching the subject demographically, and Charles de la Roncière, working on valuation of goods, are both irreplaceable. Together with Anthony Mulho's work on Florentine fiscal policy, the picture of the Tuscan economy is now clearer than ever.

CHAPTER II

PERSONAL LIFE

Any picture of Tuscan life – now, as in the past – must start by emphasizing the strength and compactness of the family. Always strongest in the times when the State was weakest, indeed often the only stable point of an unstable society, the *famiglia* embraced a very wide field. *Fuoco, famiglia, parentela* – these were the terms used to designate not only a man's immediate descendents, but every relative living under the same roof and eating the same bread – aunts and uncles and cousins and cousins' children, down to the most remote ties of blood. They all belonged to the *catasto*, as they had to the Roman *gens*, and often the term was extended to include even people bound to the family by common economic interests or by dependence, such as partners, employees, and servants.⁵⁸

Why does a man pursue wealth, social status, and security? Other portions of this paper address the „how' of these pursuits. Andrea di Gherardo Casoli's professional life made him a prominent member of his community and provided him an income, while his commercial ventures maintained and expanded his wealth. Andrea's connection with agriculture and his farm investments shielded him from the vagaries of the medieval economy and famines. All of these pursuits by Andrea granted him wealth, social status and security, but none of them provides a reason why Andrea did these things. Postulating about Andrea's inner thoughts and intents, given the sources, would be fruitless. The two sources that can give the best representation of the reasons Andrea pursued the aforementioned wealth, status and security, come from the historiographic record of Andrea's cultural norms and the ledger upon which this thesis is based.

⁵⁸ Iris Origo, *The Merchant of Prato, Francesco di Marco Datini, 1335-1410* (Boston: D.R. Godine, 1986), 188-189.

The simplest answer to the above question is that Andrea pursued wealth, social status and security with the intent of maintaining his family's station in society, and providing the best lifestyle and care for his wife and children. In some ways, the pursuit itself might be a reward, or in this case, the simple answer, providing for a family could also be a means to wealth, social status and security, through the education of children who could be wealthy and influential. The extant record of Andrea di Gherardo Casoli provides an imperfect and impersonal picture of his private life. Andrea had a wife whose name, Nanna, he entered many times in his ledger and who, remarkably, did not die in the twenty-five year duration of the ledger. Nanna gave birth to six children, the first of which was born in 1392 and the last in 1404. Half of these children died before maturity and their death Andrea solemnly recorded in his ledger. However, Andrea's two sons live through adulthood and rise to relative social prominence, one in Arezzo and the other in Siena.

By far the most detailed source about his children, Andrea entered numerous contracts with servants, most often wet-nurses, to care for his children. Each child received his or her own wet-nurse shortly after birth and because of the numerous entries related to wet-nurses, the records of the children's deaths exist. The use of wet-nurses and domestic servants accompanied the social station conferred upon Andrea by his legal profession.

The biographical information on Andrea di Gherardo before the beginning of his ledger (1387) is sparse. From the beginning of his ledger, Andrea indicated that his

father, Gherardo Casoli had died.⁵⁹ Once in the ledger, Andrea mentions a brother, Giovanni Casoli who lived in a house near Andrea's, but his name never appeared in the ledger except then, in 1397.⁶⁰ Even Andrea's age went unrecorded. The best estimate would be based on the beginning of his ledger, 1387 the latest year Andrea could have been in law school. If, in 1387, Andrea had just completed his education at the age of twenty-five, by the end of the ledger he would be fifty years old. However, if one took the mean age for new fathers according to David Herlihy's examination of the *Catasto* of 1427, which was about the age of forty, Andrea would have been sixty by 1412, and certainly an old man. Andrea's name does not appear in the above *Catasto* of 1427, which means that at some point between 1412 and 1427 he met his end.⁶¹

At some point before he began the ledger Andrea attended law school and married his wife Nanna. Andrea's father, Gherardo Casoli must have been a man of at least some wealth, since Andrea attended law school. Law school has never been an inexpensive educational path; the costs could reach twenty *florins* a year.⁶² In addition to his tuition, Andrea apparently owned farmland and vineyards at the onset of his ledger, indicating that his father left him a sizable inheritance. The insertion of a surname, Casoli, which

⁵⁹ ASA, Fraternità dei Laici, AT, 3372, 3 verso.

⁶⁰ ASA, Fraternità dei Laici, AT, 3372, 85 recto. This entry indicates that Giovanni's lived in a house near Andrea and was referenced in regards to the leasing of another house, owned by Andrea.

⁶¹ There was a devastating plague in the year 1417-1418 according to David Herlihy and Christiane Klapisch-Zuber, *Tuscans and Their Families: A Study of the Florentine Catasto of 1427* (New Haven: Yale University Press, 1985), 237, which may have claimed Andrea's life.

⁶² Lauro Martines, *The Social World of the Florentine Humanists 1390-1460* (Princeton, N.J.: Princeton University Press, 1963), 117. For the comparison, Martines cites Filippo Manetti's memoirs and Gutkind, *Cosimo de' Medici*, 230.

Andrea always included with his given name, also points to a respectable heritage, since having and using a surname, was a sign of upper-class birth. More often, as reflected in Andrea's ledger, a person's paternal name accompanied their surname. Thus, from these scattered bits of information, Andrea came from a respectable family that possessed some modest wealth; though he did not follow his father's profession, whatever that might have been, since he never adds the title "Ser" before his father's name, merely *olim* or *condam*, meaning the late Gherardo.

Andrea's ledger contains even less biographical information about Nanna, his wife. Obtaining more information about her from sources outside the ledger could prove even more difficult, since neither her father's name, nor mention of a dowry, ever appears in the ledger. It is possible and quite normal for a dowry to accompany a marriage, especially given the Casoli social standing. Nonetheless, the ledger is replete with mentions of Nanna, though usually in brief and undescriptive manner. Nanna bore Andrea six children over a period of twelve years. Shortly after each birth, Andrea and Nanna contracted a wet-nurse to care for the children.⁶³ Since Nanna gave birth at relatively short, two-year intervals for the first four children, in 1392, 1394 and 1396 (twin boys), the use of a wet-nurse could have had a practical rationale behind the social practice: the wet-nurse would have shortened the time between pregnancy and increased the possibility of childbirth during the wife's most fertile years.

Nanna appeared quite often in the commercial entries of Andrea's ledger, blurring the lines between domestic and public spheres. Like Andrea's profession failing to

⁶³ ASA, Fraternità dei Laici, AT, 3372, 11r, 12r, 12v, 14r, 16r, 20r, 20v, 22r, 22v, 23r, 29r, 29v, 30r, 30v, 44r.

preclude him from engaging in agricultural commerce, Nanna's position as lady of the house also brought her into contact with agricultural commerce, such as when the Casoli farm workers delivered goods to their house. Her involvement with these workers did not end with the simple deliveries; rather, Andrea recorded Nanna as having lent out grain to not only his workers, but to townspeople and widows. Additionally, Nanna certainly had access to the Casoli purse, since Andrea recorded loans of money by her, though never more than a few *lire*. There are two, not mutually exclusive, interpretations of Nanna's actions. The first is that Nanna acted on Andrea's behalf while he was away at court or otherwise engaged. This is most certainly the case, and as such, made Nanna a lesser partner, an agent, in Andrea's commercial ventures. Andrea, rather than Nanna recorded the deliveries and loans, which prevents a complete parallel between Nanna's actions and that of a junior business partner. However, Nanna's availability at their house made possible Andrea's simultaneous maintenance of a legal practice and investments in agricultural commerce. The other plausible interpretation of Nanna's involvement in lending is that Nanna lent grain as a matter of charity, considering her actions an extension of her domestic and religious life. As well, individuals may have viewed Nanna as more accessible than her husband, which would explain the widows and townspeople seeking her for loans rather than approaching Andrea. Nanna made monetary loans to Andrea's workers who already had outstanding loan balances, implying that Nanna's lack of information could have negatively affected Andrea's business. Nanna was also frequently a witness to Andrea's contracts with his agricultural workers showing that the word of women had some legal standing, at least in civil court.

Like many in the Renaissance, tragedy marred Andrea and Nanna's family. The loss of three of the four daughters born to the Casoli surely cast a pallor upon an otherwise prosperous and successful family. However, Nanna gave Andrea two sons who could carry on the familial name. The ledger neglects to mention anything about Nanna's personal life, only her involvement in Andrea's commercial business and children. Andrea would most likely neglected to include even the births of his children in the - ledger if not for the wet-nurse contracts.

Nanna bore Andrea his first child, a girl named Antonia in August of 1392.⁶⁴ Before her death in August of 1400, the Casoli family employed a wet-nurse named Divitia for her care for the first three years of her life. Andrea employed Divitia through her husband, Donato de Faltona at the salary of forty *soldi* (two *lira*) per month. Donato and Divitia apparently cared for Antonia at their own house, since the first entry recorded Donato as having taken (*portavit*) Antonia the day employment began. The ledger holds nineteen entries in two pages related to Antonia's care, though not all of the entries are Divitia's salary. Twice, Andrea records payments to Donato who then purchased tunics (*tunica*) for Antonia at the price of five *lira*, ten *soldi*, and eleven *lira*, four *soldi*. As well, Andrea entered a payment for either hose or shoes (*calzarretis*) for which he paid thirty *soldi*. In addition to clothing, Andrea supplied Donato with two *lira* with which Donato bought grain (*frumentum*). In a later entry (July 1394) Andrea gave Donato three *staia* of wheat (*granum*) at a rate of repayment of forty-one *soldi* per *staia*. Andrea did not specify if the wheat was a loan or in lieu of salary; even so, the insertion of a value would

⁶⁴ ASA, Fraternità dei Laici, AT, 3372, 12r.

indicate that the wheat was not simply a gift. At the end of the entries for Donato and Divitia, Andrea totals the amount spent at ninety-one *lira* and eight *soldi*, which does not correspond to the total of the nineteen entries listed, which was some forty-four *lira*. This inconsistency resulted from the failure on the part of Andrea to record every salary payment. The employment, which lasted from August 1392 until June 1395, would have earned a total salary of sixty-eight *lira*. Regardless of the arithmetic discrepancies, Andrea spent a sizable amount on his first daughter, only for tragedy to strike on 23 August 1400. Andrea entered in his ledger:

Anno Domini MCCCC die XXIII menses Agusti
Mortua est Dicta Antonia et sepulta in ecclesia Sancti Agustini de Arezzo.⁶⁵

Andrea's second child, Benedicta entered the world in September of 1394.⁶⁶

Again, Andrea hired a wet-nurse, named Christofano di Cuici from Montagusto who then lived with Giuliano, a *catenario* (chain maker) and his wife, Angela. Andrea paid Christofana the same rate as Divitia, forty *soldi* per month. It is noteworthy that Christofana was a wet-nurse, i.e. she had recently had a child, but was without a husband. The ledger has thirteen entries, only one of which referenced a tunic, which Andrea bought for Christofana. Andrea paid Christofana in *florins* five times during the ledger. In total, Andrea paid Christofana some six *florins*, twenty-two *lira* and six *soldi* before Benedicta died in her care. Christiane Klapisch-Zuber, when researching wet-nurses in Florence, found that 17.4 percent of children in the care of wet-nurses died – a higher

⁶⁵ ASA, Fraternità dei Laici, AT, 3372, 12v. 23 August 1400, The same Antonia is dead and interred at the church of Saint Augustine in Arezzo.

⁶⁶ ASA, Fraternità dei Laici, AT, 3372, 16r.

occurrence than among non-wet-nursed children.⁶⁷ Andrea never mentioned whether there was retribution for the loss of his child, merely that, like Antonia later, he buried Benedicta in the cemetery of San Augustini on 25 November 1396.

Earlier in the year (April 1396) before Benedicta's death, Nanna gave Andrea not one, but two sons, Antonio and Giovanni. Again, Andrea hired an unmarried wet-nurse, named Pia from Montepulciano who came to live *in domo nobischum* (sic), in the Casoli house.⁶⁸ Only with his sons did Andrea allow the wet-nurse to stay in Arezzo with the Casoli. This could indicate that Andrea believed his and Nanna's oversight would give the sons a better life or at least reduce the odds of them dying. As a salary, Andrea gave Pia one *florin* a month, roughly twice what he paid the previous wet-nurses, but it was justified given the two boys to be nursed. Pia's employment as a wet-nurse only lasted for a year, from April to April. Although during that time Andrea paid seven *florins*, seventeen *lira* and fourteen *soldi* on behalf of his children, likely in addition to Pia's salary since regular payments for her salary were not included.

Since Andrea only employed Pia for the year, a replacement became necessary. In June of 1397, Andrea hired Riccha de Forano as a wet-nurse, about which he wrote "venit ad standum mecum in domo in nutricem et ad lactandum."⁶⁹ Riccha also stayed at the Casoli house, but her employment lasted nearly two years, from June of 1397 to

⁶⁷ Christiane Klapisch-Zuber, *Women, Family, and Ritual in Renaissance Italy*, (Chicago: University of Chicago Press, 1985), 146, 151.

⁶⁸ ASA, Fraternità dei Laici, AT, 3372, 20 r, 20v.

⁶⁹ ASA, Fraternità dei Laici, AT, 3372, 22r. She came for the purpose of staying with me in my house as a nurse and for the purpose of wet-nursing.

February of 1398. Her salary was less than Pia, only sixty *soldi* (three *lira*) a month. At the end of her term, Andrea paid Riccha's salary, in addition to some thirty-two *lira* and ten *soldi* of additional expenses for his sons.

The last two wet-nurses employed on behalf of the boys was Sima for year, from April to March 1400 at a rate of forty *soldi* a month and Meldina, wife of Salvi de Campraria at the rate of forty-five *soldi* a month from April 1401 to July 1402.⁷⁰ Andrea did not hire these women as much for the wet part of wet-nurse as for the nurse part. The prepositional phrase *ad lactandum*, for the purpose of milking, Andrea omitted from these two contracts. While Sima stayed with Giovanni and Antonio in the Casoli house, by 1401 the boys were sent to live with Meldina and Salvi in Campraria, in the *contado* of Arezzo. By the time the nursing ended, the boys had reached the age of six and would have begun their formal education. The expenses paid these women totaled six *florins*, eighteen *lira* and ten *soldi* in addition to their salary.

The care of his sons cost Andrea a substantial sum. The expenses listed in the ledger for the six-year period total thirteen *florins*, sixty-eight *lira* and fourteen *soldi*, in addition to the 171 *lira*, which Andrea owed in salaries. The multiple wet-nurses employed by Andrea, and the shift to simply a nurse, supports Louis Haas' argument that wet-nurses were a form of pre-modern day care, as the wet-nurses took the children out of the house and freed the mother to have more children or perform household duties.⁷¹ The presence of Giovanni and Antonio in the Casoli house may have contributed to the

⁷⁰ ASA, Fraternità dei Laici, AT, 3372, 29r, 29v.

⁷¹ Louis Haas, *The Renaissance Man and His Children: Childbirth and Early Childhood in Florence, 1300-1600* (New York, NY: St. Martin's Press, 1998), 89-110.

lack of births by Nanna between 1396 and 1401. In fact, Nanna gave birth to the Casoli's fifth child, Laurentia, in September, 1401, which means that when the boy were sent to live with Meldina and Salvi in Campraria, in April of 1402, their mother would have been pregnant and progressively less able to aid their nurse in their care.⁷²

For Laurentia's care, Andrea hired Guiducia, the wife of Marcho di Vanni of Monte San Savino, with a salary of forty-six *soldi* per month. Like all these records of wet-nurses, Andrea enters expenses, some for Laurentia and others as payments. For Guiducia, Andrea seems to include most of the salary payments, though after September of 1403, Andrea inexplicably lowered the salary to forty *soldi*. The total recorded for Laurentia's care was two *florins*, fifty-nine *lira* and seventeen *soldi*. At the end of the entry, on 7 December 1404, Laurentia died in Guiducia's care. Marcho and Guiducia then buried her at the chapel at Monte San Savino, rather than in Arezzo with her sisters. Since this area was so far from Andrea, the funeral and its expenses were initially handled by Marcho di Vanni and then Andrea noted twice the times he paid Marcho for those expenses, some four *lira* and eighteen *soldi*, and also the final payment for Guiducia's salary of three *lira*.⁷³

Earlier that year, Nanna gave birth to her last child, Margarita, on 1 September 1404.⁷⁴ Shortly thereafter, Andrea hired Marchesina, wife of Simon di Angelo of Latignano in the Aretine *contado*, as a wet-nurse at the rate of fifty *soldi* a month. The entries for this contract contain mentions of a tunic but few other expenses. The fifty-four

⁷² ASA, Fraternità dei Laici, AT, 3372, 30r.

⁷³ ASA, Fraternità dei Laici, AT, 3372, 30v.

⁷⁴ ASA, Fraternità dei Laici, AT, 3372, 44r.

lira, six *soldi* Andrea records from September 1404 to March 1407 fails to total the expected cost based on the quoted rate, which would have been over one hundred *lira*. Despite this discrepancy, Margarita did not die and was Andrea and Nanna's only surviving daughter.

Raising children through the use of wet-nurses was an expensive practice. The Casoli sent each of the four girls away to wet-nurses shortly after their birth for an average of three years. The salaries for these wet-nurses ranged from forty to fifty *soldi* a month, for an average cost per girl of seventy-two to ninety *lira* just for the wet-nurses salaries. Ascertaining which of the entries were extra-salary expenses and which were not is nearly impossible due to the vagueness of each entry. Regardless, the entries certainly demonstrate that the actual cost of raising the girls exceed the above average. On the other hand, Casoli provided their twin boys with a wet-nurse for six years (1396-1402). The salaries paid however, declined as the boys were weaned. Because of this decline and the fact that one wet-nurse for two boys cost less than two wet-nurses for two boys, the average salary paid on behalf of the boys totaled only eighty-five *lira*, or fourteen *lira* a year, roughly half what the girl's salary cost each year. The unusual circumstances, such as having twins, in addition to the small sample size, make any assertions about a gender bias futile. The one qualitative point that one can make is that the Casoli bringing the wet-nurse into their house to care for the boys shows a different approach to child rearing than employed with their girls.

Andrea and Nanna's children, though suffering from a high mortality rate, certainly received one of the better financial upbringings in Arezzo. Few people in

Arezzo could have afforded the costs of hiring eight wet-nurses and paying perhaps as much as two hundred *florins* for their children's care over a fifteen-year period. Without Andrea's professional life and his continual efforts to expand and improve his rural holdings, he would have been unable to provide for his family in this way.

Another aspect of Andrea's personal life that reflected his social standing was the retention of servants. While Andrea employed eight different wet-nurses, only a few servants appear in his ledger. Early in the ledger, before the first wet-nurse began working for the Casoli, a woman named Christofana began working as a servant (*famula*) in Andrea's house.⁷⁵ Christofana was at the time, unmarried, and her salary of fifty *soldi* a month was to go toward a dowry, so she might be able to secure a good marriage. Christofano worked for the Casoli for four years, from November 1391 until January 1395. During this time, Andrea bought her clothing and allowed her to live in his home, which until August 1392 had no children. The total paid by Andrea to Christofana was eighty-eight *lira* and eight *soldi*, earning her a modest dowry.

One the shorter entries relate to the first male servant included in the ledger, a Nanne di Nicholo de Castiglione Arezzo.⁷⁶ Although Andrea hired Nanne at the rate of six *florins* a year, the ledger contains only three entries, from December 1397 to the following January, with the total payments of ten *lira* five *soldi*. Another servant Andrea did not list until very late in the ledger, September 1410. This employment with Sancti di

⁷⁵ ASA, Fraternità dei Laici, AT, 3372, 11r, 14r.

⁷⁶ ASA, Fraternità dei Laici, AT, 3372, 23r.

Giovanni, set at a rate of fifty *soldi* per month, continued for a year.⁷⁷ In this case, Andrea's accounting of payments was not far from the expected salary, totaling some twenty-eight *lira* and fifteen *soldi*. These three servants, in addition to the eight wet-nurses, were under the direction of the Casoli family and were in a sense part of an extended family. Several times, wet-nurses would come, years after they worked for Andrea, to ask for a loan of money or grain. For the three servants working for the Casoli and the three wet-nurses who also living with them, the close proximity and dependence on the Casoli formed a system of security. When a servant needed clothing, all they had to do was ask Andrea, and he would buy it for them, though perhaps begrudgingly. Overall, the employ of wet-nurses and servants placed the Casoli among the more influential citizens of Arezzo.

The historical assessment of Florentine and Tuscan families, and their extended household, has undergone a transformation in recent decades. Because this thesis proffers Andrea di Gherardo Casoli's family as an instrumental part of his life and, as a motivation, the primary rationale behind his professional life and commercial ventures, the status of the family must be understood in the categorical hierarchy of society. In a sense, the questions about family lying amid the debates over Italian humanism: its religious versus secular nature, civic duty versus the individual. Presumably, Italian humanism represented a liberal change from the past through the rediscovery of the classical world and an adventurous step toward the future. For the purpose of this thesis, a thorough examination of Italian humanism is not prudent. However, a recognition that,

⁷⁷ ASA, Fraternità dei Laici, AT, 3372, 55r, 55v.

then and now, people believed the Renaissance represented a new flowering of learning and knowledge, while throughout Italy, the essential structure of the family went unchanged and the family dominated the lives of many, if not most, people.

Any family, if taken at only one point in time, tends to seem static and organized using a social hierarchy of only those in that nuclear family. However, if one analyzes the family over a longer period, say 400 years, as James Davis did with the Venetian Dona family, a different manner of hierarchy emerges. While the title of his book implies that he began the study of Dona at 1500, Davis actually examined the family back to Andrea Dona (1197), a Venetian ambassador.⁷⁸ This form of hierarchy, bestowing obligations, expectations and responsibilities on each new member of the family, meant that one's obligations were to the family name first. In an economic sense, this meant that the family's expectations for each concurrent generation were an increase in the familial wealth, providing more of an inheritance for one's children than had been passed down by previous generations. This expectation extended to the social and political realm as well, where each politically active member was expected to compare his career to that of his forebears.

The Renaissance man combined this cognizance of familial obligations with the immediate realities of a family. The principle work on the relationship between parents and their children in the pre-modern world is Philippe Ariés' *Centuries of Childhood*, published in 1965. Ariés asserts that parenting had progressed to its caring and loving

⁷⁸ James C. Davis, *A Venetian Family and Its Fortune, 1500-1900: The Dona and the Conservation of Their Wealth* (Philadelphia: American Philosophical Society, 1975), 2-20.

modern ideal from a pre-modern pattern of abuse and neglect. Regarding Florentine Tuscany, Christiane Klapisch-Zuber, in her *Women, Family, and Ritual in Renaissance Italy* presents an analysis echoing Ariés. However, Klapisch-Zuber points to the fifteenth century as the transitional period from pre-modern to modern standards of paternal care. Klapisch-Zuber and David Herlihy in *Tuscans and Their Families* found in the *Catasto* of 1427 that “The behavior of Tuscan Parents lends some support to Ariés’ interpretation... Still, this attitude does not really prove that Tuscan parents were indifferent toward childhood and children.”⁷⁹ Herlihy, in his monograph *Medieval Households*, goes further into parental care, stating that “Amid the tumult of the late Middle Ages, several great churchmen vigorously promote devotions to St. Joseph; the veneration he attracts seems thinly to disguise a cult of paternal care.” As well, Herlihy states that “The medieval family was never dead to sentiment; it is only poor in sources.”⁸⁰ Taking this trend to a more sentimental end, Louis Haas argues that Renaissance men were very emotionally engaged with their children.⁸¹ In biting review of this work, Richard Trexler called the entire book “syrupy psychopap...that does not enrich the history of childhood.”⁸²

While the study of children and parental feelings may be fraught with disagreements and uncertainty, the concepts of familial loyalty and devotion across generation are not. The example of the Dona family, with their sumptuous mansion in

⁷⁹ Herlihy and Klapisch-Zuber, *Tuscans and Their Families*, 254.

⁸⁰ David Herlihy, *Medieval Households* (Cambridge, Mass: Harvard University Press, 1985), 158.

⁸¹ Louis Haas, *The Renaissance Man and His Children*, 5-15.

⁸² Richard C. Trexler. Review of “The Renaissance Man and His Children: Childbirth and Early Childhood in Florence 1300-1600” by Louis Haas. *The American Historical Review*, Vol. 104, No. 2 (Apr., 1999), pp. 671-672.

Venice filled with paintings of now-dead Dona men who had been ambassadors, admirals, governors and doges, demonstrates the incentive a family could provide a man for his occupational or social ambitions. Before Davis' work on the Dona, the family languished in relative historical obscurity, one family among many in Venice. For the Casoli, an influential Aretine family, the social pressure on Andrea at least to maintain his family's status would have been great. Because of this, he spent a very large sum of money, just providing his children with wet-nurses in the first years of their life.

If the reason Andrea pursued his professional career and rural ventures was the improvement of his family, it begs the question: how successful was he? While raising his six children, Andrea lost three of them, two in the care of their wet-nurses. However, three survived, at least until the ledger ended. Andrea's son, Antonio, would become a *lanaio* (wool merchant). At some point Antonio di Ser Andrea Casoli matriculated in the Fraternita dei Laici in Arezzo. Later in his life, Antonio deposited some seven ledgers, some financial, some *ricordanze*, among which was his father's ledger, the source for this thesis.⁸³

One can find the entry for Antonio di Ser Andrea in the *Catasto* of 1427. In this record, Antonio possessed private investments valued at 406 *florins*, no public investments, total assets valued at 956 *florins* with 44 *florins* in deductions and a total taxable wealth of 912 *florins*.⁸⁴ This level of wealth would have placed him just outside

⁸³ ASA Fraternità dei Laici, Casoli (Antonio) Ledgers.

⁸⁴ *Online Catasto of 1427*. Version 1.3. Edited by David Herlihy, Christiane Klapisch-Zuber, R. Burr Litchfield and Anthony Molho. [Machine readable data file based on D. Herlihy and C. Klapisch-Zuber, *Census and Property Survey of Florentine Domains in the Province of Tuscany, 1427-1480*.] Florentine Renaissance Resources/STG: Brown University, Providence, R.I., 2002. Series 16 – Arezzo.

the wealthiest in Arezzo.⁸⁵ The record listed him as married at that time, though the data file does not have a reference to his wife.

Giovanni di Andrea Casoli, if he actually lived long after the end of the ledger, left behind less record of his life. Only two Giovanni di Andreas appear in the *Catasto* data file. Unfortunately, neither of them includes the name Casoli and both lack the entry for their occupation. One of two must be rejected as the correct Giovanni, since the age listed, twenty years, would be far too young to be the a Casoli. At the latest year of the *Catasto*, 1429, Giovanni would have reached the age of thirty-three. Apparently, the *Catasto* tended to round off the years, since many of the entries list ages as multiples of five. If this were the case, the other Giovanni di Andrea would be a Casoli. One more aspect that might indicate his status is the financial data presented in the file, which bears a semblance to Antonio's file. This Giovanni had private investments of 368 *florins*, total asset valued at 1025 *florins*, with 387 *florins* worth of deductions and a taxable wealth of 638 *florins*. The similarities of the two men's total wealth and the discrepancy of their taxable wealth may be due to a disproportionate number of dependants. Giovanni had nine times as many *florins* in deductions than Andrea.

If Andrea di Gherardo Casoli's reason for pursuing a legal profession and rural ventures was the maintenance of his family's wealth and station, while ensuring that his family's name lived on and prospered, his efforts were not in vain. Together, the two boys would have had a wealth of 1937 *florins*; certainly, no small part came as their

⁸⁵ Thirty-five people in Arezzo as of 1427 had wealth in excess of 1000 *florins* according to Robert Black, *Benedetto Accolti and the Florentine Renaissance* (Cambridge: Cambridge University Press, 1985), 8.

inheritance. With study of the ledgers in the Archivio della Fraternita dei Laici in Arezzo deposited by Antonio di Gherardo Casoli, a more detailed story of the Casoli family might arise.

CHAPTER III

PROFESSIONAL LIFE

Andrea di Gherardo Casoli was foremost a lawyer by profession. While his ledger preserved in detail the workings of Andrea's agricultural ventures and his household, it did not record his professional activities to as great an extent. Included in the ledger was a scintillating glimpse of Andrea's involvement at law court in the form of a daily schedule beginning in 1388 and terminating in 1393. The actual cases Andrea handled went unrecorded, save for a few, which he entered into the ledger. These few cases imply that Andrea was an advocate of civil law, as opposed to criminal or canon law. The most common, yet unusual incidents in the ledger occur when small communes in the Aretine *contado* contracted Andrea for yearlong period to be an advocate for the commune. The final aspect of Andrea's professional life that appeared in the ledger is a glossary of seventy-eight legal terms. Andrea defined and gave the origin of each, citing such jurists as Accursius, Goffredo di Trani or the Codex Iustinianus.

Historiography has developed our understanding of the advocate, or lawyer, or procurator as an occupation, in Renaissance Tuscany. This examination of the advocatorial class, particularly in Florence, results from the close correlation between the advocatorial class and the large number of humanists that arise in the Fifteenth century. Arezzo and its lawyer corps hold a certain distinction as the birthplace of some of the most prominent humanists. Leonardo Bruni Aretino was born and lived in Arezzo through at least his childhood, and was considered by Hans Baron as one of the

fundamental figures in the growth of civic humanism.⁸⁶ Bruni would have been a slightly younger peer of Andrea di Gherardo Casoli since Bruni was born in 1370, and would have been only seventeen when Andrea was already engaged in the courts. Andrea or his father may well have known Bruni⁸⁷ or his father, who was a grain dealer.⁸⁸ Ten years after Bruni was born, Poggio Bracciolini was born outside of Arezzo, in a small commune called Terranuovo.⁸⁹ Like Bruni and Andrea, Poggio was educated in the legal profession and distinct from Andrea, went on to historical prominence.⁹⁰ Like Bruni, Carlo Marsuppini was born in Arezzo, practiced law, became chancellor of Florence, and developed into a prominent humanist.⁹¹ Marsuppini, however was not a grain dealer's son, but from one of the noble and richest families of Arezzo.⁹² The last of the Aretine chancellors of Florence was Benedetto Accolti, of the Aretine branch of the Accolti family. Benedetto was born just after the time period comprised in Andrea's ledger (1415) and followed the same trajectory of the above humanists to the office of

⁸⁶ Hans Baron, *The Crisis of the Early Italian Renaissance: Civic Humanism and Republican Liberty in an Age of Classicism and Tyranny* (Princeton, NJ: Princeton University Press, 1993), 191-211.

⁸⁷ ASA, *Fraternità dei Laici*, AT, 3372, 13r, lists an Antonio di Angelo Bruni.

⁸⁸ Lauro Martines, *The Social World of the Florentine Humanists 1390-1460* (Princeton, N.J.: Princeton University Press, 1963), 117. Robert Black, *Benedetto Accolti and the Florentine Renaissance* (Cambridge: Cambridge University Press, 1985), 13. Black states that Bruni received his education in Arezzo, while Martines maintains that Bruni was educated in Florence.

⁸⁹ William Shepherd, *The Life of Poggio Bracciolini*. (Liverpool: Printed for Harris Bros. for Longman, Rees, Orme, Brown, Green & Longman, London, 1837), 5.

⁹⁰ Black, *Benedetto Accolti*, 13, Bracciolini was educated from the age of eight in Arezzo.

⁹¹ Black, *Benedetto Accolti*, 13, Marsuppini was also a professor of poetry and rhetoric in the Florentine university.

⁹² Martines, *Social World*, 127.

chancellor.⁹³ The last, but certainly not the least of Arezzo's sons to reach a marked achievement as a humanist was Petrarch, but his success came not through the legal profession, but through the life of learning. The political and intellectual successes of these men, all from the relatively small city of Arezzo was somewhat unusual; none of the other cities under Florentine control produced as many political figures or humanists. Arezzo had, for several centuries before these men were born, what Helene Wieruszowski called a "Center of Learning and Letters".⁹⁴ This cultivation of learning may have been a tradition that led these men, as well as Andrea, to pursue a higher educational status.

The legal profession was certainly lucrative during the Renaissance. Lawyers in Florence had an average wealth of 1079 *florins* in the *Catasto* of 1427, making them the fourth wealthiest set of people by occupation.⁹⁵ Lauro Martines makes a strong case for the political influence of the legal class in his *Lawyers and Statecraft*.⁹⁶ The earning potential of a lawyer, in addition to the access to political power made law school an attractive option for many. The primary obstacle to law school was its prohibitive expense. While expounding on Leonardo Bruni's finances, Lauro Martines writes:

But as we know that Leonardo's youth was financially difficult – his father and mother died in 1386 and 1388 respectively – it may have been that he had

⁹³ Black, *Benedetto Accolti*, 41-61.

⁹⁴ Helene Wieruszowski, *Arezzo as a Center of Learning and Letters in the Thirteenth Century* (New York: Fordham University Press, 1953).

⁹⁵ David Herlihy and Christiane Klapisch-Zuber, *Tuscans and Their Families: A Study of the Florentine Catasto of 1427* (New Haven: Yale University Press, 1985), 129.

⁹⁶ Lauro Martines, *Lawyers and Statecraft in Renaissance Florence* (Princeton, N.J.: Princeton University Press, 1968), 387-403

relatives or friends in Florence, only forty miles from Arezzo, who were willing to give him some assistance – room and board for example. Since these costs were relatively dear, such help would not have been unimportant. To convey an idea of the costs, it may be enough to note that servants were paid from 9.00 to 12.0 *florins* yearly, while the yearly expenses of a young man enrolled in a university away from home averaged about 20.0 *florins*.⁹⁷

The expenses Andrea incurred go unrecorded, as do the school he attended. However, the beginning of his ledger in 1387 means that Andrea could have spent the tumultuous years surrounding the annexation of Arezzo by Florence away at school. Since Andrea almost certainly began studying law before Florence annexed Arezzo, his intent may have been to return to Arezzo and ascend to political office there. However, the loss of sovereignty to Florence had its penalties, the most significant of these being the loss of the highest of Arezzo's political offices to appointed Florentine officials.⁹⁸

A lawyer could earn an income in his profession either through generating legal fees, or from the salary that accompanied public office. In regards to public offices, William J. Connell states:

In the mid-fifteenth century, there were eighty-two provincial governorships in the Florentine territory, which were filled by officers who were called „Capitano’, „Podestá’ or „Vicars’. Territorial office brought, as the Florentines said, both „honour and gain’ (*onore et utile*): salaries and income from fees were substantial, as was the attraction of assuming a position of authority for six months. Thus,

⁹⁷ Martines, *Social World*, 117. For the comparison, Martines cites Filippo Manetti's memoirs and Gutkind, *Cosimo de' Medici*, 230.

⁹⁸ Robert Black, "Arezzo, the Medici and the Florentine Regime" in William J. Connell and Andrea Zorzi eds., *Florentine Tuscany: Structures and Practices of Power* (Cambridge, UK: Cambridge University Press, 2000), 95. Black explains that Arezzo lost the right to name their own Podesta, Captain and Chancellor when Florence annexed the city in 1384. In 1395 the office of chancellor was returned, but in 1408 Arezzo lost the notary of the *danni dati*, the office that oversaw the suits between city and county.

certain manuscripts of Gregorio Dati's *History of Florence* (c. 1410) likened serving in offices to holding a „lordship' (*signoria*).⁹⁹

While these offices could be quite lucrative for a lawyer or a Florentine privy to patronage, Florence stripped most offices in Arezzo from the city, leaving Andrea without these offices as a possible source of income. Later in the fifteenth century, the Aretine offices would become as Robert Black put succinctly, “exclusively the preserve of Medici patronage, and it was „hands-off” to everyone else.”¹⁰⁰

Since the Italian humanists who have prompted an inquiry into the legal profession generally filled these types of offices, rather than securing income from fees, these fees have received less attention. James Brundage, in his essay, “The Profits of the Law: Legal Fees of University-Trained Advocates”, attempts to lay a groundwork for the reasoning and justification of advocates charging for their services. His explanation includes the costs of the legal profession and the manner of payment. He gives little specific information however, relating to the actual fees charged or the relative value of cases. He simply cites an example of a Florentine lawyer who received a salary of 600 *florins* that would roughly equal what the lawyer would have made in private practice.¹⁰¹ Because of the paucity of information, Andrea's ledger had it been more detailed than the

⁹⁹ William J. Connell, “The Humanists Citizen as Provincial Governor” in William J. Connell and Andrea Zorzi eds., *Florentine Tuscany: Structures and Practices of Power* (Cambridge, UK: Cambridge University Press, 2000), 147-8.

¹⁰⁰ Robert Black, “Arezzo, the Medici and the Florentine Regime” in William J. Connell and Andrea Zorzi eds., *Florentine Tuscany: Structures and Practices of Power* (Cambridge, UK: Cambridge University Press, 2000), 297.

¹⁰¹ James A. Brundage, “The Profits of the Law: Legal Fees of University-Trained Advocates” *The American Journal of Legal History*, Vol. 32, No. 1 (Jan., 1988), pp. 1-15 Martines, *Lawyers and Statecraft*, 91-106.

few cases actually included, could have proven a valuable resource for the study of legal practice.

Historians have studied the legal profession in Renaissance Florence and Tuscany extensively due to its correlation to the growth of humanism. However, historians' treatments of the profession's financial underpinnings have suffered from the limitations of the sources. The sources used are typically either tax records or political correspondences. While these sources are excellent at determining either the demographic trends or the salaries for political offices respectively, they tend to neglect the more mundane aspects of income. Nonetheless, current historiography does provide an excellent perspective on the legal profession, with which one can examine the activities of Andrea di Gherardo Casoli.

Court Schedule

One of the more fascinating aspects of Andrea's ledger is was inclusion of a calendar of his working schedule from December 1388 to May 1393.¹⁰² In this part of the ledger, Andrea recorded each day whether he was in court all day (*juridica tota*), off all day (*feriata tota*) or a combination thereof. If Andrea split the day between court and other affairs, he would record when he worked or did not; for example, if he worked the morning not the latter part of the day he would enter "juridica mane et feriata sera."¹⁰³ While Andrea would gave no detail of what he did on those days he was at court, the

¹⁰² ASA, Fraternità dei Laici, AT, 3372, 86r-106v.

¹⁰³ At court in the morning, off later.

register of days he took off he accompanied with a justification, such as “feriata de mane propter introitum dominorum priorum.”¹⁰⁴

The period which the ledger included, December 1388 to May 1393, contained some 1519 entries, one for each day. A large part of the days Andrea worked in court were half days, yet when the half days and full days are added together they add up to 489 days, more than a quarter of the days in the ledger. Next to each day that Andrea was in court, he made a small mark next to the day’s entry indicating whether the day was a half-day or a whole day. From the beginning of the ledger until January 1399, a half day was marked with a slash and a full day with a dot; this was always included to the left of the entry. After January 1399, until the end of the entries, Andrea changed a full day’s marking to look like a “Y” and left the half-day’s mark unchanged. Andrea apparently made these markings, since on some days, on which he anticipated working the entire day, he wrote “juridica tota,”¹⁰⁵ but then erased the “tota” and explained why he failed to work the whole day. The most common instance of this was the entries that read “juridica tota sed de mane judex non intravit.”¹⁰⁶ The fact that the “Y” next to the day was subsequently scratched out and replaced by a dash for the half day indicates that Andrea made the markings and quite possibly made the schedule in advance of the actual days worked.

¹⁰⁴ ASA, Fraternità dei Laici, AT, 3372, 86v. Off in the morning for the entrance of the Lord Priors.

¹⁰⁵ In court all day.

¹⁰⁶ In court in the morning, but off later because the judge did not enter (court). ASA, Fraternità dei Laici, AT, 3372, 89v.

On average, Andrea worked 9.6 days a month, though this only includes the time in court. While external duties kept him from court, Andrea very often was off for his personal business. In particular, between mid-September and mid-October of each year, all the days in court are half days.¹⁰⁷ The justification for this Andrea writes as “*feriata propter vendemias a medio menses Settembre usque ad medium menses octumbre inclusive*”.¹⁰⁸ While Andrea noted that he would be off work, the reality, as reflected by the entries was that during that time, Andrea only restricted his time in court to the mornings. Since Andrea maintained a vineyard in San Leo, just outside the walls of Arezzo, he certainly could have divided his labors between the there and court.

The greater, and more interesting detail included in the ledger relates to the days he was off for other reasons. One can divide these into two categories, religious and political. The holy days, in the most original form of holidays, occurred regularly throughout the year. Some of these are familiar, such as Andrea being “*feriata propter festum omnium sanctorum*” (All Saints Day)¹⁰⁹ on 1 November, or “*feriata propter pascha nativitus domini nostri*” (Christmas)¹¹⁰ on 25 December. Others however are more obscure, such as the “*festum Sancti Blaxii*,”¹¹¹ on 3 February. As well, in February, Andrea notes that he was off for the first day of forty,¹¹² at the culmination of which, he

¹⁰⁷ ASA, Fraternità dei Laici, AT, 3372, 88v, 99v, 103v-104r.

¹⁰⁸ Off work because of the wine harvest from mid-September to mid-October.

¹⁰⁹ Off work because of the festival of all saints, or All Saint’s Day.

¹¹⁰ Off work because of the holy nativity of our lord, or Christmas.

¹¹¹ Festival of Saint Blaxio.

¹¹² Lent

writes that he is “feriata tota cum xiiii diebus sequentibus propter passionem et festum pascatis resurrectionis omnis nostri yhu xpi.”¹¹³ Unlike his days off for winemaking, Andrea did not work half days at all during the holy days. Andrea’s dedication to his schedule and the religious holy days was remarkable, considering that the entire city, and the whole of Western Europe, followed the same calendar. Once these extended holidays were over, Andrea resumed his engagements at court with vigor, working every day except Sunday, with a half day on Saturday for several weeks.

The political interruptions to Andrea’s schedule were many. Although holy days kept Andrea from work many times, the reason given for missing work that reveals the most about his life in court relate to the political events of Arezzo. Six times in the ledger, Andrea records the exiting of the Podestá¹¹⁴, which always lasted for five days, followed shortly by the entrance of the new Podestá,¹¹⁵ which also lasted five days. The first of these entries occurred in January of 1388, barely a month after the beginning of the ledger. All other change of offices in this manner happened in either February or August, with a six-month term of service for the Podestá. Unfortunately, Andrea did not record the name of the Podestá, but a Florentine certainly filled this office. The gap in the middle of the ledger, with December to March 1390 missing, would have included a change in Podestá, since the previous and following Augusts both marked a change in

¹¹³ Off work all day cum the following fourteen days because of the passion and the festival of the resurrection of all our lord Jesus Christ.

¹¹⁴ *Feriata tota seram formam status propter egressum potestatis.*

¹¹⁵ *Feriata tota propter introitum potestatis.*

podestá.¹¹⁶ This changeover kept Andrea from going to court and plying his trade ten days each February and August. However, the week following this changeover Andrea consistently worked full days at court, as Andrea compensated for the lost time.

Political obligations perennially filled Andrea's schedule for the month of March. Like other reasons given for missing a day at work, Andrea introduces the reason with "propter", and then supplies a reason. There are three political offices in the ledger that qualified as a reason for being off work: "consilium", "priorum", and "quadraginta." The "quadraginta", the Forty, was a legislative body, of which Andrea certainly could have been a member.¹¹⁷ The "priorum" were the Priors of the Arts (Guilds), which governed guild activity and was heavily involved in communal politics. The last of these, the "consilium," is the vaguest of the three, and referred to Consiglio Generale, the largest political body in Arezzo. At the beginning of each March, Andrea noted the entrance of both the Priors and the Forty as they entered office. Sadly, Andrea never indicated whether he was a part of these political organizations or not, merely that he took the day, or part of the day off work because of these organizations. In a source outside the Andrea's ledger, the *Deliberazioni del Magistrate dei Prioi e del Consiglio Generale* in the Archivio di Stato di Arezzo contains the record of a commission that judged a claim of the Maestro Francesco di Ser Feo di Nigi on 7 February, 1410. Included in this affluent commission were the judge and vicar, Anastasio di Vanni di Monterbo, the judge and Podestá, Francesco di Volterra, sent from Florence, and four lawyers, Bonifazio di Nicola

¹¹⁶ ASA, Fraternità dei Laici, AT, 3372, 95v .

¹¹⁷ The *quadraginta* are always referred to as the "XL", rather than spelling it out.

Sinigardi, Gregorio di Domenico Marsuppini, Niccolo di Galeotto Sassoli and Andrea di Gherardo Casoli. The Priors of Arezzo gave these men the authority to judge (*habeant auctoritatem in videndo et iudicando*), the case presented by Maestro Francesco.¹¹⁸ This case indicates that Andrea continued to occupy a prominent place in court even up to 1410, even though he stopped recording his court activities in 1393. In a broader sense, this reference gives a more reliable glimpse of Andrea's social standing than his ledger, and placed him among the leading citizens of Arezzo.

The schedule of days in court gives a better understanding of Andrea's practice of law, and the manner in which his days were structured. The proportion of days Andrea was actually in court seems small, not even a third of the total; however, when the numerous festivals and holidays, the time devoted to the *vendemia* (the grape harvest and wine-making time), and the intervening political realities are taken into account, Andrea actually spends a great deal of his available time, more than half, working in court. As well, the preparation time involved in preparing cases must have occupied a large part of the time Andrea spent out of court. Andrea's inclusion of the time spent on the *vendemia* helps answer some of the questions raised by the gaps between Andrea's sales of wine and the production of wine addressed in a later chapter. It is somewhat curious that Andrea would so religiously record the occurrence of holidays, which everyone in the Christian world observed. The political interruptions to Andrea's schedule do show the regularity of office changes on the Florentine periphery as one Podestà exited and another Podestà replaced him every six months in February and August. While Andrea's schedule

¹¹⁸ Robert Black. *Studio e scuola in Arezzo durante il Medioevo e il Rinascimento: i documenti d'archivio fino al 1530* (Arezzo: Accademia Petrarca di lettere, arti e scienze, 1996), 305.

offers valuable information about his professional life, the time he spent in court and the external constraints on his time, it fails to provide the detailed information necessary to reconstruct the intricate inner workings of the profession, such as the people whom he represented or the fees that he accumulated.

Court Cases

Included only on two pages of the ledger were four cases, woefully lacking in detail, but, by virtue of their scarcity, crucial to this examination of Andrea's professional life. These cases involved men named Francisco, one di Lippi and the other di Benedetto. The first entry involves Francisco suing Blaxio Caste de Monte Jove over an owed rent of six *staia* of wheat.

Die Martis quinta menses Novembre mcccclxxxvii
Causa inter Franchiscium Benedicti agentes ex una parte et Blaxium Caste de Monte Jove a quo idem Francisci petit vi stariis grani nomine affictus defensio ipsius est quam alii locavit et recepi affictum pro cura dicti Blaxii. Est Ser Johannes Nicholai apud acta dicta die manus Ser Johannes de venere
Dicta Die
Pro dicta et sive aparte acta facta fuit petitio pro parte dicti Francisci contra dictum Blaxium et status fuit terminum Ser Johannes predicto dicti Blaxii trium dierum ad accipiendi copiam petita et opponenda.¹¹⁹

Within the same day, Andrea made a suit against Blaxio, which gave Blaxio three days to receive and respond to the suit. While this might not seem an exciting case, some of its features demonstrate how Andrea engaged in his practice. The case was a civil suit, rather

¹¹⁹ 5 November, 1387 Case between Francisco Benedetti agent from one part and Blaxio Caste de Monte Jove to the same Francisco sues for six *staia* of wheat which is a rent; defending himself is the other who leased and received the lease, the said Blaxio. Ser Giovanni Nicholao is near the act the said day in the hand of Ser Giovanni.

Same day. For the said suit and if the act was made into a petition for the part of the same Francisco against the said Blaxio and the aforementioned Blaxio was obliged to appear in court at the end of three days for the purpose of accepting the whole suit and responding in defense. ASA, Fraternità dei Laici, AT, 3372, 3v.

than criminal or clerical, and involved an individual very similar to Andrea, in that Francisco owned land, which he then leased to a worker, Blaxio. As well, Andrea involved Ser Giovanni di Nicholao, presumably a notary, in the construction and execution of the suit. Unfortunately, Andrea did not indicate the outcome of this suit, though a successful return of the six *staia* of wheat would have only had a value of at most three *florins*.

The following case, entered only four days after the previous, involved Francisco di Lippi de Petramala, who, with his unnamed brother, commissioned Andrea in the case of his daughter's dowry.¹²⁰ Apparently, Andrea complied and the notary, Ser Guelfucio di Donato drew up the dowry contract. In the year 1391, the (former) daughter of Francisco requested the services of Andrea (*requisivit in advocatum*) for an unnamed matter. Since women were unable to engage in legal matters, a man named Nanne de Patrignone, the nephew of Cincio Mochi, accompanied her. While Andrea included little detail about the reason for this case, for the first time, the sum of thirty-five *soldi* was included as Andrea's salary. The last mention of the actual tasks performed by Andrea came in 1398, when Antonio di Pietro contracted Andrea in regards to another dowry. Antonio married off his sister, Agustina to Cincio Ciani and was socially obliged to give a dowry in place of their father. In this case, the dowry was modest by Florentine standards at thirty-eight *florins*, yet the entry indicates that Cincio agreed to and was satisfied by this dowry.¹²¹ Again, Andrea failed to record the fee he charged for the

¹²⁰ ASA, Fraternità dei Laici, AT, 3372, 4r.

¹²¹ ASA, Fraternità dei Laici, AT, 3372, 4r.

attention to this matter. These few cases are the whole recorded by Andrea that indicates the nature of his legal practice. Based on this, Andrea practiced civil law, though the practice of civil law certainly did not preclude him from criminal cases.

Advocate Contracts

While Andrea entered only a few cases in his ledger, he recorded many instances of employment in legal matters. To clarify, many of the ledger entries pertain to people hiring Andrea as an advocate (*conduxit in advocatum*). These employments include two broad categories, private and public. While almost all the entries indicate an individual hiring Andrea, that individual could represent either himself, or an organization, such as a commune in the *contado* or an Aretine guild. The ledger contains forty-six of these entries, of which, individuals hired Andrea for their personal use ten times, and individuals hired Andrea as the representative of an organization thirty-six times.

Name	Date	Salary
Anglucio Genarii de Carciano	10 April, 1391	8 s.
Antonio de Angelo Bruni	1 December, 1393	8 s.
Pictus Fini De Gioni	1 April, 1396	1 fl.
Donato Bandinelli	14 May, 1400	1 fl.
Jacobo de Papas Braduovi	13 September, 1400	16 s.
Luchas Marci de Misciano	13 September, 1400	1 fl.
Jacobo de Duco Schacione	9 February, 1400	1 fl.
Ventura de Bartoli	12 February, 1400	20 s.
Agustino de Ser Simonis de Castilione Arezzo	3 March, 1400	1 fl.
Antonio de Giovanni de San Estasio	2 April, 1401	20 s.

Table 1. Individual Advocatorial Hires.

Above is a list of the individuals who hired Andrea for their personal use. As one can see, these ten entries spanned ten years with the last seven occurring within a year of each

other.¹²² The last seven shown all come from the same page in the ledger and Andrea wrote them in chronological order. Since ledger entries tended to include most often information relating to anticipated actions, or monetary returns, all of these certainly could fall into that category and one should not take these as indicative of Andrea's private practice as a whole. Presumably, Andrea engaged in many other legal matters not included in this inexhaustive list that kept him occupied at court. One should note the entry regarding an Antonio de Angelo Bruni in 1393 that would have been part of Leonardo Bruni's extended family. The fees Andrea charged never exceeded a single *florin* and sometimes were as low as eight *soldi*. This variance, a ten to one ratio, could indicate either a gradation of case types or a difference in charges based upon the ability to pay. Andrea did not include the length of these contract's terms, since these hires were for a specific case, as contrasted to the following hires. Andrea's entries of his work for organizations do however include a term, normally a year beginning on a stated date.

Individuals, called syndics, representing rural communes, initiated most of the advocatorial contracts. These contracts spanned the breadth of the ledger, the earliest in 1389 and the last in 1411. Twenty-six of the thirty-six contracts began either in January or in February. Out of these thirty-six, only two were not issued on behalf of a communal syndic, but by a guild. Both of these were entered on 5 September 1389 with the first by the Artes et Consules et Rectores di Pietra et Ligna¹²³ and the second by the Artes et Rectores di Ortolano.¹²⁴ The Archivio di Stato di Arezzo has published the statutes of the

¹²² The sources for these ten are ASA, Fraternità dei Laici, AT, 3372, 4r, 6r, 8r, 13r.

¹²³ ASA, Fraternità dei Laici, AT, 3372, 112v.

¹²⁴ The guilds and rectors of the gardeners.

first guild, of wood and stone that give an indication as to the purpose of Andrea's contracts. These statutes specified that the guild was to hire an advocate, among other offices, to work on behalf of the guild.¹²⁵ If this were the case for all the organizations included in Andrea's ledger, the contracts would be a mandated and price controlled office. Below is the entire list of the contracts, arranged by date.

Name	Occupation	Date	Salary
Vichus Benci	Syndic de Fonciano	January 1389	1 fl.
Pilgio di Giovanni	Syndic de San Estasio	January 1389	1 fl.
Blaxio	Syndic de unknown	January 1389	1 fl.
Donato di Mentucio	Syndic	January 1389	1 fl.
Arigo di Feo	Syndic de Marceno	January 1389	1 fl.
Pietro di Stalgo	Syndic de Pigli	September 1389	1 fl.
Arti di Ligna e Pietra	Artes e Rectores e Consules	September 1389	10 l.
Arti di Ortolano	Ars e Rectores	September 1389	2 fl.
Francisco	Unkown	November 1389	1 fl.
Unkown	Syndic de Capodimonte	September, 1393	1 fl.
Blaxio di Bartoli	Syndic de Rigutino	January 1394	1 fl.
Giovanni	Syndic de Rigutino	January 1394	1 fl.
Salvo di Gnaldi	Syndic de Puliciano	January 1394	1 fl.
Petruccio di Francesco	Syndic de Rigutino	April 1396	1 fl.
Paulo di Bartoli	Syndic de Rigutino	January 1396	1 fl.
Salvo di Gnaldi	Syndic di Puliciano	January 1397	1 fl.
Giovanni di Salvo	Syndic de Puliciano	January 1398	1 fl.
Antonio de Berghi	Syndic de Rigutino	January 1398	1 fl.
Paulo di Guido	Syndic de Agazzi e Capodimonte	February 1399	1 fl.
Angelo di Nelli	Syndic de San Estasio	May 1399	1 fl.
Antonio di Giovanni	Syndic de Puliciano	January 1400	1 fl.
Pietro de Pigli	Syndic de Pigli	January 1400	1 fl.
Angelo di Vanni	Syndic de Monte Super Rondine	February 1400	1 fl.
Donato	Syndic de Fontiano	March 1400	1 fl.
Blaxio Tofano	Syndic de Pilgi	January 1401	1 fl.
Mattheo di Ceccho	Syndic de Puliciano	January 1401	1 fl.
Paulucio di Vico	Syndic de Rigutino	February 1401	1 fl.

¹²⁵ Alessandro Del Vita, *Gli Statuti Medioevali Aretini dell' "Arte" dei Maestri di Pietra e di Legname* (Arezzo: Dalla Casa Vasari, 1930), 10-14. The guilds and consul and rectors of the guild of the masters of wood and stone, the builder's guild in Arezzo.

Vannuccio di Vine	Syndic de Puliciano	January 1402	1 fl.
Giovanni de la Mellina	Syndic de Vitiano	January 1402	2 fl.
Sancti di Martino	Syndic de Puliciano	January 1402	1 fl.
Nanne di Ventra	Syndic de Pigli	January 1402	1 fl.
Goro di Andrea	Syndic de Rigutino	June 1402	1 fl.
Christofano di Piero	Syndic de Pigli	January 1403	1 fl.
Paulucio di Vico	Syndic de Rigutino	January 1410	1 fl.
Antonio di Berghi	Syndic de Rigutino	January 1411	1 fl.
Mattheo	Syndic de Puliciano	January 1411	1 fl.

Table 2. Syndic Hires.

These many entries only thrice exceeded a *florin* for year of retention and only one of the three was for a syndic.¹²⁶ The syndics were the leading individuals in very small communes who while not necessarily governors, had a position of authority. These men would have hired Andrea for two possible purposes. First, Andrea could have provided representation in the courts of Arezzo, either for the commune as whole or for individuals from the commune who might need legal access. The other, more likely option, based on the flat fee charged, was that the syndic employed Andrea, obligated by the statutes, to advise him on legal matters. In either case, Andrea's legal expertise would have been called upon only in times of need, which may or may not have been often, relative to the population of the commune.

The reason the Andrea's ledger contained so many of these entries was a result of the future obligation implied by these yearlong contracts. The total amount Andrea earned from these contracts, just over forty *florins*, pales in comparison to his income from wine or particularly the product of all Andrea's commercial ventures. However, these entries would have been only a fraction of the legal work that occupied and funded

¹²⁶ The sources for all these entries are: ASA, Fraternità dei Laici, AT, 3372, 6r, 8r, 13r, 13v, 18v, 21r, 84v, 85v, 108v, 112v.

Andrea's life. Furthermore, the length of time from the first to the final of these contracts demonstrates an amicable and functional relation between Andrea and the countryside, mirrored in his commercial life. The communes that most often employed Andrea in the way were Rigutino, Pigli and Puliciano with twenty total occurrences in the ledger. All three of these communes are located to the south of Arezzo in the Quartiere della Costa, as are Vitiano, San Estasio, Agazzi, and Capodimonte. These communes were quite small, as of the Catasto of 1427; Rigutino had thirty-four households, Pigli forty-seven, and Puliciano thirty-eight.¹²⁷ In light of the small population, the small payments made to Andrea seem relatively more significant. The information about Andrea's professional life contained in his ledger is certainly not exhaustive, but it does provide valuable information about a lawyer's function in his city.

Legal Glossary

The final aspect of Andrea's ledger related directly to his legal profession was the inclusion of a short glossary of legal terms. The terms, some seventy-eight of them, generally relate to legal issues, some more so than others. For example, the term *Lex* may not seem necessary to explain, but the ledger provided definition since the nature of this word and a person's interpretation of law could vary dramatically. Other words, such as *procurator* required a specific definition for its legal sense. This word Andrea defined as:

¹²⁷ *Online Catasto of 1427*. Version 1.3. Edited by David Herlihy, Christiane Klapisch-Zuber, R. Burr Litchfield and Anthony Molho. [Machine readable data file based on D. Herlihy and C. Klapisch-Zuber, *Census and Property Survey of Florentine Domains in the Province of Tuscany, 1427-1480*.] Florentine Renaissance Resources/STG: Brown University, Providence, R.I., 2002.

Procurator est quo aliena negotia mandato domini administrat ad non fecio gerenda gratuito suscepum negotia intellige unum vel plura – Goffredus et Accursius in secunda de Procura.¹²⁸

Below is a list of all the words included; listed, not in alphabetical order, but in order of occurrence in the ledger.

<i>Actio</i>	<i>Iurgium</i>
<i>Accusatione</i>	<i>Ignorantia</i>
<i>Alienum</i>	<i>In Ius Vocans</i>
<i>Apostasia</i>	<i>Iurisdictio</i>
<i>Assessor</i>	<i>Lex</i>
<i>Actio</i>	<i>Litis ex Ordium</i>
<i>Arbitrium</i>	<i>Legantum</i>
<i>Arbitro</i>	<i>Multa</i>
<i>Causa</i>	<i>Metus</i>
<i>Codex</i>	<i>Mendacium</i>
<i>Catolica</i>	<i>Morbus</i>
<i>Constitutione</i>	<i>Negotium</i>
<i>Collateralibus</i>	<i>Obligatio</i>
<i>Comentarium</i>	<i>Proconsul</i>
<i>Cautio</i>	<i>Parentes</i>
<i>Calumpnia</i>	<i>Pactum</i>
<i>Dolus Malus</i>	<i>Pollicitatione</i>
<i>Dolus Bonus</i>	<i>Postulare</i>
<i>Dilatio</i>	<i>Procurator</i>
<i>Donatione in Offitium</i>	<i>Pedantes Iudices</i>
<i>Dampnum</i>	<i>Populatorem</i>
<i>Divortium</i>	<i>Properatate</i>
<i>Ecclesia</i>	<i>Presumit</i>
<i>Epronus</i>	<i>Restitutio in Integrum</i>
<i>Edictum</i>	<i>Reputationibus</i>
<i>Error</i>	<i>Receptis</i>
<i>Eder Actorum</i>	<i>Redebito</i>
<i>Executor</i>	<i>Rei Vindicatio</i>
<i>Errare</i>	<i>Statua</i>
<i>Forus</i>	<i>Titubatio</i>
<i>Fides</i>	<i>Transactio</i>

¹²⁸ A procurator is one who by other mandated business of the lord is instructed concerning not making the conducting of one and all cases understood by free acceptance. In Goffredus and Accursius in *De Procura*.

<i>Fama</i>	<i>Tituli</i>
<i>Fallacia</i>	<i>Testamentum un Offitiulum</i>
<i>Falcitas</i>	<i>Titubare</i>
<i>Ferie</i>	<i>Vis</i>
<i>Famlia Heredes cuiuscumque</i>	<i>Vitum</i>
<i>Hereticus</i>	<i>Usus Fructus</i>
<i>Heremita</i>	
<i>Iudicium</i>	

Table 3. Legal Terms of Andrea's Glossary.

The terms included pertain generally to the practice of law.¹²⁹ Owing perhaps to Andrea's education, a short citation accompanies each term. The most common citations are from the glosses of Goffredo di Trani (Goffredus) and Accursius, as well as the Corpus Iuris Civilis. Both Goffredus and Accursius taught law at Bologna, but well before Andrea could have studied with them. Although this glossary shows little concerning the finance of Andrea's professional life, it does reveal Andrea's dedication to legal study, well after he completed his formal education. The terms in the glossary Andrea arranged with a page dedicated to each first letter, roughly alphabetizing the terms. However, the entry of each term on the pages did not follow this alphabetic organization, indicating that Andrea may have written each entry at a different date and that the entry was as a mnemonic device.

Andrea di Gherardo Casoli's ledger fully supports his status as a lawyer in Arezzo, but it lacks detail as to the nature of his professional life in court. Arezzo and its corps of lawyers produced many notable figures, both in Florentine politics and in Italian humanism. Andrea, however similar his background, both socially and professionally, did not achieve the renown of a Bruni or a Marsuppini; yet Andrea maintained his family's

¹²⁹ The sources for all these terms are ASA, Fraternità dei Laici, AT, 3372, A, 62r, C, 65r, D 66r, E, 67r, E, 68r, F, 69r, H, 70r, I, 71r, L, 72r, M, 73r, N, 74r, O, 75r, P, 76r, R, 78r, S, 79r.

status in Arezzo and was a leading citizen in the city. The legal aspects of Andrea's life represented in the ledger reached their greatest detail in the early years, 1387-1393; after which Andrea's inclusion of legal matters declined to only the recording of the contracts he entered into with the communes in the Aretine *contado*. This trend of decline in Andrea's professional life is in stark contrast to his commercial life, which the ledger shows was disorganized during the earlier years, but became far more productive in the years 1395-1405. This change, like the abrupt end to Andrea's daily schedule, may not indicate an end to Andrea's professional life, but a rising level of competency where a schedule, ledger of cases and a glossary became superfluous.¹³⁰ If the first years, 1387-1393, represent Andrea's normal conduct of professional affairs, then Andrea's legal practice occupied at least a third of his adult life, he maintained excellent working conditions with the *contado* and Arezzo by representing communes and guilds in legal matters, and Andrea developed a greater legal acuity and prominence in the courts of Arezzo. The last mention of Andrea comes not from his ledger, which ended in 1412, but from the protocol of Ser Giovanni di Ceccho. The reference to Andrea comes from a contract of dowry, enacted in the church of San Francesco, where the Ser Giovanni included the notable men who witnessed the contract. Among these men, the two lawyers, a teacher of rhetoric and a medical doctor, Andrea's name appears. All the other people witnessing the document the notary dismissed with *et pluribus aliis*.¹³¹ Andrea's

¹³⁰ While other options are many, and all speculative, another ledger containing Andrea's court cases may have existed. However, all court proceedings would have been recorded by the court notary, obviating the need for Andrea to keep a detailed account of his work.

¹³¹ Robert Black. *Studio e Scuola in Arezzo durante il Medioevo e il Rinascimento*. 1996, 330, pg 403.

profession as a lawyer granted him and his family an affluent status in Aretine society.

By becoming a lawyer, Andrea was able to improve the fortunes of his family while maintaining an elevated standard of living.

CHAPTER IV

CONTRACTS AND LABOR

Introduction

Contracts and laborers were a necessary means to an end for Andrea di Gherardo Casoli. In order for Andrea to pursue and maintain his personal and familial wealth, he had to take his existing capital, be it land holdings, livestock or liquidity, and invest it in a purposeful and meaningful way, which held the promise of future profitability. A contract is simply an instrument which, when written, provides the parameters and obligations binding both parties for a prescribed period. During the Middle Ages, legions of notaries were educated, capable of drawing up a binding agreement between parties who may or may not have been literate. The records of contracts that survive for Andrea di Gherardo Casoli's business come not from a notary's redaction, but from his ledger. Andrea would certainly have been qualified to draw up his own instruments, since he was more qualified in legal matters than most notaries were; hence, he does not specify payment to a notary for a contract.¹³²

Often a contract was not necessary, such as when a person employed workers on a daily or weekly basis or for the immediate sale of goods. Contracts require the expectation of future action, such as a farmer working for years or a set price for

¹³² Several times he does mention a notary, but only as a witness to the contract. The one exception was during the rental of a house, when a notary witnesses the more formalized contract.

anticipated goods. Depending on the anticipated obligations, the type of contract used would vary. The most celebrated agricultural contract in Tuscany was the *mezzadria*, which was a progression away from the fixed rate and serfdom that preceded it. The terms of the *mezzadria* fixed the rent at half (*ad medietatem*) of a farm's yield, usually restricted to the cereal production of the land. In addition, loans, payments or a grant of seed or animals would often accompany this contract. The contract could potentially benefit or harm either party. For example, if the rent for a piece of land was set at thirty *staia* of wheat per year, payable after the harvest and the worker needed forty *staia* per year to maintain himself, he needed to produce at least seventy *staia* per year to survive. In years of plenty, the property owner still received the same amount by contract, which provided him no incentive to invest in the improvement of the land. If a drought struck the land, and the yield of the land dropped below seventy *staia*, the farmer would starve and the subsequent death would cause a breach of contract, to the detriment of the owner as well. If, in this example, the landowner and worker had used a *mezzadria*, the owner would always receive half of the harvest and the worker released from having to surrender too great a portion of the harvest in times of dearth. As well, the *mezzadria* gave the landowner the option of supplying capital, in the form of equipment or animals, and could increase the overall productivity of the land.

The *mezzadria*, while an admirable contract, only applied to farming and cereal crops. In order to engage in other commercial activities in the rural district the venerable *soccida* was used. The *soccida* was a simple partnership, and a remnant of Roman law, that stipulated that the parties entered into the contract and bore responsibility equal to

their investment with the corresponding reward.¹³³ Andrea di Gherardo Casoli used this contract almost exclusively when animals are involved. While the word *mezzadria* comes from the portion of yield allotted to each party, the *soccida* is a legal state that all parties would be in as partners; thus Andrea phrased the *soccida* as him giving and conceding in partnership (*dedi et concessi in soccida*). The *soccida* used by Andrea was simple, conducted with local commerce, and thus did not achieve the complexity the related long distance trade variants necessitated.¹³⁴

The final, and extra-contractual, practice Andrea used for labor was the employ of day laborers. By using day laborers, Andrea could pursue specific aims, which could be achieved in a short period and provided an enhancement of the overall worth and productive capacity of his property; as well, by using day laborers he could augment the physical capacity of his *mezzadria* workers during peak seasons, such as harvest time. These workers were not unskilled labor, used as blunt force against a difficult task, but specialized workers whose talents a land owner could use quite effectively for a short period on a specific task, but after which their talents would be wasted.

Urban labor in Tuscany, as in most of Italy, was tightly controlled by the guilds and the regulations imposed by the guild hierarchy. Rural labor, the majority of which was agricultural, was not organized into guilds and, in Florentine Tuscany, it was the state that imposed order through statute law and the oversight of the *Ufficio della*

¹³³ The *soccida* was a form of the *societas terrae*, a land-trade partnership. For this, see Robert Sabatino Lopez and Irving Woodworth Raymond, *Medieval Trade in the Mediterranean World; Illustrative Documents Translated with Introduction and Notes*, (New York: Columbia University Press, 1955), 185-187.

¹³⁴ The *soccida* or more famously the *commenda* contract was employed extensively in long distance trade, the former more often in over-land trade and the latter in long distance sea trade.

Grascia. The statutes governing agricultural laborers, having been written by urban officials, strongly favored the property owner over the lessee. This bias is hardly surprising since the rural populace had no political voice because they were without a guild that could protect their rights.

Most of the statutes governed the land leasing workers, but a few dealt with the day and week workers. The statutes forbade any married man to hire himself out as a day laborer, which would ensure that these married men would be capable of providing for their dependants throughout the year¹³⁵ rather than relying upon the inconsistent income of a day laborer. This rule did not apply to married men who were free landholders, since they would have another source of income (their land) to sustain themselves and their dependents. Following this, the statutes set a price for day laborers that varied depending on the time of year employed. These wages followed the demand for labor at a given time of the year and may have aided the workers by creating a minimum wage or aided the employers by also being a maximum wage; both of these helped to stabilize the pricing and standardize labor.¹³⁶

¹³⁵ *De Laboratorem Tractatu et Materia*. Rubric 266 Laborers are not able to lease the services by the week or by the day.

¹³⁶ *De Laboratorem Tractatu et Materia*. Rubric 12 Concerning the salary and weekly leases worked by the day.

Time of Year	Daily Payment
15 Nov – 1Feb	6 <i>soldi</i>
1 Feb – 15 June	8 <i>soldi</i>
15 June – 1 Sep	10 <i>soldi</i>
1 Sep – 15 Nov	8 <i>soldi</i>

Table 4. Daily Wages by Time of Year.

As can be seen, the wages set for a day's labor for agricultural workers varied, with harvest time being the most lucrative. If a worker could find employment at these wages year-round and every day of the week, he would be able to make a decent wage, 135 *lira*. The actual expected salary, however, was probably much lower; and since it was limited to either unmarried men or landholding peasants, might have only served to supplement their incomes.

While the statutes issued a blanket regulation of the day laborers, constraining who can work and what their pay should be, regulation of contracted workers was more specific, forbidding certain actions and giving the proprietors an avenue of prosecution against their wayward workers. There was no differentiation between tenured laborers and *mezzadria* workers, since the Tuscan economy at this time of transition was a blend of the two leases. Demonstrating the ascendancy of the property owner, the statutes forbade any lessee to testify against his property owner in any case, unless directly ordered to by the *Podestà*. This restriction tacitly prevented prosecution arising against a property owner from the person most knowledgeable about his business. In addition, the worker lost the ability to initiate a claim against the one person most likely to abuse his contractual position, essentially disenfranchising the worker.¹³⁷ Following this, the

¹³⁷ *De Laboratorem Tractatu et Materia*. Rubric 265

statutes required the worker to “well and diligently cultivate and work continually”¹³⁸ the land that they were contracted to work. This statute, like many in the Florentine statutes of 1415, had its roots in the plague. Because of the disturbance the plague caused to the food supply, the Florentine officials did not want workers wandering around not working, while land lay unworked.¹³⁹ As Florentine Tuscany transitioned from long-term to *mezzadria* contracts after the plague, this sort of law aided the landowner, since a worker could potentially not cultivate the farm in a profitable manner and work only enough to meet his own household needs. In other words, if a farmer could sustain himself by working a fraction of the farm, keeping half himself in accordance with the *mezzadria*, the owner could not reach the full potential of the farm.

Most Tuscan farms were diversified; that is to say, they produced a variety of crops such as wheat, olives, fruit, grapes or livestock. However, the *mezzadria* contract, as well as the tenure contracts, normally provided for the halving of the grain harvest, with a portion of the farm being set aside for the sharecropper to plant a small vegetable garden to augment the dietary needs of his household. One of the more profitable agricultural yields came from wine, but the statutes demarcated the sale of wine as being solely the domain of the landowner and thus, not a part of the sharing in sharecropping.¹⁴⁰ A logical outgrowth of this would be that the landowner would try to expand the wine

¹³⁸ *De Laboratorem Tractatu et Materia*. Rubric 11

¹³⁹ This law relates to the Statute of Laborers of 1351 in England, which sought to combat the labor shortages in England following the Great Plague.

¹⁴⁰ *De Laboratorem Tractatu et Materia*. Rubric 16 No laborer sells wine of the vineyard existing in contractual possession.

producing part of his lands as much as possible, at the expense of the worker. The only check on this arrangement would be the contract acquisition process, where an informed worker would not work a farm without sufficient wheat growing land. Although the worker would not see any profit from a vineyard, the statutes required a worker to plant vines at the request of the landowner.¹⁴¹

While wine was limited to the provenance of the landowner, the owner and worker would divide the grain and olive oil between themselves. The statutes required that the worker, before selling the grain and oil he produced, allow the landowner to inspect the yield and take his legal share.¹⁴² Another potential profit yielding agricultural product came from forests or woods that might be on the landowner's property. The statutes forbade the worker to burn any of the wood on the land they work, since the landowner could sell that wood himself and its incineration would be a direct loss for the landowner. The ledger does not specify the quantity of oil produced, only that a laborer was required to harvest and press the olives. The Renaissance obsession for recording everything his business ventures yielded did not burden Andrea, only recording the labor costs, money owed, money lent and wine sold.¹⁴³ The other assets of the owners, which farm workers could use, were animals, cows, donkeys and the like.¹⁴⁴ The property owner might have added the use of these beasts to the contract initially drawn up between

¹⁴¹ *De Labororem Tractatu et Materia*. Rubric 20.

¹⁴² *De Labororem Tractatu et Materia*, Rubric 17.

¹⁴³ *De Labororem Tractatu et Materia*, Rubric 19.

¹⁴⁴ One statute prohibits workers from keeping small animals, such as pigs or chickens on the farm without the landowner's permission. *De Labororem Tractatu et Materia*,. Rubric 21.

himself and the worker; however, the statutes forbade the worker from selling, using or renting these animals in any respect outside of the farm for his own gain.¹⁴⁵ This, when compared to the assignment of responsibility for the animal's well-being evident in Andrea di Gherardo Casoli's ledger, emphasized the ownership and initial investment of the beast by the landowner. Another statute required a laborer to be able to demonstrate proof of either their ownership of any animal they possessed or their status as guardian of the animal.¹⁴⁶

The prohibition of subletting the statutes heavily addressed, not only in the above statute against the renting of the proprietors animals, but throughout the statutes. First, the previously mentioned statute required workers to work "well and diligently" all the land they are given, and to plant vineyards when requested to do so; in addition, the workers were required to surrender back to the landlord any land they are not working so the landlord can commission someone else to work it.¹⁴⁷ The worker was given forty days to release the land back to the owner, the violation of which is a hefty two hundred *lira*. The worker could not sublet¹⁴⁸ or sell¹⁴⁹ un-worked land without the express written permission of the proprietor. These statutes were again a response to the labor conditions caused by the plagues that attempted to bring all available land into cultivation.

¹⁴⁵ *De Labororem Tractatu et Materia*. Rubric 14

¹⁴⁶ *De Labororem Tractatu et Materia*. Rubric 15

¹⁴⁷ *De Labororem Tractatu et Materia*. Rubric 18

¹⁴⁸ *De Labororem Tractatu et Materia*. Rubric 24 – Subletting carries the penalty of 25 *lira*.

¹⁴⁹ *De Labororem Tractatu et Materia*. Rubric 25 – Selling the property owner's land carried a higher penalty than subletting at 100 *lira*.

The authority over agricultural workers was broader than over commodities, thus while the Ufficio della Grascia did have the capacity and should execute the laws, the Podestá and the Capitano del Popolo were also given the authority and power to directly examine cases regarding land leases and to execute the laws contained in the statutes.¹⁵⁰ The Ufficio de Grascia were still the primary authority and the Rectors of the People¹⁵¹ were held by statute to tender a list of all agricultural workers in the months of December and January, or whenever ordered to by the Officials.¹⁵² Finally, the statutes forbade any commune or organization to make any regulation, statute or ordinance that restricted or impeded the cultivation of land; in effect, limiting the ability of agricultural workers to form any effective organization which could have led to a dominance of the labor market.¹⁵³

These statutes, while relatively extensive, are by no means exhaustive and fall short of addressing all the possible means of contracting agricultural labor. The focus of the statutes was on the lessee's subservience to the leaser. Statutes manifested most often in Florentine agricultural activity due to the reality that land, particularly around Florence, was mostly owned by people living in the city and those landowners, having the greatest access to legal recourse and the writing of law, would be able to control their distant workers. The intended function of the laws runs contrary to the practical norms of

¹⁵⁰ *De Labororem Tractatu et Materia*. Rubric 23.

¹⁵¹ While this office was included in the statute, no other mention can be found for it.

¹⁵² *De Labororem Tractatu et Materia*. Rubric 22.

¹⁵³ *De Labororem Tractatu et Materia*. Rubric 26. As well, this provision constricts the people, preventing an agricultural guild from forming.

agriculture. Changes in the economy, shifting demographics, and growing technological and institutional innovation in the rural regions caused the landowners to adjust constantly their practices so that they might maintain the profitability of the land. While contractual institutions such as the tenured worker followed by the *mezzadria* made up a dominant portion of agricultural commerce relative to production, many other agreements and labor acquisition practices were necessary for a fully functioning agricultural economy. For a landowner, knowledge of the means that one could engage in this economy was vital to the profitable execution of business and the effective mobilization of capital. The variety of practices contained in the ledger of Andrea di Gherardo Casoli attests to the requisite sophistication and demonstrates the manner in which an urban professional could develop and maintain his rural holdings.

Five-Year Laborers and Their Contracts

While Andrea Casoli engaged many people in his employ in the time of his ledger, most are on either a short-term (a day or a season), or they consisted of hands-off leases.¹⁵⁴ However, Andrea di Gherardo Casoli did engage in three contracts for a longer-term, about five years, for which he provided exact details of the payments and products of the workers' labors. Calling these workers long-term or tenured laborers is a bit problematic since, when dealing with land-leases in fourteenth and fifteenth century Tuscany, most historians, P.J. Jones in particular, divides the contracts into what he calls long-term (20-30 years) and *mezzadria* (3-5 years) contracts.¹⁵⁵ Moreover, this distinction

¹⁵⁴ Each of these is discussed in detail on their own merits later in this chapter.

¹⁵⁵ P. J. Jones, "Manor to Mezzadria", in *Florentine Studies: Politics and Society in Renaissance Florence*, Nicolai Rubinstein, ed. (London: Faber, 1968), 227-292.

avoids both the extensive variation in the construction of the instruments drawn up for these contracts and the possibility for other contracts which not specifically long-term or *mezzadria*. An examination of tax records tends to support Jones and Herlihy's assertions (the records themselves tend to force diversity into categories) as does the research about Tuscany confined to the traditional Florentine *contado*.¹⁵⁶ Because the subject of this essay is an account book, a closer examination of these diverse contracts can be taken.

When compared to the other agro-commercial ventures undertaken by Andrea, the three examined here are the longest and consist of the following tenants: a contract with the brothers Matteo and Antonio Angeli, a contract with Guido di Pietro and a contract with Checcho di Giovanni. The contracts all fell in the years 1395-1411. These men all worked the same farm, near the village of San Leo, and as one contract terminated, another would take its place, referencing the previous in regards to the transfer of resources, in particular livestock from the previous tenant to the new. One of the peculiar aspects of these, all of which have similar agricultural effects, is that each contract is formulated using different terminology, making each contract legally different and only one a true *mezzadria*. With the Angeli brothers, Andrea phrased the contract “visa et calculata ratione,”¹⁵⁷ placing the emphasis on the production of wheat rather than the product of the farm as a whole. Guido di Pietro entered into the traditional *mezzadria*,

¹⁵⁶ The land surrounding the city proper, excluding the cities and their *contadi* acquired in the expansion of the Florentine state.

¹⁵⁷ Having seen and calculated a rate. ASA, Fraternità dei Laici, AT, 3372, 24r.

with normal terms and a grant of a cow and a donkey.¹⁵⁸ Ceccho di Giovanni, the last of the three and the last entry in the ledger, entered into contract with Andrea as a partner governing the farm and its animals. Traditionally, these types of partnership contracts strictly governed the use and rental of animals, oxen or beasts of burden. In Ceccho's case, while he was more active than any other worker in the selling and purchasing of animals, Andrea still held him to work the farm, yielding a portion of the wheat to Andrea at the appropriate time.

Each of the following workers performed tasks on the farm in San Leo, filling the ledger with hundreds of entries relating to springtime wheat loans and post-harvest deliveries, temporary labor costs and purchases of farm animals. These three give the researcher the possibility of better understanding the scope of Andrea's industry and a consistent view of the production capacity and the expectancy Andrea had for the San Leo farm. While only a tiny fraction of the many people with whom Andrea conducted his business with, these three have a much larger portion of the ledger dedicated to them and by far the largest farm yields of wheat originate in their entries.

For the five-year cultivation and maintenance of his farm at San Leo, with its wheat fields, vineyards, buildings and miscellaneous production, Andrea first turned to two brothers, Matteo and Antonio di Angelo from the village of San Leo in January of 1395. This contract, initially for three years and then extended to five, had a lower investment of capital than that which Andrea gave Guido, a loan of only twenty-three *florins*; though, when the contract was renewed, the same amount plus later loans were

¹⁵⁸ ASA, Fraternità dei Laici, AT, 3372, 31r.

still held to be repaid. In addition, Andrea lent the brothers four and a half *lira* the July after the commencement of their labors and included a repayment of this loan in the later renewal of the contract. This generosity, common in the ledger, aided the workers in the acquisition of supplies in lieu of larger pay, or in this case, an animal for plowing, since Andrea does not include one in the contract. Below is the initial contract between Andrea and Matteo di Angelo (later to include Antonio). One should note that before Matteo could work, he had to complete his previous contract with Accursius di Ceccho and pay some four and a half *staia* that he owed.

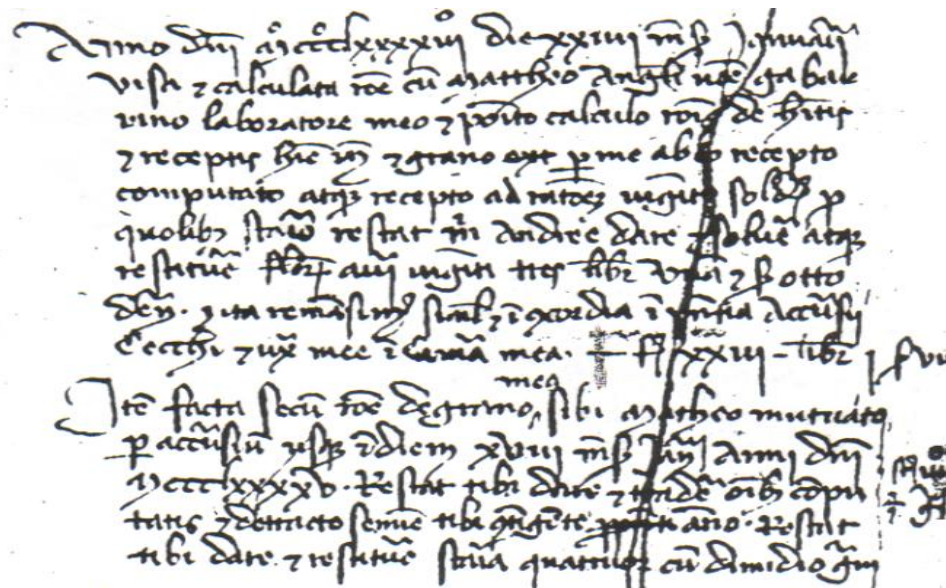


Figure 2. Contract with Matteo di Angelo (called Gabarrino).

Latin Trascriptio

Anno domini mcccclxxxiii Die xxiii menses Januarii. Visa et calculata ratione cum Matteo Angeli vocem Gabarrino labore meo et posito calculo rationis de habitis et receptis hinc inter et grano extra per me ab eo recepto computato atque ad rationem viginti soldi pro quolibet stario restat mihi Andree dare et solvere atque restitute florinem auri viginti tres libra unam et soldi otto denarii et ita remansimus simil et in concorda in praesentia Acursii Cecchi et uxur mee in Camera mea – Fl xxiii libra I soldi viii

Item facta secum ratione de grano sibi Matheo mutuato per Accursium usque in diem xviii menses Januarii Anni Domini mcccclxxxv Restat tibi dare et tradere omnibus computatis et detracto semine tibi contingente proprii anno Restat tibi dare et restituere staria quatuor cum dimidio grani.

English Translation

The year of our lord 1393, 23rd day of the month of January.

Having seen and calculated the rate with Mattheo di Angelo who is called Gabarrino, my laborer and having established the calculated rate of the holding and the taking things in and sending grain out through me by his receiving the calculation and at the rate of 20 *soldi* for each *staia*. He remain to give and to pay and restore twenty-three *florins* of gold, one *lira* and eight *soldi* and thus staying likewise and in contract in the presence of Accursius di Ceccho and my wife in my chambers. – 23 FL, 1 L, 8 S.

Likewise, the rate made with me to him, concerning grain, Mattheo the lessee through Accursius up to 18 January 1395. He remains to give and surrender to you (Accursius) all the calculated and removed seed affecting the property that year. He remains to give and return to you four and a half *staia* of grain.¹⁵⁹

The wording of these contracts is quite different from any others. Andrea begins the contract, not with “locavi,”¹⁶⁰ or “dedi et concessi in soccidam,”¹⁶¹ but with “visa et calculata ratione cum” and then the names of the two brothers.¹⁶² While this phrasing seems to establish a rate, or a pricing, Andrea still executed these contracts very much like the others. The initial contract included a rate of wheat to *soldi*, twenty *soldi* per *staio*, shortly followed by a loan of the twenty-three *florins*, one *lira* and eight *soldi*.

¹⁵⁹ ASA, Fraternità dei Laici, AT, 3372, 24r.

¹⁶⁰ Literally “I leased” or “I rented”

¹⁶¹ Translates as “I gave and released in partnership”. This contract type is used typically for livestock rents. See Duccio Balestracci, *The Renaissance in the Fields: Family Memoirs of a Fifteenth-Century Tuscan Peasant*, trans. Paolo Squatriti and Betsy Merideth (University Park, Pa: Pennsylvania State University Press, 1999), 79, and Ildebrando Imberciadori and Arrigo Serpieri. *Mezzadria classica toscana: con documentazione ined. dal IX al XIV sec.*, (Firenze: Vallecchi, 1951).

¹⁶² This phrasing is simply what is included in the ledger, Andrea could certainly have written a more formal contract and believed its inclusion unnecessary.

Andrea repeats this form when he renewed the contract but adds eleven *lira*, six *soldi* to the total payment, apparently pleased with their labors. In April of 1396 and in March of 1397, Andrea gave the brothers money to pay other laborers for specific tasks. The first payment of six *lira* he indicated was for the weeding (*sarchiandi*) of the crop.¹⁶³ The second is not as specific. Andrea paid the workers directly (*solvi operariis*) two *lira*, 10 *soldi*. The only other monetary payment was for the omnipresent *gabella* for the wheat produced. One feature of this entry is that Andrea specifically noted that he paid the tax collector of the commune of Florence (*solvi gabellariis comunis Florentiae*).¹⁶⁴

The purpose of employing the brothers Angeli was to yield wheat from the farm to sell in Arezzo. Although the rate cited in the contract with the brothers was twenty *soldi* per *staio*, this was not the rate Andrea paid the brothers. More likely it was an established rate of sale, were the brothers to take the wheat to market, which the ledger states they did. As well, with an established rate of sale, any wheat Andrea lent the brothers, having taken that risk upon himself, for repayment of those loans Andrea would have a monetary value. While there are a number of instances in the four pages of the register dedicated to the Angeli in which Andrea lent wheat to the brothers, particularly in late spring, the preponderance of the register contains deliveries of wheat to Andrea in Arezzo. The total amount lent was forty-two *staia*, twenty-seven of which came in the months March through May 1397 and 1400. Conversely, the total *staia* brought to Andrea totaled some 259 *staia*, resulting in a net gain of 217 *staia*. In some of the

¹⁶³ ASA, Fraternità dei Laici, AT, 3372, 15r

¹⁶⁴ ASA, Fraternità dei Laici, AT, 3372, 15v.

deliveries, Andrea included that Mattheo brought the wheat to the piazza for the purpose of selling (*portavit ad vendendum in platea*). This would correspond to the laws of Florence, where a certain piazza (in Florence, the *Piazza del Grano*) was set aside for the sale of grain and all sellers of grain (*granaiolo* or *biadolo*) would sell there. Although it does not address the issue in the statutes, it would make sense that any grain produced in a person's land not intended for sale did not have to go through the market and could be delivered directly to that person's house. In several other entries, Andrea mentioned that Antonio brought the wheat to Andrea's house, which Nanna, the wife of Andrea, and then sold in the market.¹⁶⁵

One of the last entries in the ledger, in May of 1399, Andrea noted the amount of money the Angeli brothers owed him and the sum of wheat he expected them to surrender by the termination of the contract.¹⁶⁶ At this point, the loan amount had reached twenty-three *florins* sixteen *lira* and fourteen *soldi* with thirty-three *staia* still to be delivered. By the very end, when Andrea scratched a line through the entire register, the total amount of wheat Andrea had received from the brothers was 259 *staia*, netting 217 *staia* after the deducting the lent amount. Over these five years when Andrea contracted the two Angeli brothers, Andrea averaged returns of forty-four and a quarter *staia* per year, which, at the quoted rate amounted to forty-four and a quarter *lira* per year or roughly eleven *florins* per year. As an investment on the lent amount, the only capital investment noted in the ledger, this was substantial, nearly a fifty percent return, though

¹⁶⁵ ASA, Fraternità dei Laici, AT, 3372, 25r. This occurrence, and the statutes governing wheat sales is addressed more thoroughly in the Chapter Five: Commodities.

¹⁶⁶ ASA, Fraternità dei Laici, AT, 3372, 25v.

other expenses might have reduced the actual profit. One cannot know however, the actual return, since Andrea did not include the value of the land worked, only that it was substantial enough to continue working the land and more profitable than letting the land lie fallow.¹⁶⁷ Andrea did not note anything other than grain production at this farm by the brothers, but the production of olives, wine or other fruits may have occurred.

While Andrea di Gherardo Casoli engaged in a diverse assortment of contracts, employing many different workers in different tasks involving different commodities, most detailed of these and the one that provides the best glimpse of Andrea's commercial and agricultural life was with a man named Guido di Pietro da Arezzo. Andrea's ledger provides hundreds of entries spanning five years, which detail his involvement with this worker, ranging from his initial contract to the individual deliveries of grain and wine to Andrea's house in Arezzo. Guido was the most stable of Andrea's workers, so one can analyze best the construction of the contract and the profitability of running the farm for a landowner and a sharecropper in this case.

Below is the initial *mezzadria* contract between Guido and Andrea, its transcription and translation:

¹⁶⁷ To calculate roughly the size of the land Andrea owned in San Leo and the profitability on the investment, one would have to take several factors into a calculation. First, the average production capacity of the farm, for these brothers it was 44 *staia* per year. Second, taking David Herlihy's statistics (Pistoia, 130) for land production at 2.6 *staia* per *stioro* and 7 *florins* per *stioro*, yields 16.5 *stioro* and a value of 115.7 *florins*. This, when added to constant investment in the form of the loans to the brothers, and divided by the value of the wheat produced, yields the rate of return on investment, which is 7.7% annually.

xxx
 In dei nomine Amen Anno dñi nři yhu x ab eius
 incarnatione m̃m die vi m̃is augusti p̃nibz
 xp̃fano ecc̃ie nre peli & sanleo simae
 vni cōatore p̃p̃oz deñ & ap̃olico angli
 nre gub̃arino. Locum ego andreas gda
 gherndi de casol. Guindacio pet de aretio
 h̃it i b̃uato de stada axen p̃dē cū dñobz
 de sanleo. p̃p̃ie & t̃m̃o t̃m̃i anoz p̃x̃ie f̃it
 p̃dē die i ap̃redoy. Sub hys p̃actis & quētoibz
 Quia p̃arte mea dēleo sibi tradē & retine vni
 p̃r̃ bobit & vni somēnz ext̃us i totū xxvi f̃it
 et dēleo sibi tradē quolibz āno medietate s̃m̃p̃
 & emē litame ultra illud qd̃ recipiet i st̃b̃it dom̃
 atqz quattuor op̃as quolibz āno q̃ m̃tē d̃is fo
 ssatū t̃m̃y meay. Et ip̃e guindaciū tenet atqz
 p̃m̃isit d̃is boues & somēnz t̃m̃y d̃is p̃st̃
 saluē & custodiē & d̃m̃ p̃st̃ d̃is & atqz solhan
 t̃m̃y q̃quus laborare cū & fossata m̃tē ad iust
 t̃m̃y laboratoris & t̃m̃y quolibz āno medietate g̃m̃
 et cū h̃b̃z alius g̃m̃s bladi qd̃ recolliget p̃ cū t̃m̃
 i t̃m̃y meay q̃ alius d̃m̃tā p̃t d̃m̃ i alius. excepto
 qd̃ d̃ co qd̃ recolliget i p̃p̃io petio t̃m̃y ip̃ius guindaciū
 qd̃ h̃t i d̃m̃ locū ñy me andrea locatōre & st̃m̃y p̃ub̃.
 ad me dictatū lūc & d̃m̃y ex qd̃ g̃m̃t̃ i d̃m̃y bobus &
 somēnz. excepto qd̃ si d̃m̃y g̃m̃t̃ culpa d̃lo ul̃ ne
 gl̃getia ip̃ius guindaciū. siue ip̃ius mala custodia i
 quibz cūbz d̃m̃y boues & somēnz debeat idē guindaciū
 integ̃m̃ly amēdare. Et i fine d̃m̃y t̃m̃y d̃m̃y p̃dē boues
 et somēnz restitue & lib̃e relaxare m̃ andrea locatōri
 iam d̃m̃. sub o & p̃dē oīa & singl̃a p̃m̃is & d̃m̃ sub obla
 f̃it & suoz b̃oay. &c.

Figure 3. Contract with Christofano di Ceccho de San Leo.

Latin Transcription

In Dei nomine amen. Anno domini nostri Yhu Christi ab eius incarnation
MCCCC. Die VI menses Martii praesentibus Christophano Cecchi vocem pela de
San Leo, Simone Vive conciatore pannorum de Arezzo et Mactheo Angeli vocem

gabarino. Locavi ego Andreas condam Gherardi de Casoli Guiducio Pietro de Aretio habitatus in Burgo de Strada meum podere cum domibus de San Leo pro tempore et termino trium annorum proxime future per dicto die incipiendorum Sub hiis pactis et convectionibus Quia pro parte mea debeo sibi tradere et retinere unum par bovum et unam someriam extimatus in totum XXVI Fl. et debeo sibi tradere quolibet anno medietatem sennus et emere litamine ultra illud quod reperietur in stabul domus atque quatuor operas quolibet anno quo mictendis follatis terrarum mearum. Et ipse Guiducius tenetur atque promisit dictos boves et someriam unum et diligenter pascere salvare et custodire et dictem podere diligentur atque sollicitur temporibus congruis laborare colere et follata mictere ad usum boni laboratoris et tradere quolibet anno medietatem grani et cuilibet alterius granis bladi quod recolligetur per eum tamen in terris meis quo alienis detracta parte domini in alienis excepto quo de eo quod recolligetur in proprio petio terrae ipsius Guiducii quod habuit in dicto loco iuxta me Andream locatorem et stratam publicam ad me dictatem lucri et dampni quod contingeret in dictis boves et someria excepto quo si dampni que ... continget culpa dolo vel negligentia ipsius Guiducii et sive ipsius mala custodia in quibus causibus dictos boves et someriam debeat idem Guiducius integratur emendare. Et in fine dicti temporis dicti podere boves et someriam restituere et libere relaxare mihi Andree locatori iam dicto et per dicta omnia et singula promisso et est sub obligatione sui et suorum bonorum et cetarum.

English Translation

In the name of God amen. The year of our lord Jesus Christ from his birth, 1400, the sixth day of the month of March.

In the presence of Christofano who is called Pela from San Leo, Simone de Vive a mender of cloth from Arezzo and Mattheo de Angelo who is called Gabarino. I, Andrea of the late Gherardo Casoli leased my farm with its buildings to Guido di Pietro from Arezzo who currently lives in Burgo de Strada for the time and to the termination of three years which will begin as soon as possible on the stated day. Under this contract and agreement by which for my part I should surrender to him one cow and one donkey which are valued at twenty-six *florins* in total and I should give to him each year half the seed and buy sacrificially that which will be ascertained on the stables and four days labor for the digging of ditches of my lands. And Guido himself is held and sent forth to pasture to care for and to maintain well and diligently the cows and one donkey and to tend and plow the said farm and at the time of the gathering he should labor and till and make ditches through the use of good labor and surrender each year half of the wheat and any other type of grain which he harvests, through him however in my lands which someone else withdrew part of the ownership in the other's limitation which from him that was cultivated in one's own lands, Guido who lives in the said place next to my, Andrea's location and the public road. At my dictation the profit and loss which affect said cow and donkey by the exception which if the loss which.... affecting the blame, deceit or negligence of Guido himself and or if

this same bad custody in which the meat of the cow and donkey Guido should make amends wholly. And at the end of the said time the said farm cow and donkey should be freely released and returned to me, Andrea the leaser immediately and each and every thing stated is promised under obligation and these good things and others.¹⁶⁸

In this contract, Andrea commits his farm in San Leo to Guido di Pietro for a period of three years, beginning on that day 6 March 1400.¹⁶⁹ For his half of the commitment, Andrea gave a cow, or ox (*boves*), a donkey (*someria*), worth twenty-six *florins*. The language that made this contract a *mezzadria*, while being written in Latin, was the condition of halving (*medietatem*) the risk and the harvest. While he only specified that Guido ought to surrender (*tradere*) half of the wheat, a normal farm would produce things other than wheat.¹⁷⁰ Anything Guido produced in excess of his half of the wheat harvest he surrendered to Andrea, such as olive oil or wine. This was borne out in the record, when Guido brought Andrea barrels of wine; the first of these entries occurred on the 25 June 1404, more than four years after the inception of the contract.¹⁷¹ The entry reads that Guido tendered “unam lagenam vini vinili ad rationem quinque cognio ipsius vini.” The *lagena*, the barrel used here was not the standard measure, thus Andrea felt it necessary to include the volume, five *cognio* in addition to the grade of the wine, *vinili*. According to the Florentine statutes, a *lagena* would be one tenth of a *cognio*, but the

¹⁶⁸ ASA, Fraternità dei Laici, AT, 3372, 31r.

¹⁶⁹ While the contract was for only 3 years, Andrea and Guido maintained their partnership for 5 years.

¹⁷⁰ Balestracci, *Renaissance in the Fields*, 79. Often, the half indicated in the *mezzadria* would only extend to the wheat harvest and the landlord would retain the entire casking of the wine.

¹⁷¹ ASA, Fraternità dei Laici, AT, 3372, 48v.

entry indicates that the *lagena* used by Guido was far larger. Since the statutes pertain to regulated wine destined for market, this unusually large size would be for wholesale delivery that could then be reapportioned. A week later, Guido brought another barrel, also called a *lagena* (presumably the same size as the previous *lagena*) which this time contained a white wine. Again, twice in July and once in August, Guido tendered another three *lagenae* of white wine. That following October, Andrea recorded Guido as having brought another five *lagenae* which, in turn, prompted Andrea to extend Guido's contract through a reaffirming of the value of the lent animals. This contract extension, beyond the original three-year term, seems quite justified as the farm's wine yields in the last year of the contract together with the two new years were sizable and increased the profits from the farm considerably. One of the final entries in Andrea's ledger shows Guido delivering twenty-six *metretas* of *vini vinuli*, two *cuchis*, and three *fialchis magnis*¹⁷² of *vini alio* totaling about twenty-eight *cognio*. The entire volume, according to the ledger, produced and delivered by Guido was roughly seventy-eight *cognio*. The delivery of this quantity occurred after the last of all the major wine sales, those through Viva and Rentio (examined in the commodity specific section of this chapter), and exceeded the total amount of wine (fifty-nine *cognio*) sold to those men. The recorded total is comparable to the total after the increase from the years 1390-93 (forty-one *cognio*) to the years 1399-1402 (fifty-nine *cognio*) and the production capacity of this farm one can estimate at twenty *cognio* a year after the planting of the vineyard in 1393.

¹⁷² Andrea includes the information in his ledger that these *fialchis magnis* were of eight *cognio* each – very large flasks indeed. ASA, Fraternità dei Laici, AT, 3372, 48v.

In addition to the production of wine at the farm in San Leo, Guido di Pietro worked to produce wheat for Andrea. The contract stipulated that Guido must surrender half of the wheat produced to Andrea. While this might seem a one-way street, Guido sending wheat to Andrea, for the initial stages of the contract the opposite was true; Andrea had to give extensive loans of wheat to Guido, not only for seed, but also to keep Guido and his family fed. In the first two months of the contract, Andrea lent Guido twenty-seven *staia* of wheat. However, once Guido had established himself at the farm, this number diminished considerably, with only twenty-one *staia* lent over the next five years. During the same period, 1400-05, Guido transported a very large amount of wheat from the farm he worked to Andrea's villa, where either Andrea, his workers, or his wife measured it. The total amount surrendered by Guido was some 250 *staia*, sometimes in large shipments, such as one of seventy and a half *staia*, but most often, they were small shipments of between two and eight *staia*.¹⁷³ Since Andrea had included both an ox and a donkey as part of the contract, he intended the ox for plowing and other heavy jobs at the farm and the donkey for transporting goods, sometimes wine, sometimes wheat to whatever destination Andrea wished. A cart held between two and eight *staia*, so Guido could not have delivered the seventy and a half *staia* in one shipment. This quantity, and others of fourteen, and thirty-one *staia*, must have been recorded after Guido had made many trips with each load not being measured until all had had been delivered. The entire sum of wheat delivered by Guido minus the forty-eight *staia* lent to him would have

¹⁷³ Florentine statute forbade a person from hoarding more than a year's supply of grain which may have prompted Andrea di Gherardo Casoli to sell some of this grain. Andrea does not maintain logs of the grain he and his household retained which make any estimation of him exceeding the limit impossible.

yielded between fifty and one hundred *florins* in the market depending on the current price of wheat, which fluctuated dramatically with the seasons and demand.¹⁷⁴

Beyond the two contracted loans of twenty-six and twenty-one *florins* that Andrea gave to Guido, there are other, much smaller, monetary exchanges listed in the ledger. There are twenty-seven such entries, and they provided for either Guido's personal needs, the needs of the farm, or payments for the *gabella*. Andrea referred to money given to Guido's personal needs as loans, but never recorded a return of the money. For a few of these entries he notes that the money was intended to go towards personal items, such as shoes, but most hold no other clue as to their use. This amount totaled twenty *lira* and nine *soldi* over the five years worked and did not represent a large portion of the money Guido received either from the initial payment on the contracts (forty-seven *florins*) or from his portion of the yield from the farm, which would have been roughly the same as Andrea's. Andrea gave Guido money to aid the running of the farm. Most of these entries were for day laborers to help during harvest, but the total of these were only fourteen *lira* and six *soldi*. In some of these entries, Andrea noted the names of the workers: Evicio de Montepulciano, Blasio del Orso and Vanno.¹⁷⁵ One other worker, Giovanni Tetonicco, Andrea employed twice, paid ten *soldi* one day, and then fourteen when he worked a day the next year. The largest payment came in May of 1405, when Andrea paid Paulino di

¹⁷⁴ The rate he sold this wheat at or would have paid for it himself is not cited, but the range of 20-40 *soldi per staio* is used elsewhere in the ledger in conjunction with the lending of wheat Andrea which Andrea does often and will be discussed elsewhere. ASA, Fraternità dei Laici, AT, 3372, 31r, 31v, 32r, 45r, 48l. On seasonal fluctuations, see Charles de La Roncière, *Prix et salaires à Florence au XIVe siècle (1280-1380)* (Rome: Ecole Française de Rome, 1982), 71.

¹⁷⁵ ASA, Fraternità dei Laici, AT, 3372, 32r.

Pietro da Abbatia nine *florins* for a cow, either to replace or assist the one initially given five years prior to Guido. While the contract originally stipulated that Guido would bear the cost of any damage to the cow, the death of the old cow and purchase of a new cow fell under the then current and shorter contract. In addition to the cost of the cow, Andrea paid the *gabella* of twelve *soldi* on the sale of the cow to Paulino. Two other payments, one of six *lira* and another of two *lira* are listed as *pro feno*,¹⁷⁶ for hay, which does seem, while not a breach of contract, to fall on the shoulders of Guido rather than Andrea because the contract stipulated that Guido ought *pascere salvare et custodire* the cow and donkey.

With all the wheat transported to his villa in Arezzo, Andrea only noted the payment of the *gabella* on that wheat nine times and did not include the rate of tax per *staio*. The sum of these nine *gabella* payments was eight *lira* and three *soldi*, a miniscule amount when paying for the 202 *staia*, which was the net gain from this farm. If these payments were credible, this would mean that the tax on wheat, or at least the harvest of wheat, was 9.75 *denarii* per *staia*. At the low rate of twenty *soldi* per *staio*, this represented a tax of only 4.03 percent.¹⁷⁷ This may be incorrect; Guido may have absorbed the actual tax paid, out of the amount of discretionary money given him,

¹⁷⁶ Feno, or fenus, ordinarily means hay, though it could mean any type of food for an animal.

¹⁷⁷ De la Roncière, "Indirect Taxes" in Nicolai Rubinstein, *Florentine Studies: Politics and Society in Renaissance Florence* (London: Faber, 1968), 152. De la Roncière's average for the Florentine *gabella* on a *staio* of grain for the years 1364-80 was 12 *denarii* per *staio*. Stephen Epstein, "Market Structures" in William J. Connell and Andrea Zorzi eds. *Florentine Tuscany: Structures and Practices of Power* (Cambridge, UK: Cambridge University Press, 2000), 100, states that these indirect taxes at Arezzo were lower than Florence, which is supported here.

although a certain level of tax evasion or both Andrea and Guido may have employed the exploitation of legal loopholes to increase their profit margin.

The contract maintained by Andrea and Guido was no doubt profitable; this is evidenced by the renewal of the first contract at its termination for another two years at an increased per annum rate. In the first contract, Andrea lent Guido upfront an ox and a donkey valued at twenty-six *florins*, in addition to the use of a farm in the fertile land around the commune of San Leo. When this contract expired, Andrea renewed the contract for two years, which would prove a wise decision since Guido produced far more wine in those two years. Once the ox needed replacing, Andrea simply bought another for the farm. In addition to the loaned livestock, Andrea contributed around twenty extra *florins* to the joint venture.¹⁷⁸ While Andrea also granted Guido numerous wheat loans, one should take this out of the total sum of wheat delivered by Guido and not counted as an expense. The operating and managing cost of Guido's farm for this stretch of five years totaled twenty *florins* plus the constant investment of the livestock; this of course excludes the cost of property taxes and the initial cost of purchasing the farm, which are not included in the ledger.

The contract stipulated that Guido would receive half of the yield which provided him with all the income listed in the ledger. Because the ledger only included wheat and wine that Guido delivered to Andrea, one must assume that Guido retained an equal

¹⁷⁸ This was from 20L. 9s. in direct loans to Guido, 9fl. 14L. 6s. for the working expenses of the farm, including the cow, and 8L. 3s. in paid *gabellas*.

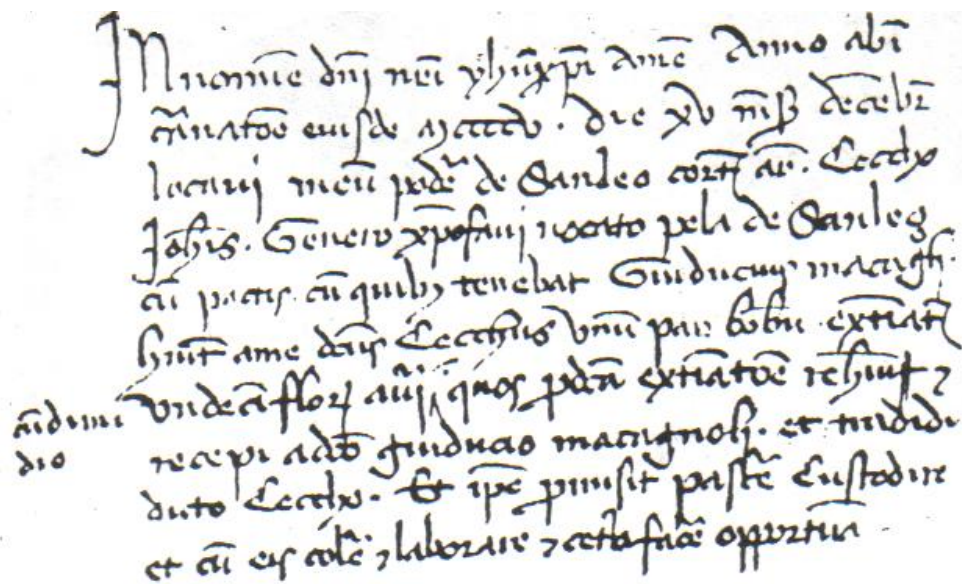
amount of wheat to that which he gave Andrea.¹⁷⁹ Of course, the loans of wheat Guido received would have counted against his share of the harvest; thus, while he may have delivered some 250 *staia* of wheat, the actual amount of wheat Andrea received as his portion was about 202 *staia* and the total production in those five years should have been about 400 *staia*.¹⁸⁰ If Guido retained this amount of wheat (202 *staia*), then at twenty *soldi* per *staia* he would have earned forty *lira* a year on average, and twice that at forty *soldi* per *staia*.

For Andrea, the seventy-eight *cognio* of wine Guido produced and delivered to him would have sold for a handsome sum. The most contemporaneous quote on wine prices that the ledger offers was that for Jacopo and Migliore da Firenze, who bought wine from Andrea at the price of nine and a half *lira* per *cognio*. At this rate, the wine Guido produced was worth 741 *lira* or 185 *florins*. When one adds the price that this wine could have fetched to the 50-100 *florins* worth of wheat which Guido delivered, and then the capital outlay is subtracted from it, Andrea profited between 215 and 265 *florins*) from his employment of Guido. However, it would be unwarranted to assert that Andrea received this in monetary value for this amount, the ledger simply does not support the claim. What these entries show is that Andrea received a sizable amount of wheat and wine, which his household may have consumed, shared amongst friends, or actually sold in the market.

¹⁷⁹ Guido did not retain a half of the wine produced, only the wheat. Balestraccia states that wine was rarely a part of the *mezzadria* contract, only the wheat.

¹⁸⁰ This is only slightly lower on average than the amount produced by the Angeli brothers, they averaged 44.5 *staia* per year and Guido averaged 40.5, leading to the conclusion that this was near the expected yield of the farm in San Leo, between 40-45 *staia* per year.

Once Andrea terminated the contract with Guido di Pietro in 1405, he needed another worker to assume the operation of this, his largest farm in San Leo. Thus, in December of 1405, Andrea contracted Ceccho di Giovanni de San Leo, who was called Pela and was the relative of a man named Christofano.¹⁸¹ This contract contained elements similar to Guido's, but does not include the duration of the work. One of the odd things about this contract with Ceccho is that Andrea began with him recording all his transactions, but not the initial contract in the vernacular rather than Latin as he had been. Most of the records after this date (1405) Andrea wrote in Italian, which corresponds to the six years Ceccho worked. As such, the business of the farm changed and with it, the source of income. Below is the initial contract with Ceccho.



In nomine domini nostri ihesu christi amen Anno ab
 incarnatione eiusdem mcccv. die xv mib decembris
 locum meum pda de Sanleo cont an. Ceccho
 Johis. Genero xpo filij iusto pda de Sanleo
 cu pda cu quibz tenebat Guiducum magni
 hnt ame dny Ceccho vnu pda totu extat
 vnde a floy auj quos pda extat rehus
 reapi addo guiducos magnos. et mudi
 duto Ceccho. Et ipe pmsit pste custodire
 et cu eis totu laboru recta facie oportet

Figure 4. Contract with Ceccho di Giovanni de San Leo.

¹⁸¹ There are several Christofano listed by Andrea. This one is probably not the Christofano di Colcello of Staggiano, ASA, Fraternità dei Laici, AT, 3372, 18r, who worked previously for Andrea, but there is no way of knowing.

Latin Transcription

In nomine domini nostri ysu Christi Amen. Anno ab incarnatione eiusdem mccccv. Die xv menses Decembre. Locavi meum podere de San Leo cortine Arezzo Ceccho Johannis genero Christofani vocato pela de San Leo cum pactis cum quibus tenebat Guiducius Macagnoli Habuit ame dictus Cecchus unum par bovum extimatione undecim florin auri cum dimidio quos predicta extimatione rehabuit et recepi a dicto Guiducio macagnoli et tradidi dicto Ceccho. Et ipse promisit pascere custodere et cum eis colere et laborare certa facere opportuna.

English Translation

In the name of the lord Jesus Christ amen. The year from the incarnation of the same, 1405. 15 December I leased my farm in San Leo in the *contado* of Arezzo to Ceccho di Giovanni who is related to Christofano called Pela de San Leo cum the pact with which Guido Macagnoli is held. The said Ceccho is held by me one cow with the estimated price of eleven and a half *florins*, which the aforesaid estimation was held and received by the said Guido Macagnoli and surrendered to the said Ceccho. And the same commits to pasture, to care for and with it to plow and to work and such to make convenient.¹⁸²

The first entry recorded Guido Macagnoli (di Pietro) surrendering the cows which he had at the farm to Ceccho. Apparently, Andrea owned more than the one cow that he had indicated was for Guido's use in the first contract and the other cow that he later bought him, since during Ceccho's tenure the selling of livestock yielded Andrea fifty *florins*.

From the time the contract was initiated, in December, until the following June, Andrea supplied Ceccho with the resources necessary to prepare the cattle for sale and the farm for planting. Initially, Andrea gave Ceccho two *lira* and eight *soldi* to pay for hay, which Vinno de Lucignano had delivered. Beginning in March, Andrea provided Ceccho with a shipment of wheat (seven *staia*) so he could plant that spring. As well, Andrea commissioned Ceccho to deliver to him eighteen *staia* from the next harvest. He

¹⁸² ASA, Fraternità dei Laici, AT, 3372, 52r.

set these expectations each month following the first grant of wheat, April, May and June. Andrea may have done this in coordination with the successful planting, to reduce the chance of inaccurate expectations of the future yield. The short-term culmination of these efforts was the sale of a bull, in June and a cow in July.¹⁸³ The first sale was to an Antonio di Franona for the price of seven *florins*. Accompanying this was the noted *gabella* payment of twelve *soldi* to the normal *gabella* on cattle sales and an additional *gabella* of three *soldi* for the *meglioramento de Firenze*.¹⁸⁴ In this case, Andrea paid the taxes out of his own pocket. In the following sale to Guerruccio da Sancto Giovanni that earned Andrea ten *florins*, the *gabella* payments were split, with Guerruccio paying the *meglioramento* and Andrea paying the twelve-*soldi* tax. The taxes seem to have come from a book called the *tavola de tome Banchieri*, which, instead of levying them as a percentage of the sale price, they measured and imposed on the sale by head of livestock.¹⁸⁵ Thus, the more expensive sale accrued an identical tax.¹⁸⁶ That same July, Andrea divided the total and paid Ceccho seven *florins* for his labors.

The following August Ceccho harvested the wheat and delivered the full eighteen *staia* that Andrea expected of him. Ceccho did however, fail to return the seven *staia* lent before the planting, which he could use as next year's seed. As well, Andrea faithfully

¹⁸³ ASA, Fraternità dei Laici, AT, 3372, 52v.

¹⁸⁴ This bettering of Florence in 1406 was probably a specific tax for the improvement of the sovereign city, its walls or other projects.

¹⁸⁵ ASA, Fraternità dei Laici, AT, 3372, 52v.

¹⁸⁶ This raises the possibility of a regressive taxation system. A ten *florin* cow could pay a poor man's wages for a year.

paid the *gabella* for this shipment of wheat, amounting to seven and a half *soldi*.¹⁸⁷

Ceccho received additional payments in two installments, one before this harvest and one before the next years planting. The first payment of two *lira* and four *soldi* was to help with the harvest and transportation of its fruits and the second was for an additional laborer, named Andrea da Arcolona. Andrea began recording expectations for the next harvest slightly earlier than the previous year, doing this twice in March, twice in April, once in May, and thrice in June, with a total expected yield of thirty-two *staia*, nearly doubling what he had produced the previous year.

In April, Andrea and Ceccho again sold a bull, their finest, for a handsome price of twenty-one *florins*. In this instance however, Andrea did not record the person who purchased the bull. This time, Ceccho took the price of the *gabella* out of the payment; thus, the ledger recorded the sale as twenty-one *florins* less twelve *soldi*. Two months later, Andrea sold a bull to Meo da Arezzo for the price of eleven *florins*.¹⁸⁸ Unlike all the other cattle sales, Andrea did not note a *gabella* payment for this sale. The ledger kept with Ceccho did not record whether Ceccho made the required delivery of thirty-two *staia* of wheat. The next entry Andrea made occurred in January of 1408, when Ceccho bought back (*recomprare*) a bull and a cow, for the prices of seven *lira* for the bull and eighteen *lira* four *soldi* for the cow. Two years later, Andrea gave Ceccho an ass and a mare, with a payment of two *florins* to care for them. Following this, in October of 1411, he recorded the sale of the mare for the price of three *lira* and fifteen *soldi*, from which

¹⁸⁷ This gabelle totals ninety denarii, which is a rate of five denarii per *staio*. Since Andrea does not include the price at which he sold the grain, the percentage of the tax cannot be determined.

¹⁸⁸ ASA, Fraternità dei Laici, AT, 3372, 53r.

Andrea paid a *gabella* of four *soldi*. The lack of detail in regards to Ceccho's actions during these four years makes understanding the entries the ledger does have very difficult. Since Andrea maintained business ties with Ceccho, one must assume that the wheat, which Andrea expected Ceccho to present, he certainly delivered. As well, buying back (*recompraro*) the cattle meant that either Ceccho had further use for them, or Andrea anticipated their eventual sale. Both of these possibilities imply a future expectation of activity, which Andrea never recorded. If Ceccho continued his partnership with Andrea, then for these six years, he continued to care for the farm and grow wheat as he had the first year. At that rate of production he had the first year, Ceccho would have produced over a hundred *staia* during the time covered in the ledger. However, the second year of the contract, Andrea expected him to produce more, much more in fact (thirty-two *staia*). If this had held, Ceccho would have produced an amount of wheat nearer Guido di Pietro's two hundred *staia* for a similar term on the same farm. However, this did not explain the lack of wine production by Ceccho after Guido ceased working the vineyard or the sudden appearance of multiple cattle sold merely two years after Andrea bought one for Guido to sell.

Each of these three contracts, while different in form, war essentially identical in practice and contained the same elements. The primary focus of each of these was on the production of wheat, which was the basis of consumption during the period and its inclusion in the contract was essential for the welfare of the worker and for the landowner. Andrea di Gherardo Casoli did not provide any of these workers with direct pay relating to their work on the farm in San Leo, thus the income for these workers came

either from selling the grain they produced, or work they might have done outside of their contract.

Andrea gave each of these laborers a loan at the beginning of the contract, sometimes in the form of cash (the Angeli brothers)¹⁸⁹ and sometimes in the form of animals (Guido and Ceccho).¹⁹⁰ Andrea did expect a loan repayment at the end of the contract, either in cash or in kind. As well, Andrea included in the ledger loans of wheat before the harvest, for either seed or sustenance and from time to time, he hired day laborers to bolster the working capacity of the farm during times of need, planting or harvest. The largest investment by Andrea di Gherardo Casoli was the farm in San Leo, the acquisition of which he never mentioned, only his possession of it and the buildings on it. Andrea did not expect the workers to bring any capital into the contract, only that they tend the farm responsibly. For each party, this proved a fruitful relationship, Andrea received a return on his investment, and the workers received a place to live and work as long as the contract remained in effect.

As stated above, the contracts, while different in form, were similar in effect. Since the workers had no tie to the land and the contracts themselves last no more than five years, the contractual structure was not that of the long-term land tenure that had dominated feudal agriculture. While Andrea phrased only the contract with Guido di Pietro in the manner of the *mezzadria*, all of these workers were effectually *mezzadria* workers, since they worked someone else's land with the aid of the property owner's

¹⁸⁹ ASA, Fraternità dei Laici, AT, 3372, 24r.

¹⁹⁰ ASA, Fraternità dei Laici, AT, 3372, 31r, 52r.

capital investment and then split the harvest by halves. For Andrea di Gherardo Casoli, engaging his farm with productive labor was the only way for him to see a return on his investment and the most efficient way to do this was through these *mezzadria* contracts.

Maintenance Labor

While Andrea di Gherardo Casoli employed the above workers consistently from 1395-1411 using five-year contracts to maintain the production of his farm in San Leo, he employed others to perform specific tasks for him. The aim of these tasks, evident in the title of this section, was the maintenance of his holdings. While yielding a steady return on his investment might have been prudent, investing additional capital into his land could improve not only the productive capacity of the farm, but also the marketable value of the land.

By using workers who he could assign specific tasks and were more skilled at those tasks than others, Andrea was able to improve his farm in a more efficient way than simply employing *mezzadria* workers. While *mezzadria* workers were certainly qualified for their planting and harvesting of wheat, their primary task, they were less qualified to handle what was a far more lucrative crop, grapes.¹⁹¹ Andrea apparently had no vineyard large enough to employ a full-time staff for its care; thus, he turned to day laborers and seasonal workers for these specific tasks. When he needed labor to enhance the productive capacity of his *mezzadria* workers, Andrea would again use day laborers, bolstering the efficiency of the farm.

¹⁹¹ Although the existence of a vineyard indicates that he had subsistence agriculture well in hand.

Maintaining and improving a vineyard or any country estate is a labor-intensive project in any period. Andrea di Gherardo used a number of techniques to fill the various needs of running his farm. In the early years of the ledger, he was more prone to micromanage his holdings, hiring labor as he saw fit to perform specific tasks. The bulk of these were day laborers, who Andrea would hire and pay when the need arose and money was available. Later, he would employ a single person to manage the primary piece of land from which he harvested and casked all his wine. While the bulk of the day laborers recorded occur when Andrea began the task of planting the vineyard in the San Leo farm, some earlier laborers are recorded when he takes a payment for wine and then uses it to pay his workers. Shortly after the planting in the San Leo farm, Andrea left the vines to mature for years and thus he had little need for day laborers.

From the payment he received from selling wine of thirty-five *florins* on 23 January 1390, Andrea took twenty-eight *florins*, which he divided into neat categories of purposes.¹⁹² He spent ten *florins* on his garden (*orto*), five on the vineyard, six for vineyard laborers, two on gifts, and one *pro junctis causa ligandi vineas*.¹⁹³ The following June, having been paid again, he sets aside a fourth of the income (nine *lira*) for pruning¹⁹⁴ his vines. That October Andrea had received a large payment, with which he paid for many things, boots, hats, etc. Among this record of purchases, he also listed that he spent two *florins* to have someone sow a bit of wheat, and six for the vineyard that

¹⁹² ASA, Fraternità dei Laici, AT, 3372, 10r.

¹⁹³ For ties used for tying up the vines.

¹⁹⁴ *Occandi*

he bought from Masgietti di Bossi.¹⁹⁵ Following this, he finally mentioned a laborer by name when he devoted a payment he had received, eight *florins*, to pay a worker called Orsino, to work in the vineyard. These meager references were all that Andrea recorded before the planting of the San Leo farm, but it demonstrates the ad hoc nature of his management style in the first few years of the ledger. He recorded little active planning, and was probably late in the payments to his workers, since the payments occurred when he sold a batch of wine.

Planting vines was a labor-intensive process requiring experienced labor working at the correct time of the year. To begin the process, Andrea hired eight different laborers working a total of thirty-eight days to finish the project.¹⁹⁶ He did not list their paternal name, only their first name, the days they worked, the rate of pay and the total amount paid. One worker, Sancti, was presumably the most experienced and perhaps the supervisor, since Andrea paid him twelve *soldi* a day and worked a full seven days. None of the laborers worked more than seven days, leading one to think that the project lasted those seven days, beginning on 14 June 1393. While Sancti was the highest paid of these workers, the lowest paid worker, Angelo earned a paltry eight *soldi* a day for seven days, perhaps because he was far younger than the others were. The other six workers, Pietro, Ceccho, Bartolomeo, Nanne, Antonio and one other named Angelo, Andrea paid eleven *soldi* per day. These rates were not extraordinarily low, and they were in line with the pay

¹⁹⁵ ASA, Fraternità dei Laici, AT, 3372, 11r.

¹⁹⁶ ASA, Fraternità dei Laici, AT, 3372, 5r.

rates for workers in the city of Florence.¹⁹⁷ Since the province of Arezzo had a lower cost of living, these must have been excellent wages, perhaps even too high for manual labor.¹⁹⁸ The total cost of preparing the land and planting new vines was twenty *lira* and eleven *soldi*.¹⁹⁹

After Andrea planted the vines, he employed more people for their continued care.²⁰⁰ In September, he hired a worker by the name of Marcellino to tend to the saplings, for which he paid ten *soldi*. On the 16th of September, he hired Nanne di Petracoli to tie up these vines at the same rate. These are the last references to vine-workers; however, on the same page as the above registers, Andrea employed three workers to harvest olives. The workers Valentino di Bartoli, Donato di Paulo de Calbi and the same Marcellino labored nine days in the months of October, November and December at sixteen *soldi* a day for the very difficult task of harvesting olives. Then, Andrea paid a man by the name of Gherardo twenty-four *soldi* on January 24th to press the harvested olives. While there is no reference to the sale of this olive oil in Andrea's ledger, he could have supplied his household with oil for quite some time with the oil produced. This small reference to olive production demonstrates that Andrea probably

¹⁹⁷ Richard A. Goldthwaite, *The Building of Renaissance Florence: An Economic and Social History*, (Baltimore: Johns Hopkins University Press, 1982), 436. The wages for unskilled labor in Florence in 1390 was 8.5 *soldi* per day and by 1400 had climbed to 10 *soldi* a day.

¹⁹⁸ The higher than expected pay may have been due to the skill of the worker, or the season, which Goldthwaite points out can cause fluctuations in the daily labor rates.

¹⁹⁹ Balestracci, *Renaissance in the Fields*, 75. One of the reasons rural workers rarely planted vineyards was the high initial capital requirements, which most workers could not afford, on top of the five years of waiting for vine maturity.

²⁰⁰ ASA, Fraternità dei Laici, AT, 3372, 5r.

produced a large portion of his household needs via his agricultural holdings, rather than having to purchase them in the market.

The farm in San Leo, in which Andrea recently planted new vines, required still more work to bring it to maturity; thus Andrea contracted Jacopo di Viniano da Montepulciano and his son, Antonio on April 12, 1395, the initiation of which is shown below.²⁰¹

Figure 5. Contract with Jacopo di Viniano da Montepulciano.

Latin Transcription

In nomine domini amen. Anno domini nostri ysu Christi mcccclxxxv die xii menses Aprilis. Locavi ego Andreas condam Gheradri de Casoli civis Aretini meam vineam dal prato Jacopo Viniani de Monte Policiano et Antonio euis filio sub his pactis modis et conductoribus videlicet orum ipse dictum omni boni cholere et laborare ad usum boni laboratoris et dare mihi medietatem omnibus

²⁰¹ ASA, Fraternità dei Laici, AT, 3372, 17r.

fructuu. Et ego debeo mutuare unum Flor. Et quatuor staia. Et ego debeo sibi emere duo milia palorum de quibus debui mihi restituere denarii pro uno nubare. Et predicta omnia sibi mutuandi debui mihi restituere tempore collegendi vendemie predicta omnia facta fuerunt in studio domus mee habuit praesentibus Nicholao Pietro porcelli de Arezzo et Francisco Batii de Monte Polliciano habitatus Arezzo in quarte Sancti Giminani...

English Translation

In the name of the lord amen. The year of our lord Jesus Christ 1395, the 12th of April. I, Andrea of the late Gherardo Casoli citizen of Arezzo lease my vineyard in the meadow to Jacopo de Monte Polliciano and Antonio his son, under this manner of pact and contract ... the same said of all good to cultivate and labor by the use of good labor at to give to me half of all the fruits. And I ought to loan to him one *florin* and four *staia* of grain. In addition, I ought to buy for him two thousand stakes about which I ought to pay for them as one. In addition, all the aforesaid things for him having borrowed I ought to be repaid at the time of the harvest and the casking of all the aforesaid things that were made. In my at my house held present Nicholao di Pietro Porcelli de Arezzo and Francisco di Bato de Montepulciano living in Arezzo the San Giminiano quarter.

In this case, Andrea specifies that he was hiring them to work in his vineyard (*meam vineam dal prato*)²⁰² for a season (April-July). The payment for this labor was a single *florin*, four *staia* of wheat and the payment for two thousand poles as well as half the fruits of their labor. This may seem odd at first, seeing a purchase of *duo milia palorum*, or its more confusing *duo nulia palorum* which was first transcribed from the ledger. However, with the two years since Andrea had planted the vineyard, he had a pressing need to tie up all the new vines. Andrea paid the father and son in two installments in April, one when they made the contract and the other on April 28, of three *lira*, then fifteen *soldi*, and the four *staia* respectively. At this time, Andrea paid an additional one *lira*, seventeen and a half *soldi* for the two thousand poles needed for the

²⁰² Literally, “my vineyard in the meadow”, probably not the one that was recently planted, since the vine would nothave had enough time to mature.

farm. While Jacopo and his son are working that summer, Andrea sent them one *lagena* of the cheaper red wine as a gift²⁰³ and lent them a *staia* and a half of wheat for their labors. The last entry, written without a date, recorded Jacopo delivering four *cognio* of the more expensive white wine. This is the first register of the vineyard producing wine since the replanting and has no corresponding sale of this wine. This wine may have been of a lower quality due to the newness of the vines. The amount Andrea paid these workers was quite small, merely one *florin*, four *staia* of wheat and a barrel of wine. However, these workers would have as well received half of the fruits (*dare mihi medietatem omnibus fructuu*), which would have been a corresponding four *cognio* of wine. With this short-term contract, Andrea was able to have his vines tied up, the vineyard maintained and four *cognio* of wine produced at little cost to himself.

In addition to these maintenance workers, throughout his five-year contracts, Andrea di Gherardo Casoli employed day laborers to augment his *mezzadria* worker's efforts during the planting and harvest seasons. Andrea's accounting of these day laborers did not include overwhelming detail, often neglecting even the worker's name; nevertheless, he never failed to include the amount paid. The entries pertaining to these workers have been mentioned in an above section as they occurred in five-year contracts. While he employed the Angeli brothers, Andrea gave them money to pay other workers for services.²⁰⁴ In April of 1396, he paid six *lira* for weeding and in March of 1397, he paid another two *lira*, ten *soldi* for unnamed labor. While the ledger did not indicate the

²⁰³ "*Quam sibi gratis dedi*"

²⁰⁴ ASA, Fraternità dei Laici, AT, 3372, 24r.

precise intention of these payments, the time of year could indicate that Andrea brought in the workers to prepare the vineyards for their springtime growth of foliage. Andrea, while in contract with Guido di Pietro, increased the payments to day laborers. While in this case, Andrea did include the names of some of the workers (Evicio de Monte Polliciano, Blasio del Orso, Vanno, and Giovanni Tetonicco), he failed to inform the reader of their purpose. The total paid to all the workers came to fourteen *lira*, six *soldi*. While Andrea used the workers employed during the Angeli brother's tenure in early to mid-spring, the entries for these laborers all fall in autumn (August-September). The occurrence at this time, combined with the larger quantity of wine produced by Guido, may indicate that Andrea hired these workers to help harvest and press the grapes grown in San Leo. The final use of a day laborer came from Andrea's entries for Ceccho di Giovanni, who borrowed money (two *lira*) from Andrea to pay a man, named Andrea da Arcolona to help transport goods to market.²⁰⁵

Andrea di Gherardo Casoli used many different workers to fill the gap between the capacity of his five-year workers and the profitable aims he had for his investments. In the earlier part of his ledger, 1389-1395, he employed and used labor in an ad hoc pattern, commissioning labor when it fit his needs and paying when cash was available. It was not until he began planting the new vineyard that Andrea organized a number of workers to a very specific purpose. Following this, he continued to use day labor to attend to the operation of the farm. Not until the transition to five-year contracts did Andrea fully organize his activities through delegation of the responsibility of the whole

²⁰⁵ ASA, Fraternità dei Laici, AT, 3372, 53r.

farm by a single contract. Even as he engaged in the first of these five-year contracts, Andrea adds another, targeting the vineyard aspect of the farm, employing Jacopo di Viniano and his son to tie up the vines, harvest the grapes and produce wine while the Angeli focused on the wheat production of the same farm. As the five-year contracts continued, Andrea added to the labor capacity of the contracted workers by hiring day laborers during peak season. This maintenance, not only of the physical grounds through the planting of a new vineyard, but by assisting his contracted workers led to a more productive, and most importantly, a more profitable commercial venture.

Rental Contracts

Some of the best examples of Andrea di Gherardo Casoli's commercial diversity come from rental contracts. Since diversity in commercial activity characterizes Andrea's ledger, constructing categories around each activity he engages in has its own difficulties. This category, the broadest of all in this chapter includes contracts ranging from the simplest of agricultural leases to the letting of a house owned by Andrea. These contracts are rentals, in that they involve payments for the use of something without a change of ownership, but the object of the rentals ranged from urban dwellings to farm animals, hardly a homogenous category, but one that exceptionally demonstrates the nature of investment and return pursued by Andrea di Gherardo Casoli. Other rentals, not included in this section, have been addressed in their own right, such as the five-year labor contracts Andrea had with the Angeli, Guido and Ceccho.

This section aims to demonstrate primarily the different forms and content that could be contained in a rental contract. The rental contract was, and remains, an effective

instrument for generating a profit off real property and an effectual return on capital investment. For Andrea, renting represented a means of generating income from capital he could not himself profit from through his own use. In other words, property mentioned in this section, small plots of land miles away, animals and houses that Andrea did not directly use would be useless to him, except for their salable value unless rented. Thus, renting these things generated a return on their value, prompting him to invest further and to increase his family's wealth.

The earliest labor contract recorded in the ledger was between Andrea and two brothers, Nanne and Nicholao di Pietracollo de Arezzo on November 1389.²⁰⁶ This contract contained only one of the elements that Andrea granted in the five-year contracts, to split in half the product of the farm. Below, one can see the text Andrea used in the initiation of this contract. This was not the same farm in San Leo that the Angeli, Guido and Ceccho would later work, but rather, a location in Campraria, roughly twenty miles to the north of Arezzo.²⁰⁷ This entry was one of the few instances in which Andrea attempted to fix the location of the land worked in the ledger. Additionally, this in only time he actually mentioned the size of the land worked, nine *stioro*.²⁰⁸

²⁰⁶ ASA, Fraternità dei Laici, AT, 3372, 6r.

²⁰⁷ This may not actually be in Campraria, a small village, since *campraria* has been used to describe the region around Arezzo, the area between the *contado* and the city. Thus, this may actually be the farm near San Leo, which itself is just outside the city.

²⁰⁸ Ronald Zupko, *Italian Weights and Measures: From the Middle Ages to the Nineteenth Century*, (Philadelphia: American Philosophical Society, 1981), 281. Stioro: "An area measurement for land in Tuscany" 5.250 acres at Florence, though 17.031 acres at Arezzo and 12.661 acres at Pistoia.

Anno Domini mcccclxxxix de mense Novembri
 Locavi ego Andreas Nanni Petracoli de Arezzo et Nicholao eius fratri unum
 petium terre nove staria ad tabula positus infra camprarias civitatis Aretii in
 loco dicto gattolino iuxta viam ad vobis partibus rem Vannucii carnificis rem
 Angeli de civisella et mal fines quod potium terrae promisit bonum laborare et
 colere ad usum boni laboratus et fossata mictere et seminare omnibus suis
 supertibus et expenses et tradere et exhibere medietatem omnium fructuum
 recolligendorum quolibet anno.

Figure 6. Contract with Nanne and Nicholao di Pietracollo da Arezzo.

Latin Transcription

Anno Domini mcccclxxxix de mense Novembre

Locavi ego Andrea Nanni Petracoli de Arezzo et Nicholao euis fratri unum
 petium terrae novem staria ad tabula positus infra camprarias civitatis Aretii in
 loco dicto gattolino iuxta viam ad vobis partibus rem Vannucii carnificis rem
 Angeli de civisella et mal fines quod potium terrae promisit bonum laborare et
 colere ad usum boni laboratus et fossata mictere et seminare omnibus suis
 supertibus et expenses et tradere et exhibere medietatem omnium fructuum
 recolligendorum quolibet anno.

English Translation

1389 AD of the month of November

I, Andrea lease to Nanni Petracoli de Arezzo and his brother, Nicholao one plot of
 land of nine stioro at the front of the plains in the Campraria of Arezzo in the said
 (gattolino) place next to the road to your parts, the place of Vannucio the butcher,
 the place of Angelo de *civisella* and the end of the valley that the plot of land he is
 permitted to work well, to cultivate through the use of good labor and to plow
 furrows (irrigation) and plant everything of it throughout and to weigh out and to
 surrender and to show half of all the fruit that were collected each year.

While Aretine land prices for this period have not been compiled, David Herlihy,
 when examining the agricultural economy of Pistoia using 2,271 records of sale for the
 years 1376-1400 arrives at the average price for agricultural land as 32.5 *lira*, or roughly

eight *florins* per *stioro*.²⁰⁹ At this price, the land Andrea rented to the Petracoli is worth seventy-two *florins*. During the same period, Herlihy points out that the median rent on a *stioro* of land was one and half *staia* per *stioro*.²¹⁰ At this rate, the Petracoli would have yielded thirteen and a half *staia* each year on their nine *stioro*.

The distance from the farm to Andrea's inhabitation in Arezzo would have been at least a day's journey, which would largely explain how uninvolved this contract must have been for Andrea. The absence of additional capital, in the form of livestock grants may result from the distance and difficulty Andrea would have in maintaining a careful watch over his investment. While at this time Andrea did not record the yields and deliveries from this farm, its occurrence so closely preceding the sizable and highly profitable wine sales in the years from 1390-92 indicates that this farm could have produced that wine. In addition, if Nanne and Nicholao were indeed splitting the wine harvest with Andrea, then the money made off the wine would have more than compensated for the lower direct pay given by Andrea. Over the course of this two year contract, Andrea continued the practice of offering supporting benefits, exclusively cash in this case, which he had with the five-year contracts. He gave these two brothers money six times. Twice he lent them money for wheat, at one of the highest rates found in the ledger, forty *soldi per staio*.²¹¹ Both of these are at the end of the register, 3 November 1390 and 6 July 1391 and total seven *lira* and ten *soldi*, the high prices fetched at this time reflect those found by Goldthwaite and

²⁰⁹ Herlihy, Pistoia, 130.

²¹⁰ Herlihy, Pistoia, 134.

²¹¹ ASA, Fraternità dei Laici, AT, 3372, 6r.

de la Roncière for these years in Florence, when a spike in prices corresponded to the resurgent plague of 1389-90.²¹² The other four entries provide the best proof of these two brothers being involved in Andrea's wine business, for each entry specified that the sums were to be used to hire day-laborers for plowing ditches (as irrigation).²¹³ These entries totaled to sixteen *lira* and sixteen *soldi* with which the two brothers were able to maximize their efforts during the most labor-intensive part of the agriculture, harvesting and processing. In the last of the entries for this contract Andrea marked down that these men had satisfied the terms of the contract, thus the sums of money that he had called loans he completely cancelled.²¹⁴ Nanne di Pietracollo appeared one more time, when, after the replanting, Andrea hired him for a day to tie up the new vines and paid him nine *soldi*.

Not all Andrea's contracts related so directly to the wine business and the workings of his large farms in San Leo or Campraria. While in the middle of the contract with the brothers Petracoli, the year 1390, Andrea leased a small plot of land far to the south of Arezzo, very close to the town of Cortona, near a village called Cignano.²¹⁵ The lessee is a man from Cignano, named Dominicho di Finico who worked this land and

²¹² R.A. Goldthwaite, "I prezzi del grano a Firenze dal XIV al XVI secolo", in 'Quaderni storici', 28, 1975, Charles de La Roncière, *Prix et salaires à Florence au XIVe siècle (1280-1380)* (Rome: Ecole Française de Rome, 1982) and G. Pinto, "Il personale, le balie e i salariati salariati dell'ospedale di San Gallo di Firenze (1395-1406)", in *Id.*, *Toscana medievale. Paesaggi e realtà sociali* (Firenze: Le Lettere, 1993), p. 140.

²¹³ This is listed as: "*pro una opera ad mictendum follatum*"

²¹⁴ *Quia mihi ab eis fuit debite satisfactum immo cancellavi*. Cancelled or repaid.

²¹⁵ ASA, Fraternità dei Laici, AT, 3372, 9r.

paid Andrea five *lira* per year for a period of three years.²¹⁶ Andrea did not indicate where he acquired this parcel, but its distance from Arezzo obviated a steady delivery of goods from this farm, making it nearly useless for Andrea's business ventures. One can say little for this worker except that he paid his bill (*affictum*) typically on time; the contract started on October 18, 1400 and he paid then, on November 9, 1401 and November 1, 1402, each time the full five *lira*. Below is the entire entry for Dominicho.²¹⁷

²¹⁶ This is an excellent example of a fixed rent contract and contrasts to the *mezzadria* contracts used predominantly by Andrea.

²¹⁷ ASA, Fraternità dei Laici, AT, 3372, 9r.

Anno dñi mcccxxxix die xviii mensis octobris
 Hui ego Andreas condam Gherardi de Casoli Aretini civis a Dominico Finucii de Cignano valim allagnori laboratore et qui dominatus tenuit tentum atque
 conduxi ad laborerium quamdam petiam terrae positam in civita cignani predicta
 iuxta suos confines (supertantem) ad me et me potes mios pro quinque libra
 denarii quolibet anno libra quique denarii quos mihi dedit et solvit in grossi in studio
 meo et temporis retroactis quolibet anno usque in praesentem diem semper
 solvit et debite satisfecit sic confiteor habuisse et ab eo recepisse
 Anno dñi mcccxxxix die viii mensis Novembris
 Recepi ego Andreas a dicto Dominico solvendo pro dicto anno quod mihi solvit
 et numeravit in grosso et quattrenis in sala dictum se debam ad tabulam libra
 quinque denarii
 Anno dñi mcccxxxix die primo mensis Novembris
 Hui recepi ego Andreas a dicto Dominico solvere pro dicto
 anno et passum fuisse tre quos mihi dedit et numeravit
 in studio meo prore como nome famule dñey por
 ar libi quique denarii de quibus fuit dedit plus ad rem

Figure 7. Contract with Dominicho di Finico de Cignano.

Latin Transcription

Anno Domini mcccxxxx Dei xviii menses Octobre

Habui ego Andreas condam Gherardi de Casoli Aretini civis a Dominico Finucii de Cignano valim allagnori laboratore et qui dominatus tenuit tentum atque conduxi ad laborerium quamdam petiam terrae positam in civita cignani predicta iuxta suos confines (supertantem) ad me et me potes mios pro quinque libra denarii quolibet anno libra quique denarii quos mihi dedit et solvit in grossi in studio meo et temporis retroactis quolibet anno usque in praesentem diem semper solvit et debite satisfecit sic confiteor habuisse et ab eo recepisse.

Anno domini mcccxxxxi die viii Menses Novembre

Recepi ego Andrea a dicto Dominico solvendo pro dicto anno quod mihi solvit et numeravit in grosso et quattrenis in sala dictum se debam ad tabulam libra quinque denarii

Anno domini mclxxxxii die primo menses Novembris
Habui et recepi ego Andreas a dicto Dominicho solvente pro dicto anno et pro
affictu super se terrae quos mihi dedit et numeravit in studio meo praesente
Cemme nomine famulo dominorum priorum Arezzo libra quinque denarii.

English Translation

1390 AD, 18th day of the month of October.

I, Andrea of the late Gherardo Casoli, citizen of Arezzo held Dominicho di
Finucio de Cignano (valim allagnori) laborer et whose mastery holds the holding
and contracting to the laboring of former plot of land located in the said city of
Cignano next its confines (supertantem) at me and my property for five *lira* each
year, five *lira* which he gave and paid to me in gross in my office at the time
retroactive to each year up to the present day he always pays and satisfies the
debt thus, I acknowledge it was held and from him received.

1391 AD, 8th day of the month of November

I, Andrea received from the said Dominicho having paid for the said year which
he paid and accounted to me in gross and a fourth in salt the said man owed at the
table five *lira*.

1392 AD, 1st of the month of November

I, Andrea held a received from the said Dominicho paying for the said year and
for his rent over his land, which he gave and enumerated, to me in my office in
the presence of Cemme named a servant of the lord priors of Arezzo, five *lira*.

As one can see from the brevity of the first entry and the abruptness of the
following, the amount of detail Andrea devoted to this contract was relative to the
amount of rent he received from Dominicho. As well, Cignano is more than twenty-five
miles south of Arezzo, comparable oversight. The phasing used here was a bit different:
“temporis retroactis quolibet anno usque in praesentem diem semper solvit et debite
satisfecit.”²¹⁸ By referencing a previous time, the ledger left room for the lease to have
existed before Andrea began recording it or before he purchased the land.

The same year as Jacopo and the brothers Angelo, 1395, Andrea entered a
sharecropping contract like those in Campraria and Cignano with Christofano di Colcello

²¹⁸ Above this is translated, “at the time retroactive to each year up to the present day he always
pays and satisfies the debt” A better way of understanding this is that the lease had actually existed before
the time of writing this contract and he (Dominicho) has been a faithful payer of his rent.

de Staggiano, to work a plot of land in Staggiano beginning on September 14, 1395.²¹⁹ Andrea had recently purchased this plot of land, the cost of which is unknown, from Francisco called Fresco from Chorole. This practice of an urbanite purchasing land was quite common in Renaissance Tuscany. The reason behind it was that, beyond the investment opportunity, the acquisition and ownership of land resulted from an emulation of the aristocracy.²²⁰ Andrea fixed the lease for this land at eight *staia* for the first year with half of the fruits²²¹ from it for all subsequent years. Andrea unfortunately did not record the delivery of the lease payment, but he did follow this lease with another arranged with Christofano as can be seen below.

²¹⁹ ASA, Fraternità dei Laici, AT, 3372, 18r.

²²⁰ Origo, *Merchant of Prato*, 264-279.

²²¹ “*ad medietatem fructus*” This is the phrase that makes a contract a *mezzadria*, literally meaning a lease established at the rent of half the produce.

Figure 8. Contract with Christofano di Colcello de Staggiano.

Latin Tanscription

In nomine domini amen. Domini ad incarnatione euisdem mcccclxxxv die xiiii menses Settembre

Lochavi ego Andreas condam Gherardi de Casoli Christofano Colcelli de Staggiano meam petiam terrae da Staggiano quam emi a Francischo vocem el Frescho da Chorole pro uno anno proxime venti in quo die ibi facere quantum ad afflictum pro viii stariis grani in dicto anno et ad medietatem fructus viteum circum circa existentium. Et pro aliis annis subsequendibus quintibus ad mediatatem fructuum praesentibus Vannoze Massari et Fracischo Carduci orto de Arezzo.

Item die viii menses Januarii locavi dicto Christofano petiam terrae quam emi a Petro Bianchi de Mughiano ... vendulo de Arezzo ad Medietatem omnibus fructuum bladi vitium et allorum in ea existentia.

English Translation

In the name of the lord, amen. Of the lord from his incarnation 14 September 1395.

I, Andrea di Gherardo Casoli lease my plot of land to Christofano di Colcello da Staggiano which I had bought from Francisco called el Fresco da Chorole for one, upcoming year on which day there to make “guatum” at the rent of eight *staia* of grain in the said year and at half of the fruits of around the vine and around the farm. And for the other five subsequent years at half of all fruits. In the presence of Vannozo di Massaro and Francisco di Carduco, gardener of Arezzo.

Likewise, 8 January I leased the said Christofano a plot of land which I had bought from Pietro di Bianco da Mughiano shopkeeper of Arezzo at half of all fruits, grain wine and other things in this farm.

In January, Andrea purchased another plot of land, this time from Pietro di Bianco da Mughiano; Mughiano is just outside of Arezzo and near Staggiano. He leased the land to Christofano with similar terms, which was that Christofano would surrender half of all the fruits of the land. This was of course, in violation of Florentine statutes, which dictate that any wine production was the sole provenance of the proprietor.²²² This was the only reference of Andrea actively buying up land; however, it does not preclude purchases at other times. This lease, like the others at Campraria and Cignano, was for a small plot of land,²²³ of which these one or two plots would be among many that a farmer such as Christofano would work as a sharecropper or *mezzadria* worker.²²⁴

²²² *De Laboratorem Tractatu et Materia*. Rubric 16

²²³ Probably 2-3 *stioro* because of the small expected yield from the farm. Comparing the expected eight *staia* to the 40 *staia* produced on average by the Angeli and Guido di Pietro demonstrates the relative size of the farm and explains the ability of Christofano to assume another lease for another plot of land.

²²⁴ P.J. Jones, “From Manor to Mezzadria” in William J. Connell and Andrea Zorzi eds., *Florentine Tuscany: Structures and Practices of Power* (Cambridge, UK: Cambridge University Press, 2000) briefly discusses this smaller contract. For detailed examples of this occurrence, see Balestraccia, *Renaissance in the Fields*.

All the labor contracts entered into by Andrea involved commodities, the production and sale of wine or the cultivation of wheat, except for one. This one, interesting for its unusual nature, Andrea initiated on the 15 September 1398 with Valentino di Bartoluci da Calbi.²²⁵ The structure of the contract was not that of the sharecropping lease, *locavi ego Andreas...*, but rather the more formalized partnership *dedi et concessi in soccidam*²²⁶. This was the same style Andrea used when he hired people to deliver wood to his house, which this study will shortly examine. The objects of this contract were six young ponies of mixed gender and either a suckling pig or a calf-less milk cow.²²⁷ This contract continued until April 3, 1400, when Andrea noted that Valentino had fulfilled the concord.

²²⁵ ASA, Fraternità dei Laici, AT, 3372, 23v.

²²⁶ Balestraccia, *Renaissance in the Fields*, 79. Balestraccia examines these leased livestock contracts in a moderate detail. Herlihy, *Pistoia*, shows the profitability of livestock leases at 11-12 percent annual profitability.

²²⁷ This is difficult to decipher, the text says “*unam succulam et sine troram*”. *Succulam* itself can mean a suckling, often referring to a pig, but it can mean any animal. However, the *troram* means a farrow, or litter, or offspring. Thus, something being without offspring could mean that the animal had offspring and still lactates, or suckles.

In nomine domini amen Anno domini m^{cc}clxxxviii die xv menses Settembre
 Dedi et Concessi in socidam ad me dictatem lucri et dampni Valentino Bartoluci de Calbi
 una succulam et sine troram cum sex mannarinis tribus ma
 schulis et tribus feminis extimationis novem lib. cum dimi
 dio prout tunc emi a Nanne uxor poltraccio de sanctis florenti.
 Item habuit ame dictus Valentino die vii menses decembre
 seldos xviii denari causa mutui quos sibi numeravit
 tradidit Nanna uxor mea — s. xviii
 Item habuit ame dictus Valentino in socidam die xxvi
 menses decembre dicti anni unum asellum in socidam
 ad medietatem lucri et dampni valorem et extimatus
 quattuor florens auri praesentibus paulo Bartolomei ser angelo do
 nati et Jacopo Bianchi molendario de la botte — flor. iiii auri
 Item habuit ame dictus Valentino de gabiani xv
 menses febr. causa mutui. s. decem denari — s. x denari.
 Quia nuna me sumus in socidam die sabbati
 unius aprilis anni. presentibus Emerico angeli
 et Nanne ligari de calbi. io cancellum

Figure 9. Contract with Valentino di Bartoluci da Calbi.

Latin Transcription

In nomine domini amen. Anno Domini m^{cc}clxxxviii die xv menses Settembre Dedi et Concessi in soccidam ad me dictatem lucri et dampni Valentino Bartoluci de Calbi unam succulam et sine troram cum sex mannarinis tribus maschulis et tribus feminis extimationis novem libra cum dimidio prout tunc emi a Nanne uxorem Poltraccio de Sanctis Florento

Item habuit ame dictus Valentino die vii menses decembre seldos xviii denarii causa mutui quos sibi numeravit tradidit nanna uxor mea – S. xviii

Item habuit ame dictus Valentino in soccidam die xxvi menses Decembre dicti anni unum asellum in soccidam ad medietatem lucri et dampni valorem et extimatus quattuor florens auri praesentibus Paulo Bartolomei Ser Angelo Donati et Jacopo Bianchi molendario de la botte – Fl. iiii auri

Item habuit ame dictus Valentino die sabbati xv menses ferbruari causa mutui soldi decem denarii – S. x

Quia visa meam fuimus in concordia die Sabbati iii menses Aprilis mcccc Praesentibus Ceccho Angeli et Nanne Lazari de Calbi immo cancellavi

English Translation

In the name of the lord amen. 15 September 1398 AD.

I gave and conceded in a partnership at my dictation of the rewards and risks with Valentino Bartoluci da Calbi a suckling pig without a farrow and with six ponies, three male, three female estimated at nine and a half *lira* that I had then bought from Nanne called Poltraccio de San Fiorino.

Likewise, the said Valentino is held by me the seventh of December eighteen *soldi* as a loan, which my wife, Nanna, counted and gave him. – S. 18

Likewise, the said Valentino is held in partnership on the 26th of December of the said year one donkey in partnership at half of the reward and strong risk and estimated at four *florins* of gold in the presence of Paulo di Bartolomeo, Sir Angelo di Donato, and Jacopo di Bianco a miller. – Fl. 4

Likewise, the said Valentino is held by me Saturday, the 15th of February for the cause I lent ten *soldi*. – S. 10

Which I having seen that we were in a partnership, Saturday, 3rd of April, 1400, in the presence of Ceccho Angeli and Nanne Lazari da Calbi therefore I cancelled.

The contract provided an assessment of the animal's value, at nine and a half *lira*.

This was a regular occurrence when animals are involved and placed in the care of another since the granting partner would assert a claim based on the value of the animals if there were misconduct in the part of the receiving partner. The following December, Valentino requested a loan of eighteen *soldi*, which Andrea's wife freely gave him. Shortly after this, Valentino and Andrea entered another of these contracts, this time for a donkey, at an estimated value of four *florins*. One more entry appeared in this register for Valentino's work, a loan of ten *soldi*. While the ledger did not specifically denote the work Valentino did, the youth of the horses and the length of the contract, which was nearly three years, imply that there was some profit tendered to Andrea. Andrea did not record any such profit from this relationship, which is unusual; however, the contract

stipulated that both parties received half of the profits and losses for the animals (*ad medietatem lucri et dampni*). The two loans Andrea made to Valentino upon request that exceeded the parameters of the contract demonstrate the leverage a contract holder could exert. When Valentino had fulfilled the contract, and the animals returned, Andrea cancelled the contract and the loans, presumably paid in full.

The following two contracts, as with the rest of this chapter, concern Andrea's urban enterprises. These two rental contracts were of a more familiar type, regarding the letting of domiciles to people living in the city of Arezzo. The two contracts signified two things, that Andrea owned real estate in the city other than his own house and, like his rural ventures, Andrea took his available physical capital and used it to create added wealth. Andrea did not reference the purchase of the home, so one must assume that this property had been in his possession for some amount of time.

Below is the first of these, written in 1395, and terminating in 1401, in which a notary, Ser Dominicho Gerozi, agreed to a lease of ten *lira* for an indeterminate time for Andrea's house in Arezzo.²²⁸ In the fifth year of the contract, the leaseholder, Dominicho, dies during the festival of St. Thomas the Apostle, leaving the lease and the balance of the payments to his wife, Caterina.

²²⁸ ASA, Fraternità dei Laici, AT, 3372, 108v.

In dei nomine Amen Anno dñi nri yhu xpi
 ab incarnatione mcccxxxv die quinta
 mensis Julij. locum et titulus et causa
 latoris et cessi. fr dominico gerozi not
 de are nri domini pñm i anglo pñm
 nri vñm pñm an et nro. et nri domini
 finasteri sermoch apte i ferici. et nri mci
 andree de castal latoris apte supior. pro
 saluo pñone et sine mcede decem lib
 deni p ano quilibet quo habitur i ea. in pñd
 et calendi et nri pñm pñm
 hui ego andreas pñm adco fr dominico
 de et pñone pñone de domus computa
 tis omib dñis et solutorib m dñis et solutorib
 pñm factis usq in pñm diem tñm mci dñi
 et nri. i quidie pñm et nri ad nri
 calculu rñs floios aui gñs — floios

Item hui pñm mci de fr dominico ad nri ca
 tina eius qdam pñm dñi mci dñi
 xxj mci decembris i quidie fuit festu scti romi
 apostoli pñm dñi pñm libi scti dñi bñ et nri
 floios et residu usq i dñm sumi et quattuor et
 pñm sit pñm pñm solue residu tñm dñi pñm
 pñm pñm usq i pñm diem et solue i tñm
 pñm dñm rñm — libi

Item hui ad nri dñi dñm pñm pñm
 ne dñm aui pñm dñm hñe xxj mci
 nri libi dñm dñm quas pñm solue pñm
 et nri. filius marthov gñs i dñm dñm
 dñm pñm aui dñm dñm floios et nri
 solue i dñm

Figure 10. Contract with Ser Dominicho Gerozi.

Latin Transcription

In dei nomine Amen. Domini nostri yhu xpi ab incarnatione mcccxxxv die quinta menses Julii

Locavi et titulo et ex causa locatoris concessi Ser Dominicho Gerozi notus de Arezzo meum domum posita in Angelo parinorum iuxta viam publicam ante et retro et iuxta Domum Fracisci Setaioli aparte inferiore et rem mei Andree de Casoli locatoris aparte superiori pro salario pensione et suie mercede decem libra denarii pro anno quolibet quo habitabit in ea incipiendo in calendis Agusti proxime futuri.

Habui ego Andrea predictus adicto ser Dominicho de et pro parte pensionis dicte dumus computatis omnibus denariis mihi datis et solutionibus per eum factis usque in praesente diem terminum menses Aprilis mcccc in qua die posium et fecum ad inlucem calculum rationis floeos auri quinque.

Item habui post mortem dicti Ser Dominichi a Domina Caterina eius uxore anno domini mcccc die xxi menses Decembre in qua fuit festum sancti Tome apostoli pro parte dictio pensio libra sex denarii .. in uno florum residium usque in dictam summam in quatenis et promisit quo titulo poterit solvere residium totius dicte pensio pro tempore praeterito usque in predictem diem. Et solvere in futere .. dictam rationem.

Item habui a dicta domina Caterina pro dicta pensione anno mcccc primo die lune xxvi menses maii libra decem quas pro ea solvit Paulii Coltrariis filius Matheii cum usa domo habitus dominorum priorum civitatis arezzo in uno fiorini et grossi.

Solvit immo cancellavi

English Translation

In the name of God amen. The year of our lord Jesus Christ from his incarnation 5 July 1395.

I leased and entitled and for cause of leasing conceded to Sir Dominicho di Gerozi notary of Arezzo my house in Angelo next to the public road in front and back and next the house of Francisco Setaioli below this part and above my, the leaser's part for the salary, rent and his wage ten *lira* per each year which he lives in it beginning on the calends of the upcoming August.

I, Andrea hold the aforesaid to the said Dominicho about and for the part of the said rent of the house computed for all things of money given to me and by the payments made by him up to the present day the end of the month of April 1400 in which day was stated and made at the calculated amount of five *florins*.

Likewise, I held after the death of the said Sir Dominicho by the lady Caterina his wife the year of the lord, 21 December 1400 in which was the festival of St.

Thomas the apostle for the said part of the rent, six *lira*, in one *florin* remaining up to the said whole in fourths and permitted what the title was able to pay remaining of the whole of the said rent for the past time up to the present day.

And paid in the future at the said rate.

Likewise I held to the said lady Caterina for the said rent 1401, the 26th of June ten *lira* which for her Paulo Contrariis son of Mattheo with the use of the house living of the lord priors of the city of Arezzo in one *florin* and silver.

It was paid therefore I cancelled.

The entries included here comprise the entirety recorded for this contract. A blatant error seems to appear in the account; the original contract stipulated a rent of ten *lira* per year, beginning on 1 August 1395, and Andrea did not record Dominicho as having paid until 3 April 1400. At this time, he paid five *florins*, which was roughly twenty *lira*, far short of the expected fifty that he should have paid after five years. However, a more careful reading of the second entry indicates that these five *florins* were a payment bringing his account current. Thus, during the time from the inception of the contract to that point in 1400, Dominicho must have paid his rent from time to time, and fallen two years behind on his payments. Three-fourths of a year later, Dominicho died, leaving the rent behind for his wife to pay. At this point, Andrea accepted six *lira* as payment, but included that she was one *florin* in arrears. The following year, in June, Andrea terminated the contract when Pauli di Mattheo, *coltrario*, paid the full balance of ten *lira* for Caterina. The phrasing used in this payment is not completely coherent; either Pauli paid this amount on behalf of the Priors of Arezzo, or he was somehow connected to the Priors and he was assuming the lease for Caterina.

Andrea recorded no other rentals between the termination of the previous contract in 1401 and the initiation of the following in 1407. Presumably, Pauli di Mattheo who had paid off the balance of the previous contract occupied the house. Nonetheless, Andrea began the following contract with Donato di Giovanni, a wool merchant on 22 February 1407.²²⁹

²²⁹ ASA, Fraternità dei Laici, AT, 3372, 57v.

Anno dñi nři yhu x̄ ab incarnatōe eiusde
 mcccvii die xxii mēss febr̄.
 Locavi ego andreas gdam de casol' donato joh̄
 lanario de arezzo meā domū positā al cantone de ipsū
 . s. pte superiore iuxta heredes dñi joh̄ viā aduātū p
 tibi et me locatore apte inferiori. ad pensionē p
 bus annis proxime venturis quam promisi pro dicto tpe nō tollē
 si defendere dē. Et ipse donatus conductor promisi pro me tenere habitare et
 possidere et dare quolibet anno pro pensione dicto domus florin tres auri.
 Solvendo pensione de sex menses in sex menses prout tangit pro rata in fine
 temporis restituere et cetera. Instrum locatus feci ser Julianus ser Nicholai notus.

Figure 11. Contract with Donato di Giovanni.

Latin Transcription

Anno domini nostri ysu Cristi ab incarnatione eiusdem mcccvii die xxii menses Februari

Locavi ego Andreas condam de Casoli Donato Johannis lanario de Arezzo meam domum posita al cantone de ipsium S partem superiorem iuxta heredes domini Johannes viam ad vobus partibus et me locatore aparte inferiori. Ad pensionem pro tribus annis proxime venturus quam promisi pro dicto tempore non tollere sed defendere et cetera. Et ipse Donatus conductor promisi pro me tenere habitare et possidere et dare quolibet anno pro pensione dicto domus florin tres auri. Solvendo pensione de sex menses in sex menses prout tangit pro rata in fine temporis restituere et cetera. Instrum locatus feci ser Julian ser Nicholai notus.

English Translation

The year of our lord, Jesus Christ, from his incarnation 22 February 1407.

I, Andrea of the late (Gherardo) Casoli lease to Donato di Giovanni a wool merchant of Arezzo my house, located in the canton of the same one side situated above next to the heirs of lord Giovanni to your side and below me the leaser. At rent for next and future three years the move-in, which I permitted for the said time to support and defend et cetera. And the same Donato the renter I permitted not to own but to inhabit and to possess etc. and to give each year for the payment three florins of gold. By paying rent from six months just as in six months, he affects to restore in proportion at the end of term etc. The instrument of the lease was made by Giuliano the notary, son of Nicholai the notary.

In this contract, Andrea limited the term of the lease to three years and increased the cost of the rent to three *florins* (12 *lira*). Andrea had no more entries other than the contract included here. This might be due to the ending of the ledger, which tends to trail off from this point onward in all aspects. While entries regarding the payment of rent by Donato are not included, one can observe the contract's more formalized style, presumably a result of a notary, Giuliano, having written the contract and not by Andrea himself. The social status of both renters gives some indication of the quality of the house. The first lease was to a notary, who would be, while not the wealthiest man in the Arezzo, an upstanding member of the community. This contract was for a wool merchant, who could certainly become one of the wealthier citizens of Arezzo. Andrea's son Antonio (once grown) would later be a wool merchant and, as of 1427, had an estimated wealth of 956 *florins*.²³⁰ Donato was not as wealthy as this, since he rented a house instead of purchasing, but he was certainly solvent enough to pay a rent of three *florins*.

²³⁰ *Online Catasto of 1427*. Version 1.3. Edited by David Herlihy, Christiane Klapisch-Zuber, R. Burr Litchfield and Anthony Molho. [Machine readable data file based on D. Herlihy and C. Klapisch-Zuber, *Census and Property Survey of Florentine Domains in the Province of Tuscany, 1427-1480*.] Florentine Renaissance Resources/STG: Brown University, Providence, R.I., 2002.

Name of Contract Holder	Date Contract Initiated	Annual Rent (Total Rent)
Nanne and Nicholao di Pietracollo	November, 1389	13.5 <i>staia</i> ²³¹
Dominicho di Finico	October, 1390	5 <i>lira</i> (15 <i>lira</i>)
Christofano di Colcello of Staggiano	September 1395	8 <i>staia</i> ²³²
Valentino di Bartoluci da Calbi	September, 1398	Unknown (livestock partnership) ²³³
Ser Dominicho Gerozi	August, 1395	Ten <i>lira</i> (Sixty <i>lira</i>) ²³⁴
Donato di Giovanni	February, 1407	3 <i>florins</i> (9 <i>florins</i>)

Table 5. Rental Contracts.

All these contracts were low-yield, yet their volume added to the overall development and cultivation of wealth that typified Andrea's ventures.²³⁵ The diversity of these contracts demonstrates the means Andrea had at his disposal for the acquisition of wealth and the steps he took to pursue its maintenance. Estimating the volume of income Andrea drew from these diverse contracts is difficult, since he failed to register the income consistently. In addition, even if one calculated the amount of money Andrea made per year on these contracts, the generally nonexistent term limits would constrain an estimate of the profit off each contract. As can be seen above, if each of these

²³¹ This was also during a time when wheat was at its highest price, recorded in this entry at 40 *soldi* per *staia*.

²³² Eight *staia* only for the first year, then half the harvest, which was probably more than the original eight. This difference between the first year's expectations is mirrored in Andrea's contract with Ceccho di Giovanni, which lists a higher second-year expected harvest.

²³³ There is no information about the returns Andrea received from this contract, and estimating what the return on animals is futile without better information.

²³⁴ While the entries do not record every payment, the term of the contract is known, and the contract considered fulfilled, which generates the total amount paid by the renters.

²³⁵ These contracts come from: ASA, Fraternità dei Laici, AT, 3372, 6r, 9r, 18r, 108v and 57v.

contracts were to continue for an extended period, five to ten years, then the profit made off the whole would be substantial. With the three contracts with a known term, the total is twenty-eight *florins*, not a large amount, but certainly more than could be made from unused property.

Commodity-Specific Contracts

The final category of Andrea di Gherardo Casoli's commercial ventures contains contracts relating specifically to commodities. Where other contracts dealt predominantly with real property and people renting the land through contract and labor, this set of contracts focus solely on either wood or wine. This section sharply divides between the two commodities, the first part being the retail sale of wine, presumably produced through Andrea's farm through other contracts or his own labor, and the second being the extraction and delivery of wood from rural lands to Andrea's house in Arezzo. While both focused on commodities, they could not be more different. The contracts for wine sales represent the end of a multi-tiered production and distribution system, where a property owner employed one group of people to produce the wine, with the aid of additional workers at the owner's discretion. Then, the property owner agrees on a price and has another group of people who sell the wine to the final recipient in the market. The wood contracts, on the other hand, have only the simple partnership between Andrea and another group of people, with the grant of a donkey to aid in the transport. The contrasting levels of complexity of these two systems excellently demonstrate the diversity and flexibility, not only of the Tuscan agricultural economy, but also the lawyer by profession, Andrea di Gherardo Casoli.

Andrea first began registering wine sales on the last day of December, in the year 1390. He sold his wine on this date to Donato di Goracio, called a *tabernario* and *vinacterio*, and continued selling, at random intervals until the last entry on the 20 June 1392. Below, one can see the initiation of these sales.²³⁶ In the first entry, Andrea established the rate of sale that would remain unchanged the entire time Donato bought wine from him. Andrea and Donato agreed to the price of seven *florins* per *cognio* of white wine and six *florins* per *cognio* of all other varietals.²³⁷ A *cognio* was the standard large liquid measurement in Tuscany and equivalent to one hundred gallons. The first, and by far the largest purchase made by Donato, amounted to one hundred and thirty-three *florins*, one *lira* and two *soldi*. A Matteo di Luce, who Andrea simply referred to as “*tabulatus*”, measured the volume. The ledger did not specify how much of each type of wine Donato sold, or even the total volume of wine, but the total cost indicates that the volume was somewhere between sixteen and nineteen *cognio*.

²³⁶ ASA, Fraternità dei Laici, AT, 3372, 10r, 10v.

²³⁷ “...vini albi ad rationem VII Flor. pro quolibet congio et aliam vini ad rationem sex Flor. pro quolibet cognio.” The spelling of *cognio*, or *cogno* is incorrect here and in the entire document, but the *cognio* represents roughly 100 gallons of wine. Given that a bottle of wine today is 750ml, a *cognio* was equivalent to around 540 bottles of wine.

Figure 12. Contract with Donato di Goracio.

Latin Transcription

Vendidi ego Andreas Gherardi de Casolis dictis anno menses et die Donato Goracii tabernario et sive vinacterio ementi pro se et sotiis tres vegetes vini duas vini albi ad rationem vii florin pro quolibet congio et alia vini vinilii ad rationem sex florin pro quolibet congio –

Monto in tutto tabulatis vegetes pro Matheum Luce tabulatus florin arui centum xiii lbira I et soldi ii

Dicto anno die vero mercurii quarta menses Januarii habui adicto Donato de partio dicti vini quos dedit Orsino in auro florin quinque de quibus expendi iii in uno porco et unam magistro scholarum pro suo salario.

English Translation

I, Andrea di Gherardo Casoli on the same date sold to Donato di Goracio, merchant and the wine seller, purchasing for himself and his associates three of fresh wine, two of white wine at the rate of seven *florins* for each *cognio* and other, lesser wine at the rate of six *florins* per *cognio*---

Amounting in total the wine being accounted by Mattheo Luce the accountant at the total 113 *florins*, one *lira* and two *soldi*.

The same year, the fourth of January, I held to the said Donato concerning part of the wine which he gave to Orsino in five gold *florins* of which was spent three on a pig and one on a schoolmaster for his salary.

The following month, Andrea registered two more sales to Donato, totaling forty *florins*. In these registers, Andrea began noting how he spent these payments – sometimes for work done in his vineyard, sometimes for more personal matters, as can be seen above when he used a *florin* to pay a schoolmaster. These payments continue until the 20 June 1392, but only one of them, in October of 1391, exceeded four *florins*.

As one can see from the table below, the total amount Andrea sold to Donato was sizable and represented the largest amount Andrea would make with a single buyer. Since the *florin* was worth nearly eighty *soldi* or four *lira* during this period²³⁸, one can be estimate the total cash amount at 245 *florins*, and the volume of wine sold at between thirty and thirty-five *cognio*.²³⁹ The money coming from this buyer represented the height of Andrea's income for several reasons. First, his vineyard he planted in 1393 would require some time to produce a new vintage. As well, the price of the wine he sold would decline sharply from the six or seven *florins* per *cognio* he received from Donato by the late 1390's.

²³⁸ Goldthwaite, in *Building*, gives the rate of *florins* to *soldi* for Renaissance Florence. For the scope of this paper, the rate ranged from seventy-five *soldi* per *florin* in 1390 to eighty per *florin* in 1410, slightly more than five percent inflation from devaluation over a twenty year period. For this paper, the terminal rate of eighty *soldi* per *florin* is taken for ease of tabulation.

²³⁹ At a total volume of thirty-five *cognio*, this would represent 18,900 bottles of wine. To put that in perspective, at twenty dollars a bottle this is worth 378,000 dollars today.

Date	Florins	Lira	Soldi
Dec 31, 1390	133	1	2
Jan 4, 1390	5	0	0
Jan 23, 1390	35	0	0
Jun 10, 1391	0	36	14
Jul 22, 1391	0	11	12
Aug 30, 1391	1	0	0
Sep 27, 1391	0	30	0
Oct 6, 1391	4	0	0
Oct 28, 1391	34	0	0
Oct 28, 1391	2	0	0
Mar 30, 1391	0	8	0
Apr 10, 1392	0	8	0
Jun 15, 1392	0	18	14
Jun 20, 1392	0	11	3
Totals	214	123	45

Table 6. Income from Wine Sales to Donato.

While he was selling to Donato, a decline in volume of wine sold was already taking place. However, this was not necessarily due to a decline in production. In the middle of selling to Donato, Andrea entered another contract with a different buyer, Francisco di Torco, a *vinacterio* in Arezzo.²⁴⁰ He began this contract, displayed below, with Francisco midway through the other with Donato, on the 22 January 1391.

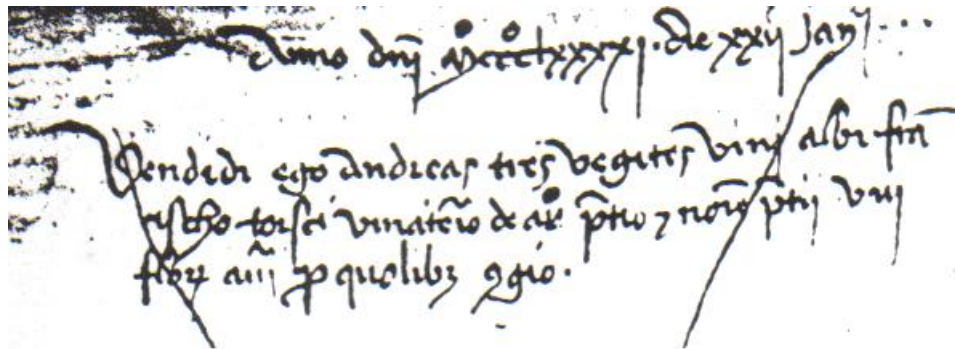


Figure 13. Contract with Francisco di Torco.

²⁴⁰ ASA, Fraternità dei Laici, AT, 3372, 11v.

Latin Transcription

Anno domini mcccclxxxxi die xxii Januarii

Vendedi ego Andreas tres vegetes vini albi Francisco Torci vinacterio de Arezzo pretio et nomine pretii viii florin auri pro quolibet congio

English Translation

22 January 1391 AD.

I, Andrea sold to Francisco di Torco the wine seller of Arezzo three quantities of wine by the price and by the named price, eight *florins* for each *cognio*.

The reason for Andrea had for switching contracts was quite straightforward; Francisco offered to give Andrea eight *florins* per *cognio* of white wine as opposed to the seven given by Donato. However, Andrea produced more than just white wine, which explains why he continued to sell wine to Donato after this contract with Francisco.

Andrea's contract with Francisco continued for only a year, from January 22nd, 1391 to January 25th, 1392. The pattern of purchases was similar to those of Donato, where a high opening purchase followed an incremental decline in volume.

Date	<i>Florin</i>	<i>Lira</i>	<i>Soldi</i>
Jan 22, 1391	1	0	0
Jan 31 1391	9	0	0
Feb 6, 1391	0	40	0
Feb 14, 1391	0	30	0
Jun 1, 1392	0	2	0
Jun 7, 1392	0	18	0
Jun 27, 1392	0	12	0
Jul 1, 1392	1	0	0
Jul 23, 1392	0	3	0
Aug 10, 1392	0	6	0
Jan 22, 1392	2	0	0
Jan 25, 1392	1	0	0
Totals	14	111	0

Table 7. Income from Wines Sales to Francisco.

Here one can see the sale of forty-eight *florins* worth of wine (six *cognio* of white wine) in the first two months. This sum of forty-eight *florins* dwarfs the fourteen *florins* Andrea received in the final ten months in which he sold wine to Francisco. Nonetheless, the paltry sums earned after February of 1391 might be explained through a decline in vineyard productivity whether through age, lack of labor or ecological effects. The ledger supports this assertion through the account of a new vineyard at the farm in San Leo in 1393.

Because Andrea planted a new vineyard in 1393, in his San Leo farm, the next entry of wine sales was not until the 27 August 1398. At this point, he began selling a variety of wines to Branchatio (sic) di Castruccio da Civitella, who resides in Polliciano, in the *contado* of Arezzo.²⁴¹ On this first day, Andrea sold everything he had, including the dregs of the barrels (*fondaccio*). The entry, included below, shows the variety included in this sale.

²⁴¹ ASA, Fraternità dei Laici, AT, 3372, 23r.

Tabulata et mesurata fuit ita veges per me vendita Branchatio per Donatum
 Johannis dantis die xxvii menses Agusti Anni domini mcccclxxxviii Tene – barile
 xi m xxxii Scemo – Barile i m o – Fandaccio m xviii Resta netto barile x m xiii vale
 – libra xxv soldi xviii

Anno domini mcccclxxxviii die x menses Julii Vendedi ego Andreas Gherardi de
 Casoli Branchatio Castrucii de Civitella habitatori in villa de Polliciano comitatus
 Arezzo Unam vegetam vini rubei et sive vernulii pro pretio libra xv pro quolibet
 congio dicti vini praesente Angelo Nardi de Arezzo.

Figure 14. Contract with Branchatio di Castrucio de Civitella.

Latin Transcription

Tabulata et mesurata fuit ita veges per me vendita Branchatio per Donatum
 Johannis dantis die xxvii menses Agusti Anni domini mcccclxxxviii Tene – barile
 xi m xxxii Scemo – Barile i m o Fandaccio m xviii Resta netto barile x m xiii vale
 – libra xxv soldi xviii

Anno domini mcccclxxxviii die x menses Julii Vendedi ego Andreas Gherardi de
 Casoli Branchatio Castrucii de Civitella habitatori in villa de Polliciano comitatus
 Arezzo Unam vegetam vini rubei et sive vernulii pro pretio libra xv pro quolibet
 congio dicti vini praesente Angelo Nardi de Arezzo.

English Translation

It was accounted and measured thus, the wine before me was sold to Branchatio
 through Donato di Giovanni given the 27 August 1398 AD. Held – 11 barrels, 32
 metretas. Lesser 1 barrel, Dregs 18 metretas the rest – 10 barrels 13 metretas –
 value 25 *lira* 18 *soldi*.

1399 AD 10 of July I, Andrea di Gherardo Casoli sold Branchatio di Castrucio da
 Civitella living in Polliciano in the *contado* of Arezzo one cask of red wine and
 others pro the price of 15 *lira* pro each *cognio* of the said wine in the presence of
 Angelo Nardi da Arezzo.

After this Andrea finished this transaction, having sold that wine valued at twenty-five *lira* and eighteen *soldi*, Andrea set the rate of sale with Branchatio at fifteen *lira* per *cognio*, whether it is red wine or other common wine. This new rate was set nearly a year after the first sale, on July 10th 1399. The newly planted vineyard produced far less than its predecessor, as evidenced by the mere twenty-one *lira*, four *soldi* worth of wine Andrea sold Branchatio over the next year. Since it takes about five years for a vineyard to mature fully, Andrea resumes selling wine at this time, but either the low quantity of the wine or the low prices in the market drastically reduced the money earned from these sales.²⁴²

That same year, Andrea sold a bulk load of wine, eight *cognio* of white and two *cognio* of red to Viva di Mattheo at the rate of four *florins* per *cognio*.²⁴³ The following year, 1400, he began a contract with two men, the same Viva di Mattheo and Rentio di Giovanni di Lorenzo both *tabernario* and *vinacterio* in Arezzo.²⁴⁴

²⁴² Balestraccia, *The Renaissance in the Fields*., 75. Balestraccia, citing Imberciadore, *Vite e Vigna*, states that a full five years would transpire before a mature harvest could be expected.

²⁴³ It is unusual for wine to be sold without discrimination between types and quality.

²⁴⁴ ASA, Fraternità dei Laici, AT, 3372, 28r, 28v, 35v, 36r, 17v.

In dei nomine am. 24 anno dni m^occ^o.
 die veneris 2a mensis aprilis. Vendidi ego
 Andreas gherardi de Casolis aretinus Civis
 Vive matthei et Rentio Johis laurentii taber-
 nariis et vinatieriis de aretio undecim vegites
 vini quatuor vini rubei et vii vini albi
 pro pretio et nomine pretii duorum florin auri pro
 quolibet congio dicti vini. Et ipsi Viva et Rentius et quolibet
 eorum in solidum officatur se obligando. promittunt in
 Andree medietate iudicio dictum pretium dicti vini
 cum integritate solvere in infra triis terminis videlicet tertiam partem hinc ad per totum menses Junii aliam
 partem hinc ad per totum menses Julii aliam partem hinc ad
 per totum menses Augusti et aliam partem hinc ad per totum
 menses Septembris proxime secutur Et vegites vacuas
 dimisisse hinc ad per totum menses Octobris. presentibus
 Guelfucio donati et paulo bartolomei campariis dictis aretii

Figure 15. Contract with Viva di Mattheo and Rentio di Giovanni di Lorenzo.

Latin Transcription

In dei nomine amen. Anno domini mcccc die veneris secunda menses aprilis.
 Vendidi ego Andreas Gherardi de Casolis Aretinus Civis Vive Mattheii et Rentio
 Johannis Laurentii tabernariis et vinatieriis de Aretio undecim vegites vini quatuor
 vini rubei et vii vini albi pro pretio et nomine pretii duorum florin auri pro
 quolibet congio dicti vini. Et ipsi Viva et Rentius et quolibet eorum in solidum
 officatur se obligatio dictum pretium dicti vini cum integritate solvere in
 infrastiis terminus videlicet tertiam partem hinc ad per totum menses Junii aliam
 tertiam partem hinc ad per totum menses Settemre proxime secuntur Et vegites
 vacuas dimisisse hinc ad per totum menses settembre. Praesentibus Ser Guelfucio
 Donati et Paulo Bartolomei camparia dictis Aretii

English Translation

In the name of God Amen. 2 April 1400 AD. I, Andrea di Gherardo Casoli
 Aretine citizen sell to Viva di Mattheo and Rentio di Giovanni Laurentio
 merchants and wine sellers of Arezzo eleven casks of wine, four red and seven
 white for the price and named price of two *florins* for each *cognio* of the said
 wine. And the same Viva and Rentio et both of these in firmness got in the way of

themselves binding the said price of the said wine promising to pay on the approaching time it is clear this third part hence of the whole, in the month of June another third and in September the last third. And the empty casks will be sent in the month of September. In the presence of Ser Guelfucio di Donato and Paulo di Bartolomeo.

The first sale was for eleven *cognio* of wine, four of which were red and seven of which were white. Andrea sold this wine at a much lower rate than to the other buyers, a scant two *florin* per *cognio*.²⁴⁵ This rate was far worse than what he had received in the years 1390 and 1391, and this total, twenty-two *florins*, was a sixth the amount he had received the first time he records a sale, in 1390. Had he been able to sell this wine at the same rate he had with Donato, he would have received seventy-three *florins* for it. Andrea continued to sell these two men wine for the next few years at the same rate. The amount sold was regular during the months of September and October of each year, when these men would pay for and acquire a modest amount, usually three *lira* for a *barile* (barrel). After the three years had passed, the steady purchases by these two men had totaled some fifty-nine *florins* and two *lira* from the sale of nearly thirty *cognio* of wine. In March of 1402, Andrea began selling the wine directly to Viva, at the same rate of two *florins* per *cognio*. While the ledger entries for this contract are quite extensive, some twenty-one entries, the payments are usually just a few *lira*. All of these entries are less than a *florin* except for one, but together they add up to nineteen *florins*.

Andrea made the last record of his wine business in 1405 when he established a rate of sale with Jacopo, a *gabellarium*²⁴⁶, and his wife Migliore – both from Florence.²⁴⁷

²⁴⁵ The entry does record that the men got in the way of themselves (*officacitur se*) with this price, which may have been far better than expected.

²⁴⁶ Presumably this man was a tax farmer from Florence.

The rate they arrived upon was nine and a half *lira* per *cognio*, slightly better than that with Viva. Over the next year, Andrea sold this couple three *florins* and thirty-six *lira* worth of wine. These five *cognio* were the only example of a private person purchasing wine from Andrea for his personal use.

Over the course of fifteen years, the wholesale wine business provided Andrea with the greatest portion of his non-professional income. However, the money he made from the sale of wine was not consistent, and the plans he made to expand his business, by planting new vines, was hindered by his inability to attain a favorable rate of sale once those new vines matured. Before he replanted, Andrea had sold approximately forty-one *cognio* of wine for 307 *florins*. After he replanted the sale of fifty-nine *cognio* only yielded a disappointing 140 *florins*.²⁴⁸ While the problems Andrea had with the declining production in the year 1392 and 1393 may have forced him to try starting over, the time wasted between 1393 and 1398 when he was not producing wine and the lower prices once he resumed the sale of wine may have hurt his finances significantly. The sale of commodities, such as wine, was highly sensitive to shifts in supply. The reason wine sold for six to eight *florins* was that production was down throughout the province of Arezzo after the commercial and demographic turmoil of the plagues. Additionally, unfavorable climate, a drought, or late frost could have affected the entire province and caused the region's supply to decrease. While he was able to increase annual production by roughly

²⁴⁷ ASA, Fraternità dei Laici, AT, 3372, 49r.

²⁴⁸ Andrea sold approximately 100 *cognio* of wine that he recorded in his ledger. At the best price recorded in the ledger, this would be worth 800 *florins*. This amount of wine is around 54,000 bottles of wine, which would be worth about \$1,080,000 today.

fifty percent by planting a new vineyard the market by that time had adjusted and prices had fallen dramatically.

The second group of these commodity-specific contracts that Andrea di Gherardo Casoli used was for the acquisition of wood. These contracts consist of Andrea, the lessee and a donkey, with the aim of the lessee delivering the wood, once a month, to Andrea's house in Arezzo. The capital which Andrea contributed, since he did not actually pay the worker for the wood, was the use of the donkey, with the estimated value of the donkey, three to four *florins*, added in the contract. The estimated value added in the case the donkey was lost, since Andrea expected the lessee to return the donkey or its worth at the end of the term. This has a two-fold benefit for Andrea, the delivery of the wood served as a return on the investment of the donkey, and as insurance, if the donkey dies, which animals are known to do, Andrea would still hold the worker to pay at least part of the estimated amount, and Andrea suffered a reduced loss.²⁴⁹ The worker thus took both the greater risk and the cost of maintaining the contract upon himself.²⁵⁰ For Andrea, the reward for his investment was a regular delivery of wood, one to three *salma* (donkey loads) per month. For the lessee's part, he would receive, as reward for the investment of time, gathering and delivering the wood, the use of the donkey at all other times.²⁵¹

²⁴⁹ If the donkey dies of natural causes, the worker would pay half of the estimated value of the donkey, since the contract would state *ad medietatem lucre et dampni* (at half of the profit or loss). If the donkey dies due to the negligence of the lessee, then he would be held to pay the entire amount.

²⁵⁰ This would include not only the required monthly deliveries, but also the costs of feeding, and caring for the animal.

²⁵¹ With a few exceptions.

There are two trends in these six contracts, written between 1399 and 1408, as they changed to reflect different economic circumstances for Andrea. The first was the inclusion of a clause in the contract for the use of the donkey, a temporary surrendering, during the time of the wine pressing. This clause was only present in the first three contracts, when Andrea leased first two different donkeys, one white, one black, and stipulates that each worker was to equip the donkey for its use in the wine making process. The second trend was the increasing inclusion of additional items or animals in the contract. This trend did accompany an added demand for wood, particularly where the additional item, such as a pony, could relate to the carrying capacity of the contract. These trends indicate flexibility in Andrea's commercial ventures that allowed him to achieve a return on investment with little personal involvement, leaving him free to practice his profession.

The first two of these contracts, displayed below, occurred within a month of each other in late 1399.

In nomine domini nostri ihesu christi anno ab eius saluti
 fera incarnatione annu mcccxxxviii die xii me-
 sis novembri Locavi dedi atque concessi in socidam
 domus ego andreas gherardi de Casoli civis et
 advocatus aretini johanni vocem gallo leonardi
 de cortino habitatori in villa de pilgli et christofano
 eius filio asellum pilaminis bianchi extimationis
 comitatus facte inter nos iii florin auri et
 trium lira denarii pro tempore et termino duorum
 annorum proxime venturum. Quem asellum et
 quam lochatorem pro dicto tempore promissi de-
 fendere non tollere et cetera ipse promisit mihi
 dare et aportare ad civitatis arezzo aparte
 domus habitatus quolibet menses dua salmas
 lignorum et accomodare quolibet anno ad
 faciendum meas vendemias. Et in fine dicti
 temporis dictum asellum restituere et cetera cum
 hoc omne lucre et dampni quod ex inter proveniret
 salvo promissa custodia et negligencia tunc mea
 debent inter nos dividere sortibus. Et hoc pnnus
 et cetera facti sunt poto donato quindici febris
 mense sic vniu. maris talis restitit -

Salva
 sic, custo
 die 7

Figure 16. Contract with Giovanni di Leonardo de Cortino.

Latin Transcription

In nomine domini nostri ysu Christi anno ab eius saluti fera incarnatione
 mcccxxxviii die xii mensis novembre Locavi dedi atque concessi in soccidam
 ego Andreas gherardi de Casoli civis et advocatus Aretini Johanni vocem gallo
 leonardi de Cortino habitatori in villa de Pilgli et Christofano eius filio meam
 asellum pilaminis bianchi extamationis comitatus facte inter nos iii florin auri et
 trium lira denarii pro tempore et termino duorum annorum proxime venturum.
 Quem asellum et quam lochatorem pro dicto tempore promissi defendere non
 tollere et cetera ipse promisit mihi dare et aportare ad civitatis Arezzo aparte
 domus habitatus quolibet menses dua salmas lignorum et accomodare quolibet
 anno ad faciendum meas vendemias. Et in fine dicti temporis dictem asellum
 restituere et cetera cum hoc omne lucre et dampni quod ex inter proveniret salvo

pro mala custodia negligentia vel mora debeat inter nos dividi et sortiri. Et hoc praesentibus Ser Pietro Cecchi, Ser Beiti presbytero Donato Guiducci fabro et Simonis Ser vannin mareschalcho testibus.

English Translation

1399, the 12th of November. I, Andrea di Gerardo Casoli citizen and advocate of Arezzo leased, gave and conceded in partnership to Giovanni called Gallo di Leonardo da Cortino living in Pigli and Christofano his son my white donkey the estimation made in the *contado* between us at three gold *florins* and three *lira* for the time and to the end of two year beginning immediately. Which donkey and which lease I promised to defend and not to withdraw etc. Giovanni promised to give to me and the carry to the city of Arezzo the side of my house each month two *salma* of wood and to accommodate each year for the purpose of my wine pressing and at the end of the said time, the said to restore the said donkey etc. with all the loss and profit which from between came forth save for poor custody, negligence, or death ought to be divided and sorted between us. And this in the presence of Ser Pietro Ceccho, Ser Beiti the priest, Donato di Guido, worker and Simon di Ser Vanni mareschalcho, witnesses.

The above contract with Giovanni “Gallo” di Leonardo established that Giovanni would bring Andrea two *salma* per month and have the use of the donkey at all times other than when it was needed during wine-pressing season.²⁵² In addition, he denoted where responsibilities lay and the term of the contract, which was two years. Of note is that Andrea instructed Giovanni to deliver the wood to the side of his house, the only time these instructions were included. While this contract would result in forty-eight *salma* delivered in the two years, the ledger only recorded nineteen *salma* in nine entries during this period. However, this poor consistency looks far better when compared to the other contract, made the next month and shown below.²⁵³

²⁵² ASA, Fraternità dei Laici, AT, 3372, 26r.

²⁵³ ASA, Fraternità dei Laici, AT, 3372, 26v.

Figure 17. Contract with Francisco de la Petruccia.

Latin Transcription

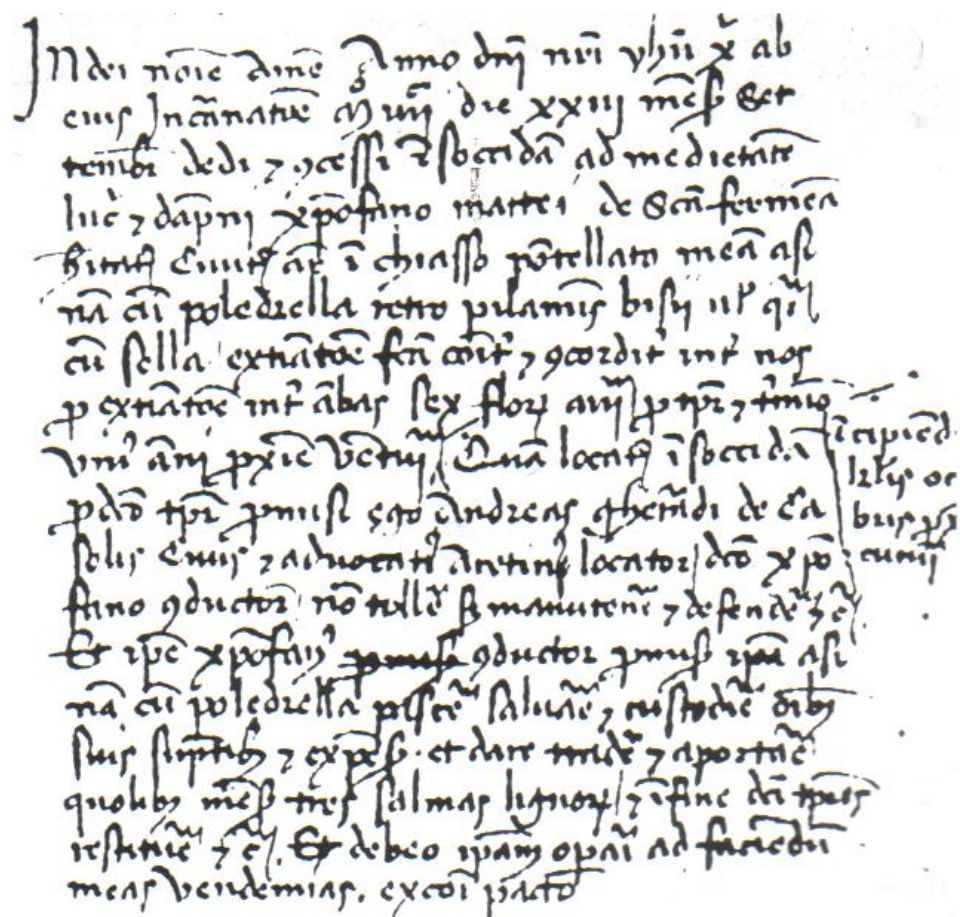
In dei nomine amen. Anno ab eius incarnatione mcccclxxxviii die lune viii menses Decembre. Locavi et in soccida concessi ego Andreas condam gherardi de Casoli Francisco de la Petruccia ortolano de Arezzo meum asellum pilaminis nigri vel qui extimationis et pro extimatus quattuor florin cum dimidio auri cum pacto quo stet et stare debeat ad medietatem lucris et dampni quod deus concessi quem promisi defendere et cetera. Et ipse promisit mihi tradere et aportare duas salmas cum dimidio lignorum quolibet menses et tenetur acomodare mihi quolibet anno ad faciendum vendemias medias post primos viii dies quibus vendemie incipient. Et hoc praesentibus Ser Petro Cecchi, Ser Beiti presbyter Viva Matheii et Agustino Ser Laurentii.

English Translation

In the name of God amen. 8 December 1399 AD. I, Andrea di Gherardo Casoli I leased and in partnership conceded to Francisco de la Petruccia gardener of Arezzo my black donkey which of the estimation and for the estimation four and a half florins of gold which I affix and he ought to affix at half of the loss and profit which I conceded God that I promised to defend etc. And the same Francisco promised to me to surrender at to carry two and a half *salma* of wood each month and he is held to equip for me each year for the purpose of making wine after the

first eight days from which the wine making began. And this in the presence of ser Pietro Ceccho, Ser Beiti priest, Viva Mattheo and Agustino di Ser Laurentio.

This contract, between Andrea and Francisco de la Petruccia, closely resembled the previous one, but required two and a half *salma* per month and did not specify the length of the contract. The remarkable thing about the contract with Francisco was that only one entry recorded Andrea's reception of wood, and only five *salma*. The contract that followed this one, less than a year hence, was far more fruitful. Below is the entry of the contract in the ledger, made on September 23rd, 1400.²⁵⁴



In dei nome Amen Anno dñi nri yhu x ab
 eius Incarnate m̄m die xxij m̄s Et
 tembe dedi 7 gressi 7 socida ad medietate
 luc 7 dapm xpofino mattea de San fermea
 hunc cuius ap i chiasso potellato mea as
 na cu polearella retro pulamis bisi ut qil
 cu sella extatue fñ aut 7 gordin int nos
 p extatue int abas sex floz an p pte 7 tmo
 vni an pte vtrius Qua locat i socida
 p dñ tpe p m̄s ego andreas gheridi de ca
 solus eius 7 aduocati anting locatoz dñ x p
 fino gductor no tollē s manutene 7 defende
 Et ipe xpofay p m̄s gductor p m̄s ipa as
 na cu polearella p m̄s saluare 7 custodie dñ
 suis sumis 7 expes et dare tme 7 aporthe
 quolibz m̄s tres salmas lignoz 7 fine dñ tpe
 restituere 7 c. Et debeo ipam opai ad faciendu
 meas vendemias excoi pacto

Figure 18. Contract with Christofano di Mattheo de San Fermena.

²⁵⁴ ASA, Fraternità dei Laici, AT, 3372, 27r.

Latin Transcription

In dei nomine amen. Anno domini nostri Ysu Christo ab eius Incarnatione mcccc die xxiii menses settembre Dedi et concessi in soccidam ad medietatem lucri et dampni ChristofanoMattei de Sancti Fermena habitatus civitatus Arezzo in chiasso pontellato meam asinam cum poledrella retro pilaminis bisi vel qui cum sella extimatione facta comitatus et in concordia inter nos pro extimatione inter ambas sex florin auri pro tempore et termino uni anni proxime venturi quam locatus in soccidam pro dicto tempore promisi ego Andreas Gherardi de Casois civis et advocatum Aretini locator dicto Christofano conductor non tollere sed manutenere et defendere et cetera. Et ipse Christofano conductor promisit ipsam asinam cum poledrella pascere, salvare, et custodire omnibus suis supertibus et expendere et dare tradere et aportare quolibet menses tres salmas lignorum et in fine dicti temporis restituere et cetera. Et debeo ipsam operari ad faciendum meas vendemias ex cui pacto.

English Translation

In the name of God amen. 23 September 1400. I gave and conceded in partnership at half of the profits and losses with Christofano di Mattheo de San Fermena living in Arezzo in the “chiasso pontelato” my donkey with a pony or with a saddle estimation made in the *contado* and in concord between us for the estimation between both of us of six *florins* of gold for the time and to the end of one year beginning immediately which the lease in partnership for the said time I, Andrea di Gherardo Casoli citizen and advocate of Arezzo, leaser promised the said Christofano lessee not to remove but to hold by my hand and to defend etc. And the same Christofano lessee promises the same donkey with equipment to pasture, pay, and care for all of the above things and to weigh out and to give, to surrender to carry each month three *salma* of wood and at the end of the said term to return everything. And I ought to work the donkey for the purpose of making my wine from this pact.

In this contract, Andrea contracted Christofano di Mattheo de San Fermena with the same form of contract, but this time for a much larger amount, three *salma* per month to be delivered, but also added a pony to the lease. Since Andrea’s investment was higher, an estimated six *florins*, the return was also higher. Again, he asserted that the donkey should be available for work during the wine-pressing times. This contract had far better results for Andrea; there were twelve entries made by Andrea when he received wood from Christofano, which totaled fifty-nine *salma*. Although the contract stipulated

a one-year term for Christofano and his use of the donkey, the entries went continued the point of termination. As well, the fifty-nine *salma* exceeded the expected return (thirty-six *salma*, twelve months times three *salma* a month). Because Christofano worked so diligently, Andrea did not enter another wood delivery contract for two years. This next contract, seen below, failed to meet Andrea's needs in the manner of Christofano di Mattheo and he soon replaced it.

Figure 19. Contract with Christofano di Tomasso da Talzano.

Latin Transcription

In dei nomine Amen. Anno domini nostri Ysu Christi ad eius Incarnationem mcccc secundo die primo menses Novembris Locavi et in soccia concessi ad medietatem lucri et dampni meam asinam coloris bianchetti vel quo cum sella Christofani Tomassi de Talzano comitatus Arezzo pro extimatione quattuor florin auri Quia asina predictus Christofano promisit pascere custodire et salvare et dare et aportare quolibet menses ad civitatis ad domus habitati mei Andree de Casolis locatori duas salmas lignorum pro quo fide ser Cecchus de Bosco.

English Translation

In the name of God Amen. 1 November 1402 AD. I leased and conceded in partnership at half profit and loss my donkey colored white with saddle to Christofano di Tomasso da Talzano in the *contado* of Arezzo for the estimated value of four *florins* of gold which the ass the aforesaid Christofano promised to

pasture and care for and to pay and to give and to carry each month to the city to my house lived in by me, Andrea de Casoli, leaseholder, two *salma* of wood for whose faith, ser Ceccho de Bosco.

Here, Andrea entered a contract with another, different Christofano, for whom Ceccho de Bosco vouched.²⁵⁵ These terms were less than the terms with the previous Christofano, only 2 *salma* per month, but the investment was also less, a donkey worth four *florins*. After ten entries, with twenty-five *salma* delivered, on the 13 December 1403, Andrea noted in the ledger that Christofano was late on his payments. The lateness to which he refers cannot mean the quantity, since he was only one *salma* short of being up to date on the deliveries. Thus, Andrea referred to the continual lateness of the deliveries, being constantly behind and delivering larger amounts at once, instead of steadily throughout the year. As a result, on the same day, Andrea terminated the contract and hired someone else, named Meo and his son, Guido, of Monte Super Rondine to continue the contract he had with Christofano. This worked far better for Andrea, for, over the next five years (1403-1408), these two delivered one hundred and eight *salma* in forty-four trips. Guido, the son made most of these deliveries, which might explain the functionality of the contract. If making the deliveries posed too great a strain on a single man, the presumably unemancipated son would be more available and cause the contract to function as the writers designed it.

Since Ceccho de Bosco recommended Christofano di Tomasso da Talzone to Andrea, Andrea may have relied on references when entrusting his animals to a worker. The recommendation for Meo and his son may have come from other workers living in

²⁵⁵ ASA, Fraternità dei Laici, AT, 3372, 39v.

Monte super Rondine. The final two contracts are both from this small hillside village and the first, shown below, began before Andrea contracted Meo.

Figure 20. Contract with Uccio di Antonio de Cincello.

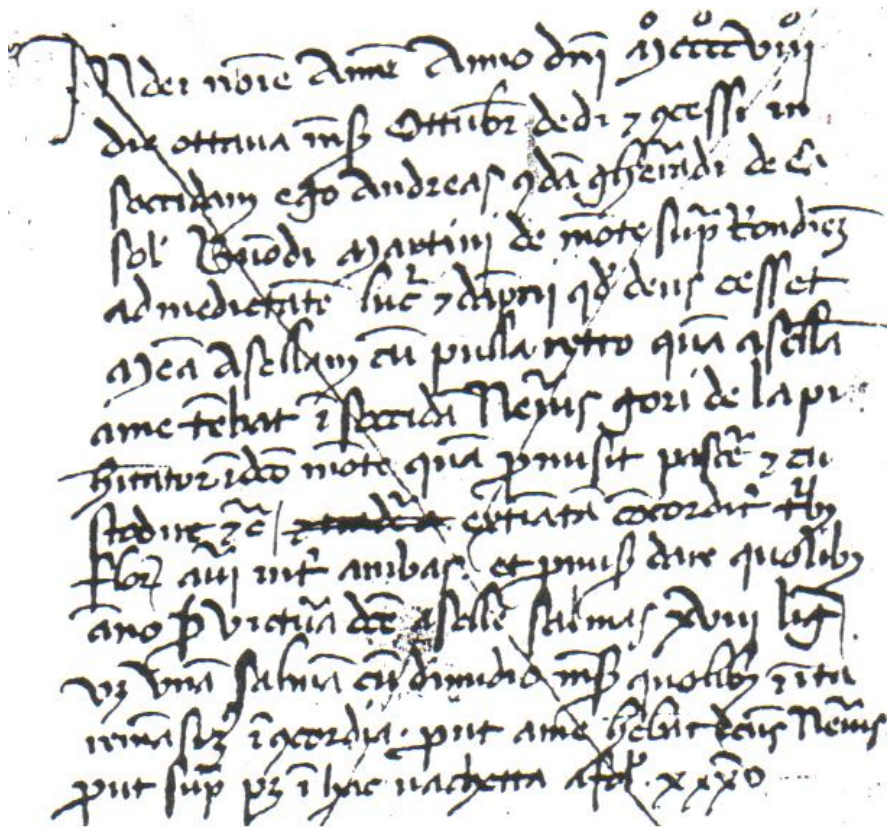
Latin Transcription

In dei nomine Amen. Anno domini nostri ysu cristi ab euis incarnatione mcccc secundo die sabatti xviii menses Novembre Locavi ego Andrea condam Gherardi de Casoli civis et advocatus Aretini quandam meam asella pilamis Biancheta vel quo cum cella nova Uccio condam Antonii de Cincellis in soccida ad medietatem lucri et dampni quod ex mihi quonis mo contingeret excepto quo de negligentia et malia custodia. Et ipse promisit mihi eam bonum pascere custodire et gabanare et cetera et tradere quolibet menses unam salmam lignorum cum dimidio altius salme cont comitatus extimata de nostra communi concordat florin tribus auri.

English Translation

In the name of God amen. 18 November 1402. I, Andrea of the late Gherardo Casoli citizen and advocate of Arezzo lease my former white wood donkey with the new saddle to Uccio di Antonio de Cincello in partnership at half of the profit or loss from me except happening that of negligence of poor care. In addition, Uccio promised to me to pasture, care for and cover the donkey well etc. and to surrender each month one and a half *salma* of the wood of good *salma* of the *contado* the estimation of our commune three gold *florins*.

In this contract, the estimated value of the donkey was lower, three *florins*, as was the requisite amount of wood to be delivered, one and half *salma*.²⁵⁶ This contract with Uccio di Antonio was nearly as successful as that with Meo, with forty-one entries recording the delivery of sixty-nine *salma* for roughly the same period (five years, 1402-1407). Following this, a man by the name of Neri di Goro took over the contract for a very short period and made two deliveries totaling eight *salma*. The final wood delivery contract, seen below, with Buondo di Martini, lasted merely two years, and picks up where Christofano left off.



In dei nore Anno dñi mcccviij
 die octava mñs octubr dñi 7 gressu in
 sacrum ego andreas qdā gressu de la
 sol' Buondi martini de monte sup rondine
 ad medietate sue 7 dñi qd dñs cesset
 athen asellum cu pilla retro qua asella
 ame tehat i sacra Neri gori de la p
 sumu idō mōte qua pñsit pñt 7 cu
 stadiu 7 c. 7 mñs 7 c. 7 mñs 7 c. 7 mñs 7 c.
 flor au mñs ambar et pñs dñe quolib
 ano pñt dñe asella salma dñi lñ.
 vñ salma cu dimidia mñs quolib 7 mñs
 mñs 7 c. 7 mñs 7 c. 7 mñs 7 c. 7 mñs 7 c.
 pñt sup pñs i hñc mñs 7 c. 7 mñs 7 c. 7 mñs 7 c.

Figure 21. Contract with Buondi di Martini de Monte Super Rondine.

²⁵⁶ ASA, Fraternità dei Laici, AT, 3372, 40r.

Latin Transcription

In dei nomine amen. Anno domini mccccviii die ottava menses Ottobre dedi et concessi in soccidam ego Angreas condam Gherardi de Casoli Buondi Martini de Monte Super Rondinem ad medietatem lucre et dampni quod deus cesset meam asellam cum pulla retro quam asellam ame tenebat in soccidam Nerius Gori de Lapi habitator in dicto Monte quam promisit pascere et custodire et cetera extimatam concoritur tribus fiorino auri inter anivas et promisit dare quolibet anno pro victura dicte asella salmas xviii ligna videlicet unam salmam cum dimidio menses quolibet in ita remansim in Concordia prout ame habebat dictus Nerius prout super ... in hac vachetta a folio xxxv

English Translation

In the name of God amen. 1408 AD the 8th of October. I, Andrea di Gherardo Casoli gave and conceded in partnership with Buondi di Martini de Monte Super Rondine and half of the profit and loss which God left my donkey with a chicken before which the donkey was held by me in partnership with Neri di Goro di Lapi living in the said Monte which he (Buondi) promised to pasture and care for etc. estimated together at three *florins* of gold between us and he promised to give each year for the feed of the said donkey 18 loads of wood manifestly one and half *salma* each month thus remaining in the concord just as the said Neri was held by me in this ledger, page 35.

In this contract with Buondi di Martini, Andrea actually referenced the previous donkey-holder, Neri, which Uccio had held and extended essentially the same contract, a donkey, estimated at three *florins* and a rent of one and half *salma* a month.²⁵⁷ In the contract Andrea stipulated that the total amount of wood Buondi would deliver for the year term agreed upon would be eighteen *salma*, in fact, over a two-year period, he delivered twenty-five *salma* recorded in eight entries.

These wood delivery contracts, really livestock leases with a rent payable in wood, were among the simplest used by Andrea. The small number of factors, the single commodity, the absence of monetary exchange, and the single lessee made these contracts simple, yet ultimately effective. As a subject of analysis, the inherent simplicity

²⁵⁷ ASA, Fraternità dei Laici, AT, 3372, 61r.

of these contracts aids the understanding of Andrea di Gherardo Casoli's business practice. In the liberal manner in which these contracts are constructed, Andrea was able to maintain a consistent return on his investment. While the fact that no money was involved might seem an economic retardation, the one to one exchange, oriented by contractual form, eased the burden of management from Andrea and removed the yoke of oversight from the lessee.

In all, Andrea received, in the years 1399-1410, 318 *salma* of wood, recorded in 127 entries. The investment for this return was the consistent lease of two donkeys and some equipment, with the occasional option to use the animals in his most profitable venture, wine making. What one can observe is the consistent expected return on the investment; Andrea set the expected return, as seen below, relative to the estimated value of the investment.

Name	Date	Value of Investment	Expected Return
Giovanni di Leonardo	November, 1399	3 <i>florins</i> , 3 <i>lira</i>	2 <i>salma</i>
Francisco de la Petruccia	December, 1399	4.5 <i>florins</i>	2.5 <i>salma</i>
Christofano di Mattheo	September, 1400	6 <i>florins</i>	3 <i>salma</i>
Christofano di Tomasso	November, 1402	4 <i>florins</i>	2 <i>salma</i>
Uccio di Antonio	November, 1402	3 <i>florins</i>	1.5 <i>salma</i>
Buondi di Martini	October, 1408	3 <i>florins</i>	1.5 <i>salma</i>

Table 8. Wood Contracts Expected Return.

Andrea consistently expected a monthly return of half the number of *florins* invested in *salma* of wood. The actual return, as can be seen in the next table shows a slightly different picture.²⁵⁸

Name	Dates	Number of Entries	Total Deliveries
Giovanni di Leonardo	November, 1399	9	19
Francisco de la Petruccia	December, 1399	1	5
Christofano di Mattheo	September, 1400	12	59
Christofano di Tomasso	November, 1402	10	25
Meo and Guido	December, 1403	44	108
Uccio di Antonio	November, 1402	41	69
Neri di Goro	December, 1407	2	8
Buondi di Martini	October, 1408	8	25
Totals	1399-1410, 11 years	127	318

Table 9. Wood Contracts Actual Return.

These contracts netted Andrea an average of thirty-one *salma* per year in exchange for an average investment of eight *florins* per year. Since Andrea did not provide any wood prices in the ledger, estimating an actual return on investment is difficult. Nonetheless, these deliveries, notwithstanding the first two contracts, were initially fruitful and resulted in a continuation of these contracts to the end of the ledger.

These two types of commodity contracts, while remarkably different, are excellent examples of Andrea di Gherardo Casoli's economic sophistication, flexibility and aim of continually expanding returns on investment. Through wine sales, Andrea saw a realization of his farm investment, which he sought to maximize despite declining prices. The very high initial prices he received certainly served as an economic indicator

²⁵⁸ The sources for both tables are: ASA, Fraternità dei Laici, AT, 3372, 26r, 26v, 27r, 39v, 40r, 61r.

of changes in the market, leading to the expansion of production. When prices declined, Andrea found other markets, such as the private contract with Jacopo and Migliore at a higher rate than that he received from the retailers. While Andrea received money in exchange for wine, the last step in a long investment process (from planting to selling), with his lease of donkeys, he received consistent return, contractually bound to the value of the investment. Regardless of whether he sold the wood, the value of the wood, which he would have purchased anyhow, was a tangible and reliable return.

Contracts and Commerce

The commerce Andrea di Gherardo Casoli engaged in provided him with a means outside of his professional occupation of increasing his and his family's wealth through the pursuit of gain, predominantly in agriculture. His ledger contains the record of his business, which focused on land, its development, cultivation and exploitation. Andrea's profession as an advocate excluded him from most manual farm labor. With his own labors unavailable, additional labor was necessary to realize the profitable potential of his holdings. The primary focus of his attention was the farm near the small village of San Leo, where Andrea used a more detailed oversight in its management. The three longest and informative contracts, those of the brothers Angeli, Guido di Pietro, and Ceccho di Giovanni, pertain to the activities of this farm. These workers produced grain primarily, of which they kept half of the harvest and surrendered to Andrea an average of forty *staia* each year.

In order to increase the value of his land and to develop the land's most profitable crop, wine, Andrea hired additional labor to address the farm's specific needs. This work,

maintaining the continued function of the farm and increasing its value Andrea executed primarily through the use of day laborers. The best example of Andrea working actively to increase the value of the farm is the planting of the vineyard, where a group of day laborers worked for more than a week in the spring of 1393 under Andrea's direction. While this concentrated effort added to the value of the land, Andrea also employed day laborers to augment the labor capacity of the longer-term workers, the Angeli, Guido and Ceccho. From time to time, the use of these day laborers targeted the time of year when concentrated effort would contribute to the efficiency of the farm, such as harvest or planting. Andrea would reserve his livestock, which was rented out, for the time when wine production was at its height, again enhancing the labor capacity of the farm.

While the focus of Andrea's management efforts was the farm in San Leo, he did advance the returns on property in other ways. Andrea actively acquired land, in several of the contracts he mentions that he recently purchased the land. While Andrea did not mention the land's acquisition in other contracts, it did not preclude a recent purchase. As well, only in one contract did the workers tenure imply that Andrea had held the land previously. Not all these rental contracts involved agricultural land exclusively; two contracts were for domestic, urban rentals to people of means, a notary and wool merchant. These contracts, while lacking the oversight Andrea gave the farm in San Leo, and normally producing small sums as rent, combine to represent a sizable portion of Andrea's investment. The smaller contracts additionally reduced the investment risk inherent to a single, isolated venture, such as the San Leo farm.

The final means of generating a return on investment were through contracts dealing specifically with commodities. The sale of wine through contracted retailers provided Andrea with a large source of return, an extension of his efforts in developing the San Leo farm. The sale of wine produced nearly four hundred *florins* for Andrea, driven largely by the high wine prices of the years 1389-1393. At the average of forty *staia* per year for fifteen years and given a price of twenty *soldi* per *staia*, the San Leo farm produced merely one hundred and fifty *florin*'s worth of grain from 1395-1410. The other side of commodities was Andrea's use of a contractually established bartering system, where he would lease a donkey to a farmer with a fixed rent, payable in wood. This system profited Andrea some 318 *salma* of wood, which he could have used in his house or sold.

The commerce pursued by Andrea does not have the grandeur of the Datini fortune, or the longevity of Dati family, but his active development and attention to his familial fortune excellently demonstrates the dichotomy between the rise of professionalization, typifying the commercial revolution, and the *homo universalis* of the Renaissance. Andrea di Gherardo Casoli's actions, recorded in the ledger, show a definite aim of the maintenance of his wealth and holdings, which allowed him to continue in his professional life as an advocate.

CHAPTER V

COMMODITIES AND REGULATIONS

Introduction

While the means Andrea di Gherardo Casoli used for the advancement of his wealth involved laborers, contracts, and investments, the object of his ventures was commodities. The aim of this chapter is to examine and synthesize the use, exploitation, and the economy of the certain commodities included in the ledger of Andrea di Gherardo Casoli. By assessing the information included about the commodities in light of the surrounding geographical and temporal area through the use of secondary sources, one can better understand Andrea's incentive for pursuing his ventures in agricultural commerce. As well, the an examination of the political constraints placed on each commodity by the Florentine state can shed light on the necessity of the contractual norms, and function of agricultural economy as a whole.

The four commodities examined here relates to their inclusion in the ledger. Some commodities Andrea did mention in the ledger to a far lesser extent this chapter omits. These exclusions are oil, dairy, livestock feed and the land market. Each of the commodities included, this chapter will address separately, using Andrea's ledger and sources for the Tuscan economy as a whole. The first of the commodities addressed here, grain, dominated not only Andrea's ledger, but was also vitally important to the Tuscan economy, both rural and urban. The pattern of analysis for this particular commodity will

deviate slightly from the others in its depth and include not only the statutes governing the grain trade, the sales and prices, but also the practice of lending grain, the practice of which occurs often in Andrea's ledger.

Wine, the commodity that brought Andrea di Gherardo Casoli the greatest farm income, was secondary only to grain in levels of Tuscan consumption. Wine, in quality and price, was not nearly as homogenous as grain; thus, a comparison of prices hazards the dangers of evaluating averages against aberrations with no true standard for analysis.²⁵⁹ Since wine provided a substantial part of the Tuscans caloric intake, it was of fundamental importance to the agricultural economy, second only to the grain trade. As well, the proprietor managed the production of wine more often than any other agricultural product. This involvement by the landowning class was a result of several influencing factors. Producing wine required a far more isolated effort. That is to say, vineyards required less maintenance over the course of the year, since vines are perennial, and the greatest effort for the production of wine comes at harvest and the subsequent pressing of the grapes. Andrea's ledger, particularly the schedule of court appearances, attest to the short time needed for wine making, normally lasting only from mid-June to mid-October. Wine, as a processed product, fetched more money by volume than grain, thus a landowner could yield a substantial sum from his wine, which would contribute to the landowner's interest in personally managing the wine production.

²⁵⁹ The deviation of prices, the lowest often being a fifth of the highest not solely in quality but also through market changes can make the evaluation invalid, Melis, Federigo, *Studi di Storia Economica Toscana nel Medioevo e nel Rinascimento in Memoria di Federigo Melis* (Biblioteca del "Bollettino storico pisano.", 33. Ospedaletto, Pisa: Pacini, 198.

Finally, the social implications of being a wealthy urban man who owned land would have led these men to adopt the mantle of a rural noble and involve himself in the harvest and production of wine, upon which his name would be.

While grain and wine were the primary products of agriculture, the cities also demanded other rural products. Andrea, for a large portion of his ledger worked to secure a supply of wood either for his household or for resale. Andrea used an in-kind contract to secure this supply, trading the use of a few donkeys for the guarantee of regular, monthly deliveries of wood. Andrea's ledger did not specify the use of the wood he procured, but wood use can vary from its normal household use as firewood, to building material for any number of structures.²⁶⁰

The final category addressed in this chapter is livestock. This includes cattle (cows, bulls, oxen) donkeys, horses, chickens and the occasional pig. Andrea uses all of these animals, necessary in an agricultural economy, primarily as mobile capital. The predominant of these were cattle, used for plowing, and donkeys, used as beasts of burden. As well, these animals were actively bought and sold, providing an accurate means of assessing the investment and return for Andrea.

Each of these four categories of commodities was the subject of Andrea di Gherardo Casoli's commercial ventures. Since the previous chapter explored the contractual methods Andrea used for the advancement of his familial wealth, this chapter examines the subject of those contracts, the regulations constraining them and the profits available to Andrea. Each of the commodities could have fulfilled a need Andrea's

²⁶⁰ The one time Andrea does include a use for wood, unrelated to the wood deliveries, is when he hires the Petracolli to tie up his vines, then he purchases two thousand poles.

household and family had; either by providing a source of income or insuring a source of supply that circumvented the instability of the market.

The Grain Trade

Grain and its products represented more than half of the caloric intake for the average Tuscan, both urban and rural.²⁶¹ Grain, primarily wheat was a ubiquitous part of Italian life dating to the early Roman era and such an integral part of the rise of urbanization that imagining Rome or Florence without the culinary basis of at least some cereal is impossible. Charles de la Roncière writes that:

Les Florentins consomment leur froment sous forme de pain – coutume générale au XIV siècle – mais tous ne l’achètent pas sous cette forme. Beaucoup préfèrent se ravitailler en grains, qu’ils font moudre, et dont ils pétrissent eux-mêmes la pâte, le boulanger (fornario) n’intervenant que pour la cuisson. Les céréales se conservant facilement, au prix d’un peu de soin, il est loisible aux consommateurs de constituer des stocks pour plusieurs mois. Cette manière de faire est constamment adoptée par les producteurs, et notamment par les plus aisés, qui mettent sans difficulté de côté pour l’année une partie de leurs récoltes ou de leurs fermages, mais elle est également pratiquée couramment par un grand nombre de non-producteurs, dans la mesure où elle est plus avantageuse. Les prix oscillent, en effet, très largement en cours d’année caractère partout habituel aux prix des céréales.²⁶²

The advantage of grain, be it rye, oats, barley, or most commonly, wheat, was the ability to be planted in large fields in a temperate climate which one could then harvest and store throughout the year, until next harvest. As well, grain could yield a much higher nutritive value per acre than other type of food, such as fruit, vegetables and, in particular, meat.

²⁶¹ Richard A. Goldthwaite, *The Building of Renaissance Florence: An Economic and Social History*, (Baltimore: Johns Hopkins University Press, 1982). Charles de La Roncière, *Prix et salaires à Florence au XIVe siècle (1280-1380)* (Rome: Ecole Française de Rome, 1982), 69.

²⁶² De La Roncière, *Prix et salaires*, 69-70.

In the ledger of Andrea di Gherardo Casoli, entries related to wheat were by far the most plentiful. One can divided these entries into three sets, the first being the deliveries Andrea received as rents from his contracted workers. Second, Andrea would quite often give his workers loans of grain, either for personal consumption or as seed. Finally, Andrea extensively lent grain to people who are not his workers, often at a set price of repayment. The one thing that is not in the ledger, only slightly surprising, are sales of his wheat either in the open market or through a retailer.²⁶³ This indicates that Andrea retained, or hoarded the wheat he received from his workers, less the amount lent out to others. While Andrea did record a large amount of the wheat he received, at least some of the wheat went unrecorded. From the years 1395-1405, the records of wheat are excellent, marking each time either the Angeli or Guido di Pietro brought grain to his house. However, the contracts recorded earlier in the ledger, 1389-1395 and later 1407-1412, lack the detail required to represent accurately a full accounting of Andrea di Gherardo Casoli's intake of wheat from his farm(s).

The years 1395-1405, the records for which are the most complete, were when the Angeli brothers and Guido di Pietro worked the farm in San Leo. During this time, each contract was for five years and each yielded comparable amounts of wheat. The Angeli produced some 259 *staia* and Guido, 250.²⁶⁴ These years, having the most complete records were presumably the best representation, not only the returns on Andrea's farm, but also his household consumption. Richard Goldthwaite estimates that the average

²⁶³ While Andrea does not record sales, a handful of times he records Matteo di Angeli as having taken the wheat to the market for the purpose of selling.

²⁶⁴ ASA, Fraternità dei Laici, AT, 3372, 15r, 15v, 24r, 24v, 25r, 31r.

worker in Florentine Tuscany at this time would have consumed one *staia* per month. While Andrea did not list the dependents he had at any given point in his ledger, the averages amount of wheat he received during these ten years, 45-50 *staia* per year, indicates that he could have fed four average men with the grain he received. Since three of his children die early in their lives, and none of his children reach maturity before the ledger ends,²⁶⁵ the consumption, which one can attribute to them, should be quite a bit smaller than a house full of adults. Assuming that Andrea and his wife, Nanna, each consumed a *staia* each month, it would leave another two *staia*, which may have been consumed by his children, sold or lent to people in need.

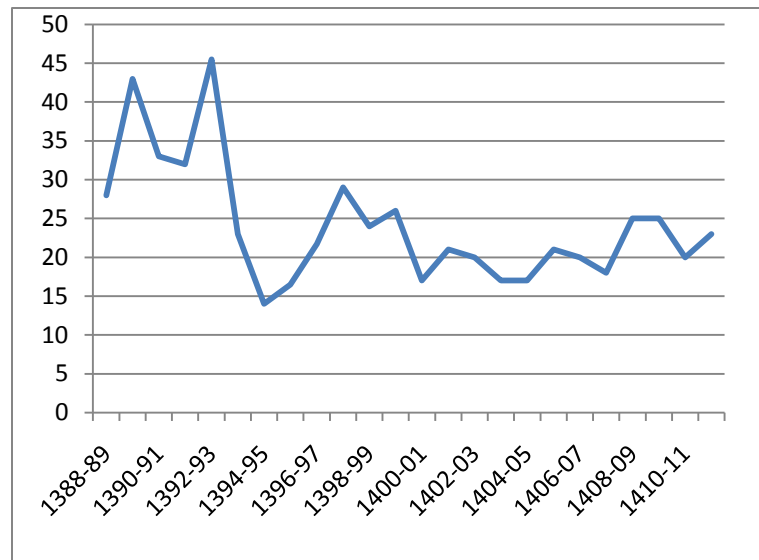
Putting Andrea's wheat production into perspective requires a standard that one can use to judge the value of this wheat against the market as a whole. Fortunately, the ledger provides some measure of prices at Arezzo during this period. Unfortunately for the people of Arezzo, commodity prices as whole fluctuated vigorously during this period, but no time more so than the early years of Andrea's ledger, 1389-90. Below is a table of the grain prices in Florence for each year of the ledger.

²⁶⁵ At no point are more than four children alive at a time. Antonia lives 8 years, 1392-1400, Benedicta lives 2 years 1394-1396, Giovanni and Antonio live to adulthood 1396-?, Laurentia as well lives on 1401-? And Margerita dies before her first birthday in 1404. All this is noted in the entries regarding wetnursing.

Table 10. Market Price of Wheat (1388-1412).

Date	Price per <i>staio</i> (in <i>soldi</i>)
1388-89	28
1389-90	43
1390-91	33
1391-92	32
1392-93	45.5
1393-94	23
1394-95	14
1395-96	16.5
1396-97	21.7
1397-98	29
1398-99	24
1399-1400	26
1400-01	17
1401-02	21
1402-03	20
1403-04	17
1404-05	17
1405-06	21
1406-07	20
1407-08	18
1408-09	25
1409-10	25
1410-11	20
1411-12	23

Figure 22. Market Price of Wheat Graph (1388-1412).



These prices, gathered from far more sources than in this narrower analysis, show the high and rapidly fluctuating prices during the period of Andrea's ledger.²⁶⁶ The average of these prices is 24.15 *soldi* per *staio*, but has a standard deviation of nearly

²⁶⁶ R.A. Goldthwaite, "I prezzi del grano a Firenze dal XIV al XVI secolo", in 'Quaderni storici', 28, 1975, Ch.M. De La Roncière, *Prix et salaires à Florence au XIVe siècle*, (Rome: Ecole Française de Rome, 1982), App. 1 and G. Pinto, "Il personale, le balie e i salariati salariati dell'ospedale di San Gallo di Firenze (1395-1406)", *Id.*, *Toscana medievale. Paesaggi e realtà sociali*, (Florence: Le Lettere, 1993), p. 140.

eight.²⁶⁷ The prices given by Andrea, which range from forty *soldi* per *staio* in 1390 to twenty *soldi* per *staio* in 1396, while not the most reliable, since he records rates for only a few transactions, do correspond to the rates in Florence. If Andrea were to provide his household with a sufficient supply of grain (45 *staia* per year) through the production of his farms and for the entire duration of the ledger (22 years) then the total production for this period would be 990 *staia*. As well, if this total is multiplied by the average price of wheat during this period (24 *soldi* per *staio*), the value of the amount of wheat produced and consumed by Andrea's household is 1089 *lira* (272 *florins*).²⁶⁸

Beyond the entries related to Andrea's reception of grain from his workers, a large number are loans of wheat, some to his workers, and some to other people. For his workers, these loans represented two facets of the landlord/lessee relationship. First, the availability of loans incentivized the worker, providing the initial capital for the initiation of the planting, i.e. seed. Secondly, the occasional loan of wheat or at least its availability during times of dearth provided the worker with a level of security that a landowning farmer would not have. The availability and extension of these loans by the landowner assured the worker of at least access to a line of credit and served as a safety net for his labors. There was however, no guarantee that the landowner would not charge usurious

²⁶⁷ The variance in these prices does not really need to be reaffirmed; the graph demonstrates the rapid fluctuations better than the standard deviation.

²⁶⁸ These statistics are overly simplistic and, since more accurate records for all of what Andrea actually did do not exist, the cruder statistics are fine. A more reliable calculation, taking only the assumption of Andrea receiving and using 45 *staia* a year and Florentine prices (shown above), and multiplying each year times the 45, then using Goldthwaite's valuation of the *florins* in *The Building of Renaissance Florence*, to assess each year's value of the wheat then adding all of these together would sum to 340 *florins* – demonstrating the effect of the drastic fluctuation upon the actual prices paid.

rates on these loans. In a contemporaneous handbook for parish priests, the author, William of Pagula, instructed priests to discourage lending of commodities at usury:

[13.] Also he should warn everyone not to lend money, grain, wine, oil or any other thing whatsoever by usury; namely by entering into a contract or having the intention to receive back more in repayment than he lent out. And if a cleric shall do this he shall be suspended from office; and a lay person shall be excommunicated until he makes restitution. To be sure usury is forbidden in both the Old and New Testaments.²⁶⁹

This prohibition on usury, passed down to priests, then disseminated to the populace, indicates that the practice of using usurious practices in the lending of grain was indeed a concern. While concern for his immortal soul might be a primary concern for the medieval mind, market forces certainly affected the proprietor's decisions. Lending in a usurious or injurious manner would engender hostilities between the two parties. Since the property owner would have invested his capital in the work, vesting him with the responsibility for the farm's care and livestock, as one can see in the *mezzadria* contracts used by Andrea, the risk of a loss of that investment would make a property owner disinclined to ruin relations with his worker.

Andrea di Gherardo Casoli lent heavily to his five-year laborers. For the Angeli brothers, he lent forty-two *staia*,²⁷⁰ and for Guido, forty-eight *staia*.²⁷¹ About half of these loans were seed for the first planting, provided in the first year of the contract. The other half of the loans Andrea spread over the course of the subsequent five years, and

²⁶⁹ John Raymond Shinnars, *Medieval Popular Religion, 1000-1500: A Reader* (Peterborough, Ont., Canada: Broadview Press, 1997). taken from *Oculus Sacerdotis* by William of Pagula, 1385.

²⁷⁰ ASA, Fraternità dei Laici, AT, 3372, 15r, 16v, 25v, 25r.

²⁷¹ ASA, Fraternità dei Laici, AT, 3372, 31r, 32v.

normally occurred in late spring, when the stores from the previous harvest would have been exhausted. Charles M. de la Roncière makes the excellent point that establishing a rate in a given year is difficult because of the inter-year price fluctuations, against which people who could afford to hoard for the entire year (such as Andrea).²⁷²

The loans to the two aforementioned laborers were not the only ones made by Andrea. In the contract with Ceccho di Giovanni, Andrea gave him seven *staia* to begin planting.²⁷³ Unfortunately, since the ledger lost much of its detail after that point, knowing if Andrea made any more loans becomes impossible. As well, Nanne di Petracoli and Jacopo di Viniano both accepted loans as either part of their contract or as additional aid during the contract, but only for a few *staia*, three and a quarter and four, respectively.²⁷⁴ Since each of these loans as well as those to the Angeli and Guido were part of contracts and Andrea cancelled all of the contracts, Andrea considered the loans repaid.

The above loans, given by Andrea to his workers, paled in comparison to the many more given to others. Below is a list of all the people to which Andrea lent grain, the years in which these people borrowed grain, the amount in *staia*, and the status of repayment.

²⁷² De la Roncière, *Prix et Salaires*, 69-74.

²⁷³ ASA, Fraternità dei Laici, AT, 3372, 51v.

²⁷⁴ ASA, Fraternità dei Laici, AT, 3372, 6r, 17r.

Name	Year	Amount
Antonio de Nanni	1401	25
Antonio called Napolitano	1404-1405	14
Antonio Juncte Porto	1399	4
Antonio Lippi Bartoli	1396	13
Antonio Renci	1404	6
Bartoli de Rondine	1405	6
Bartolomea wife of Blaxio Jaconucci de San Leo	1405	2
Blaxio Jaconucci de San Leo	1395-1402	35
Blaxio Pardi ortolano	1398	3
Bruno Acciavi de Lucignano	1405	5
Ceccho de Bosco	1404	6
Ceccho de Citerna	1404	3
Chimentus Blaxio Jaconucci de San Leo	1404	5
Christofano de San Leo	1396, 1399	16
Cione Gronde	1405-1406	27
Domina Donate	1399	7
Domina Margarita	1399	16
Domine Bettrine Fransisci Ghinaldini	1405	4
Donato Johannes Ranachionis	1401, 1405	6
Gerardo and brothers	1396	8
Goro Martini de Trecocano	1396	13
Guidoni Cecchi	1396	4
Jacopo Andrei de Rugnalla	1405	4
Jacopo Angeli de Cortona	1405	8
Machele	1404	4
Meovanis Carnifici	1404	6
Nannino Petri de Canquanni	1404	6
Nanno Salvi de San Estasio	1401	6
Pasqui Donati de Castelione	1405	6
Petro Cocchi	1404	3
Petro Vanucci	1403	3
Ruberto Spinuci	1396	6
Salvi de Campraria	1405	23
Ser Dominico	1404	3
Simon Dominici de Monte super ...	1399, 1405	16
Simon ser Vannis Marischalcho	1404	2
Solvi Lorenzo Angeli	1404	12
Vanucco Massari Ortolano	1395-1400	44
Vinco del Prato	1399, 1405	6
Viti Ortolano	1396	2

Table 11. Borrowers of Andrea's Grain.

What is remarkable about the above list is that of the total amount lent out, 388 *staia*, only 25 *staia*, 6.44% were never repaid. As well, all the wheat that borrowers never repaid they borrowed in the years 1404 and 1405, the last years when Andrea lent grain. While Andrea notes that he cancelled a loan, either by drawing a line through the entries, or by writing “*Solvit immo cancellavi*”²⁷⁵, he only rarely notes when a borrower repaid the loan and whether the repayment is in wheat or in cash. The following graph shows time of year when the loans occurred.

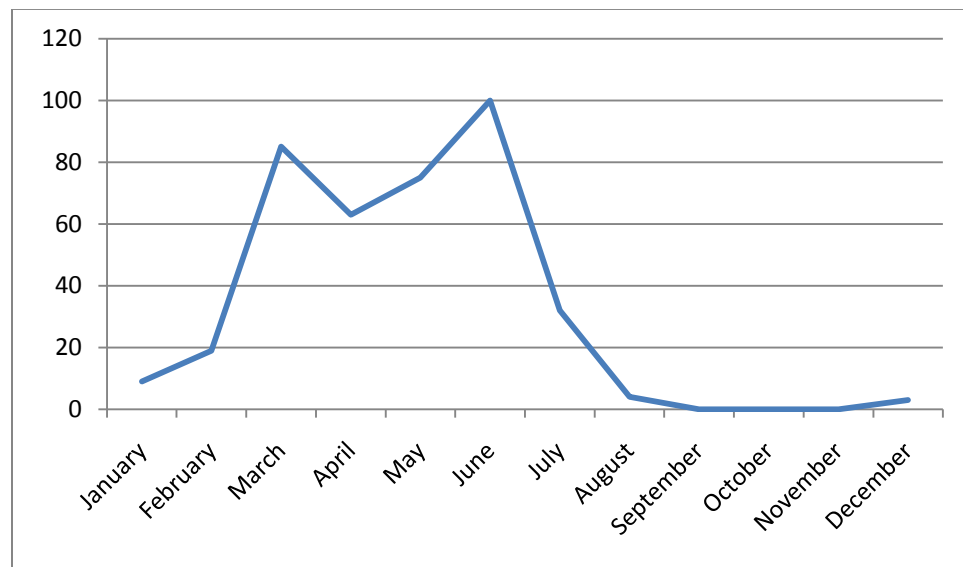


Figure 23. Quantity of Wheat Loans by Month.

This graph has two major spikes in lending. The first, in March, corresponds to the beginning of the planting season and the second, in June corresponds to the last month before the harvest, when wheat prices were highest.

The following graph displays the lending by year and indicates that at least twice in this period the markets were not able to feed the people of Arezzo sufficiently.

²⁷⁵ He/she paid, therefore I canceled.

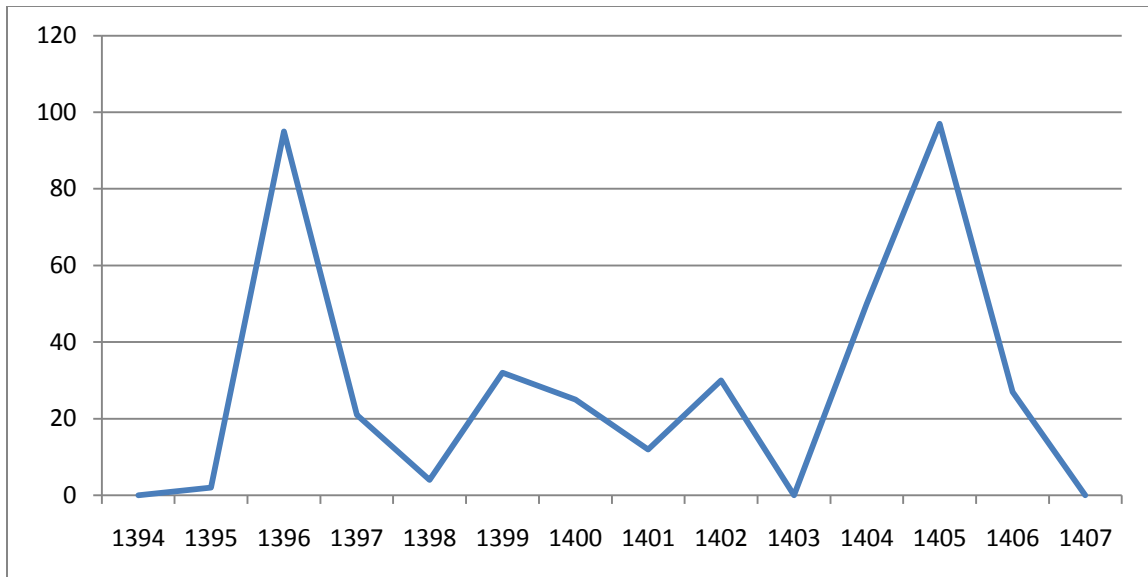


Figure 24. Monetary Amount of Wheat Loans (1394-1407).

In this graph, showing the amount of *staia* of wheat lent by year, one can see the two times when lending was at its height, the one year, 1396 and the three-year period 1404-1407. The first manifestation of this graph was taken using strictly the year designation from the ledger. However, Andrea began every year on the first of April, rather than January. The resulting graph deemphasized the radical jumps in lending quantity and made the years 1404 and 1405 seem identical. If was to examine the previous graph, showing loan totals by month, it can be seen that March was second only to June in amount loaned. Using Andrea's calendar, March would fall on the year prior to April, and distort the perception of the data. This graph shows the isolated spike of loans in 1396 with a three-year period of high loan amounts 1404-1406, the middle of the three being the highest. The first year of high lending corresponds to the occurrence of the plague at Arezzo in that year. The three-year period did correspond to the Florentine-Milanese war and the eventual conquest of Pisa by Florence in 1406. However, an

increase in prices for the same years did not accompany the high grain lending in these years. This disconnect between the lending amounts and the wheat prices might be a result of the prices quoted in Florence and the lending occurring in Arezzo. The other option available is that Andrea simply had more grain to lend, thus he was able to be more charitable. What one can gain from the data included in this graph is that Andrea certainly hoarded far more wheat than his family could consume; the total hoarded must have been in excess of the greatest amount lent in a year, ninety-seven *staia* of wheat.²⁷⁶

One can make several observations from these entries that are overall, uninteresting. First, the social status of the people included is far from homogenous and includes people as diverse as a Ser Dominico, who is perhaps a fellow lawyer or notary and Viti and Vannuccio the gardeners. As well, while most are from Arezzo, nearly half of these people claim a town in the Aretine *contado* as their home, such as San Leo, Cortona, Monte super Rondine and others. Women were included as lenders, borrowing twenty-nine *staia*. Most of the loans were small, and the loan only occurred once; however, eight of the loans were over a period extending for years. One of these, Vannuccio Massaro a gardener, borrows forty-four *staia* over a five-year period (1395-1400).²⁷⁷ One facet of these loans that makes Andrea relatable to the modern experience is a loan of four *staia* to Antonio *juncte porto*, or Antonio next door.

These loans represented a part of Andrea's commercial life not necessarily applicable to his financial gain. Although the loans apparently did not increase his

²⁷⁶ The amount Andrea could have hoarded would have been the total amount lent plus the 40-50 *staia* his household would have consumed, totaling 130-150 *staia*.

²⁷⁷ ASA, Fraternità dei Laici, AT, 3372, 19r.

wealth, though they could have concealed some usury, this charity would have engendered the gratitude of the people around Andrea. Though borrower repaid most of the loans, the people forced to appeal to Andrea's generosity would remain in his debt, even after repayment. The creation of good will in the villages in the Aretine *contado* would explain the number of times these villages employed Andrea as an advocate. Yet another aspect of this practice of grain lending that arises when considered with both the production of wheat at Andrea's farms and the lack of sales in the ledger is that the grain trade was for Andrea not actually for profit in a financial sense. Rather, the administration of rural lands, and the status that accompanies being a landowner, as well as the lending of wheat conferred upon Andrea the position of patron, or at least petty nobility, in Aretine society.

This system of production, consumption and lending of wheat, which effectively circumvents the normal market, begs the question, what was the normal, monetized market like? The grain trade has a long tradition of being of preeminent importance to the state, since any disturbances in the market can lead to dreaded bread riots, the examples of which are too numerous to mention here. Because Arezzo was a subject city to the rapidly expanding Florentine territorial state, it was subject to the laws of Florence. After the demographic tumult of the Black Plague, the Statutes of Grain (Statuti di Blado)²⁷⁸ were written in 1348, compiling previous grain regulations and creating the Ufficio Della Grascia with the additional Abbundunza, which was charged with regulating the trade

²⁷⁸ Gino Masi. ed., *Statutum Bladi Reipublicae Florentinae (1348)*, (Milano: Vita e pensiero, 1934).

and providing food for the city during famine.²⁷⁹ The series of events after this, the Ciompi revolt, the acquisition of Arezzo, Pisa, Lucca and other small towns in Tuscany culminated in the redaction of the complete statutes in 1415. The authority and commission for the Ufficio Della Grascia include in these statutes can give a glimpse, however illusory, into the problems and solutions in the Florentine grain market.

The Florentine Ufficio Della Grascia, in their regulation of the grain market, focused on maintaining a reliable supply of wheat and ameliorating market volatility for this commodity. The most ubiquitous regulation in Italian communes, whose origins date to Gratian's Decretals, was the prohibition of grain purchases that the purchasers intended for resale.²⁸⁰ The aim of this was the prevention of speculators, who buy grain anticipating an increase in its price, and a deterrent to monopolists, who buy grain so they can increase the price when they have no more market competitors. To achieve regulatory control over the market two steps are taken. First, the Ufficio della Grascia only allowed grain sales in the Piazza del Grano²⁸¹ so that they might centralize the market and make oversight simpler. Second, a portion, half or a quarter, of the pecuniary penalties for

²⁷⁹ The grain trade was not the only thing the *Ufficio di Grascia* regulated. Their jurisdiction extended to most of the non-guilded aspects of Florentine society, such as agricultural workers, miller and bakers, and other commodities throughout the Florentine state.

²⁸⁰ This is supported in the statutes of many of other communes. Cf. Enrico Fiumi ed., *Statuti di Volterra 1. (1210 - 1224)*. Documenti di storia italiana, 1. (Firenze: Olschki, 1951), Silvana Anna Bianchi, and Rosalba Granuzzo eds., *Statuti di Verona del 1327*, Corpus statutario delle Venezie, 8. (Rome: Jouvence, 1992), Bianca Betto, *Gli statuti del commune di Treviso (sec. XIII-XIV)*, Fonti per la storia d'Italia pubblicate dall'Istituto storico italiano per il medio evo, 111. (Rome: Nella sede dell'Istituto Palazzo Borromini, 1986), Giovanni Carlo Antonelli ed., *Statuti di Spoleto del 1296*, (Firenze: L.S. Olschki, 1962), Lodovico Zdekauer. *Il costituito del commune di Siena dell'anno 1262*. ([S.l.]: A. Forni, 1983). All these have at least some measure of grain regulation and all forbid hoarding.

²⁸¹ The *Piazza del Grano* which the statutes refer to retains this name and is located behind the Palazzo Vecchio, opposite the Piazza della Signoria.

violation of the regulations would be handed over to the accuser, providing incentive for people to expose illicit activity.²⁸²

The regulations that applied to the sellers of grain (*granaoli*) directly attempted to standardize the business and avoid usual and potentially disruptive practices. The statutes prevented any grain seller from selling grain for any other party, be it person or entity, essentially forcing the *granaoli* to sell only the grain that they had already paid for and had transported into the city.²⁸³ Another law, reaffirming the prohibition of reselling additionally discourages the lending and borrowing of grain for the purpose of reselling.²⁸⁴ This provision anticipated short selling of grain and had the effect of diminishing the rapid price fluctuations that more active trading would have. This same law narrowed the restrictions on grain intended for human consumption and precluded other grains, such as rye or oats intended for livestock, such as horses. These laws use two types of sellers, the *granaio* who was a person who sells grain alone and a *trecchio* who was a vendor, selling all manner of victuals. The statutes prevent the *trecchi* from purchasing more than two *staia* of grain per day without a license from the Officials of Grascia.²⁸⁵ While the statutes prevented *granaoli* from buying grain to resell, *trecchi* were able to do so, but only in restricted amounts. Additionally, the statutes allowed the

²⁸² *Tractatus et materia Consulum Artium et Mercatorum*, Rubrics 158-160, 162, 165-8.

²⁸³ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 160 – Concerning not presenting grain for another person which was of him

²⁸⁴ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 167 – concerning not buying grain or rye or wheat in the piazza for cause of reselling

²⁸⁵ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 161- concerning not buying more than two sextarios of grain

trecchi to purchase more during the months of August, September and October.²⁸⁶ The prohibition of these merchants from sending their grain to either the baker or the miller demonstrates the specialized function of the *granaiole*.²⁸⁷ Since the sale and transport of flour was generally free from regulation,²⁸⁸ a *granaiole* could easily convert his grain to flour and circumvent the restrictions on reselling mentioned above. The last direct regulations placed on the *granaiole* relates to the manner grain was sold. First, the statutes were prevented *granaiole* from selling fractions of a *staia*. This regulation is phrased in a roundabout manner, forbidding the fractions, but instructing the officials to prosecute only amounts that were less than a fourth of a *staia*.²⁸⁹ By doing this, quarter-*staia* amounts were de facto permissible, and the potential for fraud, through the use of deceptive measurements, was reduced. Related to this, the regulations required *granaiole* and anyone who transports grain in the city to use uniform containers.²⁹⁰ This set of regulations applicable to the seller of grain required these people to sell only grain they fully owned²⁹¹, prevented them from lending or borrowing grain for reselling²⁹²,

²⁸⁶ *Tractatus et materia Consulum Artium et Mercatorum*, Ibid.

²⁸⁷ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 162 – concerning not sending grain to a house of a baker. For millers, see Rubrics 205-213.

²⁸⁸ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 164 – concerning flour being sold in the piazza.

²⁸⁹ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 163 – concerning not selling small amounts of grain

²⁹⁰ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 166 – Conducting grain born from that and the piazza of grain in the commune of Florence

²⁹¹ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 160.

²⁹² *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 167.

prevented *trecchi* from purchasing more than two *staia* per day²⁹³, prevented *granaoli* from mixing their business with millers and bakers while freeing flour sales²⁹⁴, and established a set amount and containers for the sellers of grain to use.²⁹⁵

Another feature of the grain market that the Officials were loath to permit was grain hoarding. One effect of this would be to lessen the ability of grain seller to resell grain bought at harvest time to sell during other times at a great profit. One of the statutes intended to curb this was the prevention of grain sellers from sending grain to bakers and millers, deterring the tendency of these related industries to form vertical monopolies and manipulate the market. However, the primary aim of the Officials of Grascia in regards to the grain supply was to insure a stable market, with plenty for all. To this end, they permitted private persons to hoard a year's worth of grain for each person in their household.²⁹⁶ The statutes forbade any purchase and hoarding of this amount. The treatment of flour reflected the latitude given to private persons. As mentioned above, the Officials place no restriction on the amount or transportation of flour.²⁹⁷ As well, while a person could not take grain from the city, if the grain was destined for a miller near the city, outside its walls, the Officials can give license to a person for this trip.²⁹⁸

²⁹³ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 161.

²⁹⁴ *Tractatus et materia Consulum Artium et Mercatorum*, Rubrics 162, 164.

²⁹⁵ *Tractatus et materia Consulum Artium et Mercatorum*, Rubrics 163, 166.

²⁹⁶ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 165- concerning not buying grain greater than that expected to be bought for the family.

²⁹⁷ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 164.

²⁹⁸ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 156.

While regulating the business activities of the grain sellers might prevent monetary disturbances in the market, a quantity problem, the quality of the grain was also of interest to the officials. To this end, regulations were enacted that maintained the purity of the grain and the integrity of the measure. It was a crime to mix tares or any other non-nutritional substance into the containers of grain.²⁹⁹ Another implication of the separation of grain sellers from millers and bakers is that none of these could mix foreign substances into the grain without the knowledge of the consumer, making the maintenance of purity simpler, the burden of which would fall on the consumer.³⁰⁰ Concerning rotten food, such as grain, the Officials would lift the ban on food leaving the city. In order to maintain the integrity of the measurements used in the grain business, placing stones in with the grain, and watering the grain the statutes also considered a crime.³⁰¹ The proscribed use of containers and the restriction on selling a fraction of a *staia* further strengthened the integrity of the standard measures and discouraged sellers from defrauding their patrons.³⁰²

The final restrictions, most applicable to the city of Florence, sought to prevent grain from leaving the city. The first of these gave a blanket prohibition to all transport of grain from the city, with the possible exception of people who carried the grain out for the purpose of having it milled. This exception was only considered licet if the person

²⁹⁹ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 159 – concerning not sending tares in grain.

³⁰⁰ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 164.

³⁰¹ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 159.

³⁰² *Tractatus et materia Consulum Artium et Mercatorum*, Rubrics 163, 166.

carrying the grain first received a license to do so.³⁰³ The second regulation was similar to the first, but expanded the list of victuals that a person could not carry out. As well, this regulation mentions the possibility of rotten goods being legal to transport, but does not mention the necessity of a license to do so.³⁰⁴ The effect of these regulations was to sustain the flow of foodstuffs into the city, yet shield it from famine caused by speculative merchants who could take grain from Florence to sell elsewhere for a profit. When the Officials of the Abbundunza were active, which was not often, and city was under price controls, these regulations become essential.

The purpose of the grain regulations, enforced by the *Ufficio della Grascia*, was not to restrict the grain business, but rather to standardize its function, to make it regular in the truest sense of the word regulate. These laws, if properly enforced by the Officials, worked to benefit the citizens and discourage fraudulent behavior by the grain sellers. They did this by first, restricting seller's ability to manipulate the prices of goods through hoarding, reselling and creating vertical monopolies. Second, they insured the quality of the grain sold and upheld the standards of weight. Finally, they prevented food from leaving the city. One regulation trumped all other, a mandate to take any and all precautions to provide a sufficient food supply for the city of Florence.³⁰⁵

³⁰³ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 156.

³⁰⁴ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 158

³⁰⁵ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 157 – The officials of Grascia or the city or the piazza are able to provide over sufficient food

The Wine Trade

Andrea di Gherardo Casoli's lack of monetary gain from wheat production was more than offset by his profits from the sale of wine. The sales that Andrea actually recorded in the ledger amount to 447 *florins*. While Andrea might have saved himself between 272-340 *florins* through having his land farmed, the wines sales gave him actual cash with which he could do as he pleased. The development and maintenance of vineyards, as well as the harvesting of grapes, the casking, and the overall production of wine had traditionally been the provenance of the wealthier, or well capitalized, people. On the one hand, the social status conveyed by assuming the role of rural nobility served as a part of the impetus for an urban man to cultivate his own vintage. On the other, the possession of available capital to invest in a vineyard was a luxury that a poor rural landowner would rarely possess, but a wealthier urban man would often have sufficient funds available.³⁰⁶

The production of wine, though insufficiently detailed, appeared often throughout the ledger of Andrea di Gherardo Casoli. The only times that Andrea actually mentions the production of wine was during the contracts with Guido di Pietro and Jacopo di Viniano.³⁰⁷ Over the course of five years, Guido brought Andrea seventy-eight *cognio* of wine and Jacopo in one year brought four *cognio*. However, these deliveries did not

³⁰⁶ Duccio Balestraccia, *The Renaissance in the Fields: Family memoirs of a Fifteenth-Century Tuscan Peasant*, 75. Balestraccia, citing Imberciadore, *Vite e Vigna*, states that a full five years would transpire before a mature harvest could be expected and the time spent waiting for the investment to pay off was beyond what most poor landowners could afford. This is further supported by the assessment in "An Econometric Model of Farm Tenures in Fifteenth-Century Florence" Stephen Pudney, Francesco L. Galassi and Fabrizia Mealli *Economica*, New Series, Vol. 65, No. 260 (Nov., 1998), 535-556.

³⁰⁷ ASA, Fraternità dei Laici, AT, 3372, 31r, 17r.

correspond with the sales of wine, implying that Andrea worked to produce wine in a manner he failed to record in his ledger. The ledger's other entries, however, can shed light on Andrea's practice. The inclusion of a clause in Andrea's donkey for wood rental contracts which required the renter to ready the donkey for use *ad faciendum meas vendemias* from the years 1399-1402, which falls well before Guido started delivering wine, would have provided Andrea with the use of the donkey during the wine-pressing. As well, when Andrea began the planting of a vineyard in 1393, he employed a group of day laborers at the cost of twenty *lira*, eleven *soldi*. Once these men accomplished their task, Andrea has little use for them. The nature of wine production could be a labor-intensive process, but only for a short period, once a year. If Andrea had no workers for the majority of his ledger engaged in this wine production, yet he was selling this wine, someone else must have produced it. The possibility then arises that Andrea himself may have been involved. The short production time, not more than a few weeks, would have deprived Andrea of a relatively small amount of time and allowed him to engage in the process of making wine. The ledger does support this assertion, with the time Andrea takes off from his time in court in late August and early September. He did not specify why he was absent from court, simply writing *feriatus totus*, or idle all day. Though his daily ledger of court activity is not long, 1388-1393, each year in late summer, he recorded himself as being off work.

The sale of wine, which was noted above as totaling 447 *florins*, accounted for the largest source of income in Andrea's ledger, since the ledger did not include most of the money he earned as an advocate. These sales came in two waves, the first between 1390

and 1392 and the second between 1399 and 1402. During the first period, Andrea sold approximately forty-one *cognio* of wine for 307 *florins*. During the second, the sale of fifty-nine *cognio* only yielded a disappointing 140 *florins*. These price differences between the two sets of sale could certainly be a product of a varying grade of wine. However, a close examination of price fluctuations in this period, as conducted by Charles de la Roncière show that after the plague first began afflicting Tuscany, not only were prices more prone to fluctuate, but their average price also increased dramatically.³⁰⁸ These one hundred *cognio* did not correspond at all to the times when Andrea notes a delivery of wine. Other sales could certainly have taken place, but the other possibility is that Andrea's household consumed most of the wine that he produced. James C. Davis, when examining the Dona family, states, "the household consumed nearly sixteen litres (roughly twenty-five quarts) of wine a day."³⁰⁹ Although the Dona family was larger than Andrea di Gherardo Casoli's, the sheer volume consumed by this household, over twenty-two *cognio* of wine, gives context to Andrea's production and sale. Given, the Dona family was much wealthier and probably larger than was Andrea's, but this average consumption exceeds the average quantity sold per year by Andrea. The actual annual production of his lands would have been the amount he sold on average, fifteen *cognio*, plus the consumption of his household. Assuming Andrea's household

³⁰⁸ De la Roncière, *Prix et Salaires*, 129-137. Of the 100 years examined by de la Roncière, the last 30, 1350-1380 saw the greatest fluctuations, and during two years, he does record prices exceeding those seen in Andrea's ledger, 1352 at 42 *lira/cognio* and 1369 at 41 *lira/cognio*.

³⁰⁹ James C. Davis, *A Venetian Family*, 49.

consumed half the amount that the Dona did; the total annual production would average twenty-six *cognio*.³¹⁰

Because of his involvement in the wine trade, its production and sale, Andrea was able to secure a return on his investments and a reliable supply of wine for his household while concurrently adopting the guise of a petty rural noble. All these reasons, profit security and respect, sufficiently explain Andrea's reasons for actively venturing into the wine trade. The planting of a new vineyard in 1393, his absences from work during harvest season, and the creation of contracts that helped in the production all demonstrate Andrea's attentive involvement in the production of his wine.

The Florentine statutes regulate wine less stringently than they do grain. However, the statutes gave jurisdiction over both to the Ufficio Della Grascia with the intent of standardizing the industry, the aim being to provide quality goods efficiently for the citizen of Florence and its dominion. These regulations were not as stringent because the writers considered grain more fundamental to the survival of Florentine citizen and wine important, yet ancillary to the nutritive requirements of people. While wine did supply a significant portion of a worker's daily caloric intake, some 500 per bottle, bread and other grain products, augmented by a small meat ration, would provide over half the daily intake. Additionally, wine had and still has many different levels of type and quality, each fetching quite varied prices. Grain on the other hand was predominantly wheat, which was uniform from seller to seller. While there had once been levels of

³¹⁰ This amount, at the low price of two *florins* a *cognio* and a time period of twenty-two years would be 1144 *florins*, at the highest price in the ledger, eight *florins* per *cognio*, 4576. Somewhere between these amounts is probably where the actual total productive value lies.

preference in grain, between wheat, oats, and rye, nearly all urban and most rural consumption had settled on wheat – seeing rye and oats as unacceptable. These differences caused wine to be regulated in a drastically different manner than grain.

The regulations set the time for the making of wine (*vendemiare*)³¹¹ eight days into the month of September and allowing anyone to sell wine after this time. At this time, agents of the Ufficio Della Grascia would be available to place the seal of the Podestà on the barrels. The statutes allowed certain vineyards to press their wine earlier, those working the varietals: *trebbiano*³¹², *secchiano*³¹³, *muscadello*³¹⁴, *vernaccia*³¹⁵, *greco*³¹⁶, or any other white wine. However, the wine produced by these varietals could not receive the seal of the Podestà until after 8 September, since there was no agent to affix it.³¹⁷

Like grain, the maintenance of measurement standards was a fundamental part of the regulations enforced by the Ufficio Della Grascia. When the statutes began explaining the measurements, the purpose of the seals became apparent. First, the principle unit of liquid measure in Florence was the *cognio*, which is about a hundred gallons today. The

³¹¹ This verb means: to vintage, to gather grapes, to make wine, to gather in wine harvest. Florio.

³¹² A very expensive wine.

³¹³ Probably a very dry wine, from *secca*

³¹⁴ Literally a musky wine, probably mulled.

³¹⁵ A kind of strong wine like *malnesia* or *mukdine* or bastard wine. (Florio)

³¹⁶ This one is self explanatory, greek, or greek style wine.

³¹⁷ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 268 - Concerning the time of winemaking.

statutes then divide the *cognio* into ten *lagenae*. One could transport a *cognio* in five *salma*. Now the *salma* was a standard weight and volume measure, but in this instance, the *salma* represent a load fit for an ass or a horse. Since an ass or a horse would require a balanced load, it would carry a barrel on each side. A barrel was equal to a *lagena*, which was equal to a tenth of a *cognio*. The statute states this thus: “quod quaelibet salma contineat duas lagenas in duobus barilibus signatis, ut moris est, signo communis.”³¹⁸ The barrels, each of one *lagena*, each must have a seal affixed to them after they the vineyard filled them with wine but before they shipped the wine to market. Thus, the statutes instruct the agents of the Ufficio Della Grascia, simply called the *signatores*, to have with them an accurate measuring stick (made of either bronze {*aeream*}, or iron {*ferream*}) and to measure the barrels before they affixed the seal to the barrel. As well, the statutes obliged the Podestá and the rectors to announce the coming of the wine making time, presumably for preparing barrels and their measuring. The purpose of these *signatores*, and their seal, was to make certain a standard volume of wine, preventing fraud through shorting the consumer. Additionally, any barrel that the inspectors found less than a *lagena* in volume was invalid, could not receive a seal, and would be unusable for wine.³¹⁹

One of the more interesting, for the economically minded, regulations concerns selling or buying new wine (*mustum*) for an indeterminate price. This might seem a

³¹⁸ The fact that any *salma* contains two *lagenae* in two sealed barrels, that is customary, by the seal of the commune.

³¹⁹ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 269 - Concerning *cognio* of wine and that *cognio* are ten *lagenae*.

pointless regulation, since one would think that no one would buy or sell wine without establishing a price. However, the thrust of this regulation was lost in translation; by new wine, *mustum*, the regulators are targeting wine speculators, who would promise to buy wine without seeing or tasting it, since the vineyard had not yet produced the wine and the market had not set a price. If this system remained unchecked, the buyer would have completely circumvented the market. As well, the buyer would be guilty of reselling and thus manipulating the market. Two provisions supported this; first, that this law should be announced once a year in the month of July; since this is two months before the wine pressing time, it would also be the time when speculators would be attempting to convince producers to enter such an agreement. The second important provision that supports this states that the Ufficio della Grascia would hold the buyer of the wine to twice the penalty for infraction,³²⁰ since he would have bought the wine first, then sold the wine. By this person twice engaging in business illicitly, the courts held him to twice the punishment.³²¹ This fascinating type of regulation prevented ambitious merchants from thwarting the legitimate market and manipulating prices by controlling the supply base not by ownership, but through contractual agreements.³²²

³²⁰ A single infraction was 25 *lira* per infraction and the accuser was afforded a quarter of this amount.

³²¹ The language use here is confusing, since the original buyer would become a seller in the market, it is written: “*in eo casu venditor habeat duas partes illius pretii, quo cum vendiderit aliud venderetur.*” Literally, in this case the seller holds two parts of this penalty, since he sold to another to be sold. Confusing, but the body above does a better job explaining it.

³²² *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 270 – Concerning not buying or selling new wine for an indeterminate price.

The statutes mandated that all wine that people transport must be in a barrel, which was similar to the grain regulation³²³ forcing grain to be sold and shipped in containers. This regulation, while not attempting to keep people from taking wine to the market cupped in their hands, did attempt to enforce the standards of the measured and sealed barrel. This statute required that the seal be the image of the arms of the *Podestà* of the city.³²⁴ The penalty for transporting a barrel without one of these seals was set at forty *soldi* per infraction. This statute also lists the established price range for barrels. The barrel maker was to sell a new barrel for twenty *soldi* at the most, and used barrels at not more than nine *soldi* per. The penalty for this infraction was twenty *soldi*, of which the accuser received half. Finally, barrels full of wine (or oil) that people transported into the city of Florence and did not bear the seal of the *Podestà*, the law banned. This infraction bore the hefty fine of twenty *lira* and the *Ufficio* would uphold, even if the person had paid the *gabella* on the barrel.³²⁵

The last entry concerning wine and its regulation dealt with the smaller *semilagena*, which the statutes set at a quarter of a *lagena*. Vendors would have used this smaller measurement in the market, where they would divide and sell the larger barrels, measuring one *lagena*. Since a *cognio* was a hundred gallons, a *lagena* then ten gallons, a *semilagena* would be two and a half gallons. A person would have transported this

³²³ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 166

³²⁴ This says: *potestatis dictae civitatis*, but does not give an indication to which city the *dictae* reflexes to. Perhaps this is meant to give leeway to the *Podesta* of each major city, so the *Podesta* of Arezzo, while Florentine, would provide seals for wine destined for the Aretine market.

³²⁵ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 271 – Concerning not carrying wine unless in barrels.

smaller quantity from the market to the purchaser's house than a ten-gallon *lagena*. The statutes require sellers and buyers alike to conform to this standard measure, bearing a penalty of twenty-five *soldi* per infraction. These standards were to be heralded twice a year, in the months of July and January.³²⁶

The regulation of wine in Florence focused more on the standardization of containers used than on the intricacies of the wine business. For the most part, statutes instruct the *Ufficio Della Grascia* to address the infractions of an incorrect barrel size than problems with hoarding or price manipulation. The one statute regulating pricing prevents a merchant from establishing a purchase agreement before the vineyard actually produced the wine. This may have been a problem, but this one regulation is rather tame compared to the stringent oversight endemic in the grain business. The use of seals bearing the arms of the *Podestà* represented an attempt at a centralized standardization of the units of volume, which carried the legitimacy of the state and its function as regulator of the market.³²⁷

The Wood Trade

Andrea's ledger contained many entries of wood delivered to him. Sadly, these entries contained little that could indicate the purpose or uses Andrea had for the wood. The wood, totaling 318 *salma* in 127 entries, donkey renters delivered in the years 1399-1410 at an average rate of thirty *salma* a month. Andrea indicated in the contracts that the

³²⁶ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 272 – Concerning signed *lagenae* and *semilagenae*

³²⁷ This trend, which did not take off in Italy until the adoption of the metric system would become one of the trademarks of the developing centralized state.

donkey renter should place the wood at the side of his house, but Andrea made no mention of the wood's sale or other use. Most likely, the Andrea would have used the wood for fires, since that was an omnipresent need, for either cooking or warmth. Other remotely possible uses Andrea could have had for the wood include construction materials, although buildings were made primarily of plaster and rubble and this usage would have fallen under the Aretine Guild of the Masters of Wood and Stone, furniture making, which would have required more specificity in the acquisition of the wood, and barrel staves, also required a specific wood.³²⁸ Andrea mentioned none of these uses or their required crafts in his ledger, which makes any guess as to the wood's use difficult. However, in one instance, with the employment of Jacopo di Viniano, Andrea purchased two thousand poles (*duo milia palorum*), apparently wooden, for the tying-up of vines. While the wood Andrea received the deliverer deposited at his house and not at his farms, there remains at least a small possibility that the wood was stored at the house in Arezzo, and then taken to the farm for its use. Attaining prices for the wood as a way of judging the value Andrea received has its own set of difficulties. The unit of measure, the *salma*, simply means a load, specifically a donkey load. Given the fact that different donkeys can carry different loads, this measure could vary widely. As well, the best source for wood prices, Charles de la Roncière's *Prix et Salaires*, prices wood based on the measure of a *catasta*,³²⁹ which is literally a stack (the other use of this word being the *Catasto* a tax

³²⁸ Alessandro Del Vita, *Gli Statuti Medioevali Aretini dell' "Arte" dei Maestri di Pietra e di Legname*, (Arezzo: Dalla Casa Vasari, 1930).

³²⁹ Ronald Zupko, *Italian Weights and Measures: From the Middle Ages to the Nineteenth Century*, (Philadelphia: American Philosophical Society, 1981), 88 states that the *catasta* was a "cord of

survey conducted when needed). What de la Roncière does include are prices using this measure of ten *soldi* per *catasta* in the decade leading up to Andrea's ledger.³³⁰

Nonetheless, Andrea actively engaged in the acquisition of wood, a primary indicator of his interest in securing a reliable source that he used for eleven years.

While wood (*ligna*) was not a consumable commodity, like wine or grain, it still holds an important place in Renaissance households and markets. Without wood, the transport of wine and processing of grain would be impossible; bread would go uncooked, wine uncasked. Because the production of wood as a marketable commodity required far different methods than growing grain and fermenting wine, the regulations governing wood are quite different. The production of wood was primarily the task of extracting the wood from the land and delivering it to market. Excepting the Venetian attempts to conserve wood for their galleys, organized timber farming was uncommon in the pre-Modern age³³¹. Thus, people took most of the wood from preexisting wooded areas, not necessarily classifiable as a forest. The primary uses for wood in Renaissance Tuscany were for cooking, heat, and building materials. The first two of these were simply the use of the wood for burning which requires little regulation. The last is a bit more complex; the use of wood as a building material has multiple aspects, the two most

wood, stack, floor or stage for fruit, tier a stage on which slaves were exposed for sale." In Florence, the *catasta* was 3.578 cubic meters or 18 *braccia* and 4.771 cubic meters at Arezzo et al.

³³⁰ De la Roncière, *Prix et Salaires*, 223-224.

³³¹ Karl Appuhn. "Inventing Nature: Forests, Forestry, and State Power in Renaissance Venice". *The Journal of Modern History*, 72, 4, (2000), 864-868 and "Politics, Perception, and the Meaning of Landscape in Late Medieval Venice: Marco Cornaro's 1442 Inspection of Firewood Supplies," in *Inventing Medieval Landscapes: Senses of Place in Western Europe*, edited by John Howe and Michael Wolfe (Gainesville: The University Press of Florida, 2002), 70-88.

prominent are its use by the construction industry and the crafting of wooden objects, such as furniture and barrels.³³² With these two industries, the quality of the wood rather than sheer quantity could dictate the market and necessitate its regulation. A secondary issue, which was incendiary, had caused building construction to rely more on bricks and plaster than on wood, and was fires in the city.

To standardize the sale of wood, Andrea used the general measurement of a *salma*, which literally translates as a load, carried by a pack animal, such as an ass. Since a Tuscan could use all manner of animals and carts to carry wood from its source to the consumer, this measurement had to have some reference outside of the simple ass load. The statutes address this for the sake of the bakers, who would be one of the foremost commercial users of wood in the city.³³³ The Ufficio della Grascia held the sellers of wood to make the length of the wood one and half *braccia*, with the total weight of the wood being two hundred *lira* heavy in order for the load to count as a valid *salma*. By doing this, people could establish prices and deliveries made to the bakers without a disturbance in the supply of wood. Additionally, this gave the bakers legal recourse if they believed themselves defrauded by diminished loads. This particular statute was

³³² Goldthwaite, Richard A. *The Building of Renaissance Florence: An Economic and Social History*. (Baltimore: Johns Hopkins University Press, 1980), 237-239.

³³³ Private persons would purchase wood to heat their homes, or bake their own bread. Other urban uses of wood would have been building construction, using large timbers as load-bearing elements of the structure, but this would certainly have been a selected by the builder and not hauled on the back of a donkey. The other main usage of wood in construction was to fire the kilns, baking lime in the steps to making plaster, which replaced wood as the primary building material. These kilns would have been located away from the city and near their supply base, since the supply was cheap and heavy, transporting it could not have been cost effective and the danger of having more and very hot fires in the city was undesirable. Furniture and barrel making would have also required wood, but the dimensions and quality would have been subject to the crafters demands and the business probably conducted near the suppliers, well outside the city.

directed at the bakers, since they are the one urban industry that purchases wood, not on a basis of quality, but on quantity.³³⁴

The Florentines considered the reselling of any product in bad form, since it would lead inevitably toward a manipulation of the market and prices to the benefit of the reseller and the detriment of the consumer. The statutes held wood and charcoal sellers to the same standards as the rest of the market with a small exception that reselling was limited to two *salma*, though the statute did not mention the constraints on this exception. A further and unexplainable exception was for construction workers, which the statutes allowed to resell without limits except for charcoal at one hundred *lira*. A possible reason would be resale after a construction project had ended, leaving the builder with wood from scaffolding or construction surpluses.³³⁵

Contrary to the regulations on grain, which attempted to centralize the sales of grain in the Piazza del Grano, the regulations forbade wood sales or purchases in the streets or in the Piazza Nova,³³⁶ or in the places around these. As well, no one was permitted to hold wood in these places, even if no one was buying or selling it. The prohibited goods included poles, wood and charcoal and the prohibition extend to carts both big and small. There could be two vitally important reasons behind this regulation: the first was the fear of fire, since concentrations of dry wood or charcoal in the middle of

³³⁴ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 252 – concerning the measure and weight of wood

³³⁵ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 253 – Concerning not buying wood or charcoal for the cause of reselling it.

³³⁶ This may be a specific location, or a newly paved area, or have some entirely different connotation I simply cannot comprehend.

a city or the narrow streets invited an inferno. Second, wood was inherently a bulk good with a low cost to weight ratio; thus, the amount of space that the stores of wood would occupy would present an obstruction to the flow of traffic and the efficient conduct of business.³³⁷ The penalty for violating this law was five *lira* and this particular statute includes the addendum that if anyone paid the penalty to the *camera* of the commune, the *camera* cancelled the penalties.³³⁸

The last statute regarding wood essentially liberalized the industry; giving all people the right to sell and buy wood that were born into the city as long as they are not either a *treccha* or a *pagliaiolis*. Forbidding these two occupations from engaging in the sale of wood might relate to the banning of the sale or holding of wood in the streets, since these people were engaged in sales in the street. While this was a sweeping statute, it did reemphasize the importance of complying with the provisions of the preceding statutes in all regards. The final provision in the statute was the penalty, a hefty one hundred *lira*, for people molesting or disturbing the importation of wood. This provision reinforced consumer confidence in the regularity of the supply of a vital commodity.³³⁹

³³⁷ Imagine the confusion during the markets busiest seasons with massive stacks of wood intended for the homes and businesses of the forty or fifty thousand Florentines, combined with the hundreds of pack animals trying to reach the market, heavily laden with exotic and banal goods. The potential for traffic jams and public disorder would be significantly heightened without this regulation.

³³⁸ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 254 – Concerning not selling poles, wood, or other things in a new market.

³³⁹ *Tractatus et materia Consulum Artium et Mercatorum*, Rubric 255 – concerning anyone is legal to carry wood and poles for the purpose of selling in this manner so that he will please to him provided that he is not *treccha*.

Wood, being an ancillary commodity to the more important wine and grain, the regulators regulated in accordance with this importance. Some of the fundamentals of regulation exists in the statutes which are also applied to the other commodities, such as the prohibition on reselling, the creation of a standard weight and measure and provisions for public safety. However, once the rudiments of regulation are in place, the business of producing, transporting and selling wood the regulators left to the market. The fundamental reason behind this, excepting the relative difference to wine and grain, was the nature of wood production combined with the diversity in the needs of the industries clients. Wood was a natural resource that was present throughout the world, much less Italy. Most land not cleared and continuously farmed or otherwise occupied will become forested. Thus, the largest part of procuring wood was the labor expended during extraction, leading to a low price and little scarcity. While volume was not an issue, the quality of the wood produced was for many people who used the product. However, the people for whom quality was paramount were able to go directly to the producers, obviating the need for regulation, since these actions would have little consequence for the commune's populace as a whole. The general populace tended to buy the bulk wood, used for its heat producing properties. This did not place a great strain on the production and transportation infrastructure, thus the statutes do not regulate the business heavily.

Livestock

Living farm animals as used by Andrea are not a commodity per se. Rather, Andrea treats them as strictly property. Livestock is one of the most varied of the section in this chapter; with the two most agriculturally useful species being cattle (*bovi*) and

donkeys (*asellae*, *someria*) but also the ledger also includes chickens (*pullae*), pigs (*porcae*) and ponies (*mannuli*, *polledra*). The dominant two species, cattle and donkeys, Andrea exploits as he would any investment capital. As well, the livestock had a secondary purpose as a tool to augment his other investments. To clarify, one can see the purchased cattle or donkeys as a revenue generating investment when added to an initiated contract. A *mezzadria* worker, sharing half his crop, would produce a larger share if the available tools, the livestock, were present. Additionally, a sharecropper who did not have tools or livestock of his own would be drawn to the *mezzadria* that best equipped him to work a productive farm. Thus, the inclusion of these animals served as an investment in lieu of cash payments.

The five-year labor contracts, addressed in chapter four, contain most of the references to cattle and their agricultural usage. The first of these, with the Angeli brothers, did not include cattle, but instead grants a loan to the brother in the amount of twenty-three *florins* of gold, one *lira* and eight *soldi*. The following account, with Guido di Pietro, included a corresponding amount, twenty-six *florins*, but this amount was the estimated value of a cow and a donkey, not a cash loan to Guido. Knowing this, the initial loan given by Andrea to the Angeli would have been for the purchase of farm animals, and the same value that Andrea initially lent, the brothers would have returned to Andrea at the end of the contract.

The animals lent to Guido, the twenty-six *florin* cow and donkey, were retained by him at least until the end of the contract.³⁴⁰ However, near the end of the contract in

³⁴⁰ ASA, Fraternità dei Laici, AT, 3372, 31r.

May of 1405, Andrea bought another cow for nine *florins* from Paulino di Pietro da Abbazia.³⁴¹ While Andrea did not directly state in the ledger that the previous cow died on Guido's watch, he did not hold the new cow as a new loan that Guido would have been held to repay, leading to the conclusion that this new cow was a replacement for the previous cow.

Seven months after the purchase of this new cow, the contract with Guido terminated and Andrea entered a contract with Ceccho di Giovanni. In this contract, Andrea instructed Guido to hand over a cow to Ceccho, and estimated the cow's worth at eleven and a half *florins* ("quos predicta extimatione rehabuit et recepi a dicto Guiducio macagnoli et tradidi dicto Ceccho"). If this was the same cow, bought seven month prior, Andrea valued the cow, at least for the purpose of the contract at eleven and a half *florins*, two and a half more than he paid before. The last purchases Andrea made were in January of 1408, when Ceccho bought back a bull and a cow, for the prices of seven *lira* for the bull and eighteen *lira* four *soldi* for the cow. Between the transfer of ownership and the last purchase, Andrea and Ceccho recorded the sale of four cattle, with three different buyers named and one unnamed. These sales totaled forty-nine *florins*, the payments being seven, ten, twenty-one and eleven *florins*. The people who purchased these cattle Andrea named as Antonio di Franona, Guerruccio da San Giovanni and Meo da Arezzo, with the person who paid twenty-one *florins* for a cow going unnamed.³⁴² These sales and the repurchase of the two cows, signify that at least during Ceccho's

³⁴¹ ASA, Fraternità dei Laici, AT, 3372, 46r.

³⁴² ASA, Fraternità dei Laici, AT, 3372, 52v, 53r.

contract, Andrea was more involved in the purchase and sale of livestock than the previous contracts indicated.

Andrea and his contracted workers would have certainly used the cattle to their benefit. Workers would have used Cattle for several purposes on the farms, though Andrea did not specify usage in his ledger as he does for donkeys. Cattle, or oxen, made excellent plow animals, second only to the more expensive mule. The need for plowing on a farm is apparent and Andrea listed no other plow-ready animals in the ledger.³⁴³ A person could use Cattle as well to haul goods to market, but they were slower and inferior to the much cheaper donkey. The final three uses for animals were milking, eating or selling. Any of these could have been exploited by Andrea and his workers and the last, selling, most certainly done, though Andrea's involvement in the trade may not have begun with the purpose of selling cattle.

Andrea's involvement with donkeys was more direct, in that most of the contracts involving donkeys concern the renting of the donkey with a rental payment in deliveries of wood. While Andrea did not name the donkeys in these contracts, he maintained two contracts more or less continuously, which meant that Andrea owned at least two donkeys. In the first two such contracts (November and December 1399), Andrea calls the first donkey white (*assellum bianchi*) and the second white (*assellum negri*).³⁴⁴

During the continuing contractual state that Andrea maintained for these donkeys, he also

³⁴³ Horses could be used to plow, but they did not have the endurance of cattle or donkeys. Donkeys could not be used to plow, since their temperament does not suit the plow and they lack the strength. Mules were superior to cattle, since they had the strength of horses and the endurance of a donkey and could plow faster than cattle, though they could retain a donkey's temperament.

³⁴⁴ ASA, Fraternità dei Laici, AT, 3372, 26r, 26v.

had included in the five-year, *mezzadria*, contract with Guido di Pietro a donkey as a loan in addition to a cow. Thus, during at least the time in which Andrea and Guido were in contract, Andrea owned three donkeys. The primary purpose of donkeys was to transport goods from one place to another, which was certainly Andrea's intent with the rented donkeys, since their leaser used them to transport the rental payments of wood to his house. While Guido could as well used the donkey given him for this purpose, since Guido did deliver both wine and wheat to Andrea, the secondary use of the donkey may have been draw upon – supplying power for a mill or press.

The estimated prices of the donkeys, the amount indicated in the contracts, ranged from three to six *florins* over the course of these rental contracts and correlating monthly rental payment in wood accompanied them. Of note, Andrea estimated the black donkey at a higher price (four and a half *florins*) than the white donkey (three and three quarter *florins*). This simultaneous difference in estimated price one can attribute to the same factor as the variation in prices for all of the donkeys – the value of an animal was not universal, since not all animals were or are created equal.

Andrea di Gherardo Casoli's involvement with livestock stemmed not from a specific aim of animal husbandry, but as an ancillary part of his overall commercial ventures. The involvement with cattle originated in the ledger as an extension of his *mezzadria* contracts. The inclusion of cattle could have incentivized signing a contract with Andrea. The later purchases and sales of cattle through Ceccho di Giovanni demonstrate a flexibility as Andrea shifted his focus to another agricultural pursuit, which grossed Andrea some fifty *florins* in the last few years of the contract. Andrea's use of

donkeys, their rental and the relation of the rent directly to the subject of the rental is fascinating. By attaching a rent of the delivery of wood, Andrea was able to secure a source of wood while making the person renting the donkey capable of fulfilling his rent and with the small bonus of being able to observe the condition of his property each month.

Conclusion

The function and regulation of commodities explored in this chapter demonstrate the utility of Andrea's commercial ventures. From the use and regulation of each, certain distinct trends emerge. Each commodity was marketable, that is to say that there existed an open forum for interpersonal exchanges and that a monetary value was affixed to the commodity, varying over time. The variance, which either an actual or anticipated dearth or a glut in the market could cause, would have created no small disturbance in a household's finances and their planning for future finances. By securing a source of the commodities that circumvented the conventional market, Andrea di Gherardo Casoli was able to insulate his household from these disturbances. Since the production of the commodities included here required far fewer steps than more sophisticated goods, Andrea was able to control the entire soil to mouth cycle. In production that was more sophisticated this was far more difficult, because the more complex the production cycle, an economy of scale with a larger division of labor would be necessary. The size of a household determines what a person can and cannot secure in this manner. The commodities in this chapter, wheat, wine and wood, were all consumed in larger

quantities than any other product, except perhaps clothing (which required one of the longest supply and production chains).

The hierarchy of usage for these commodities, and those that drove Andrea to produce them began first with household consumption. With a volatile market, demographic upheaval and political uncertainties, securing a stable supply of necessary goods was paramount for a member of the urban elite like Andrea. Other means for securing the supply of commodities were available to Andrea, such as hoarding when prices were most favorable, or establishing a rate of sale with a vendor or other distributor. The second usage of these commodities at partially explains the reason Andrea chose to involve himself in the business and secure a supply by himself. The largest source of income included in the ledger comes from the sale of one of these commodities, wine. By selling the unconsumed part of the commodities, Andrea increases his income and offsets the cost of the farms. Andrea may have sold wood and wheat in addition to the wine, but even the total quantity of wheat produced, if Andrea had sold it, would not have equaled the 447 *florins* he received from selling wine. Since Andrea does not always list every yield every time, assessing this amount as compared to the whole produced is somewhat difficult. Nonetheless, these profits were substantial; if retained as household wealth, they would have exceeded the average wealth for Aretine lawyers in 1427 (315 *florins*).³⁴⁵ As well, the value gained by Andrea from the farm production, the over-all value of wheat, wine and wood his household consumed plus the amount sold, served as a return on his capital investments.

³⁴⁵ Herlihy and Klapisch-Zuber, *Tuscans and Their Families*, 128-129.

The final use for the commodities produced was a means to improve Andrea's status in his community, both rural and urban. Andrea's involvement in agricultural commerce gave him a connection with the people living there. This connection certainly led to his recurring employment by the syndics of the small communities throughout the *contado*. While Andrea rarely mentioned anything about the people he sold wine to, one of the entries involves a man named Jacopo who was a tax collector (*gabellarium*) from Florence. This type of connection could have proven quite useful to Andrea, though little other information about his involvement with Jacopo was included. The other way Andrea could have improved his social standing was through the wheat lending in which he heavily engaged himself. The commodities included in this chapter Andrea used with different effects and different aims. By securing a stable supply of goods, Andrea provided for his household; by selling his wine and producing goods for his household, Andrea generated a return on his capital investment; by involving himself in rural industry and by lending grain to those in need, Andrea improved his status and standing in his community.

CHAPTER VI

CONCLUSION

This study examined the ledger of Andrea di Gherardo Casoli and found that, while a lawyer, he was also a father and a savvy businessman. Andrea worked to provide his family with an improved fortune, both social and financial. While much of this study examined in detail the intricacies of Andrea's involvement in agricultural commerce, the aspects of his personal and professional life should not be overlooked. The methods and motivations that comprised a person's actions can tell us a great deal about who that person was. The primary point of contrast contained in this thesis is between Andrea as a lawyer, the zenith of professionalism and occupational specialty, and Andrea as petty rural capitalist, engaging in diverse investments and partnerships. These two, seemingly irreconcilable aspects of public life Andrea blended in seamless fashion as he pursued his aim: the advancement of his family's wealth and the improvement of its social standing. Chapter two examined Andrea's family, as recorded in his ledger. The Casoli family received the benefits of Andrea's efforts often, evident in the generous sums Andrea paid for early childhood care. Chapter three explored Andrea's professional life and showed the importance of regimen at court, and the influence of state functions upon the court schedule. The chapter showed the relationship between *cittadini* and *contadini*, when Andrea thirty-seven hires by town syndics to represent their legal affairs. Chapter four addressed why multiple methods Andrea used in maintaining and expanding his rural investments through a diverse system of contracts between himself and rural workers.

This diversity itself is remarkable, in that it almost defies categories and demonstrates the difference between the economy as conceived by economic historians and the economy as it actually occurred in the fields and market. The final chapter examines the subject of Andrea's contracts, the commodities, on their own and in light of the Florentine statutes. These commodities allowed Andrea to both secure a steady supply of goods for his family and avoid some of the legal constraints placed on Arezzo by Florence. While this thesis does not presume to be a biography of Andrea's life, it does recreate the economic and social framework that surrounded his life. As such, this thesis shows the importance that family, social standing, and the security of wealth, held for a man of the Renaissance.

This thesis holds several themes that can be of use to the study of history, especially that of Renaissance Italy. The nature of this thesis, as a case study in the life of a Renaissance man, allows many avenues of study, in particular its economic and social aspects. The contrasting professional life and agricultural business, mentioned above, shows an early stage of development towards the completely specialized professional. While Andrea might have attained higher social rank because of profession instead of hereditary title, he still harvested his own grapes and pressed his own vines. As well, this calls into question the extent of urbanization during this period. Although Andrea lived in the city of Arezzo, could he be considered fully urbanized? The connection many people, particularly wealthier ones, often have with the countryside is a theme that continues to this day. Andrea might have actually maintained his vineyards for the sole purpose of remaining connected to the soil, retaining the character of the yeoman farmer, while at the same time emulating the petty rural nobility.

Personally, the question that arose from this study was, why did Andrea not become a humanist writer? He certainly had the education, the wealth, and the location. Arezzo produced far more than its share of famous humanist, perhaps the two most famous, Leonardo Bruni and Petrarch. Some of the aspects of his ledger may hold an answer to this question. Both Bruni and Petrarch left Arezzo, Bruni to pursue a legal and political career in Florence and Petrarch to find patronage in the courts of Italy. Andrea never left Arezzo, and was perhaps kept there by the family and investments explored in this thesis. While in this light, the very virtue that this thesis extols in Andrea, careful maintenance and investment of familial wealth for his family, seems less appealing. Perhaps it was Andrea's own fear of failure that kept him seeking a career in Florence, where he would certainly have earned a higher salary.

The value of a study such as this, much like the ledger from which it came, cannot be immediately known, since each reader will approach it seeking different things. Originally, the I hoped ledger was a financial recording of Andrea's legal fees and costs. While some of that information the ledger contained, much more information pertaining to Andrea's life as a businessman emerged. Since social and economic history covers so many aspects of life, and the subject of these histories existed in an organic state, any study risks either focusing on one aspect to the detriment of intrinsically related periphery topics, or trying to integrate all possibly related parts into a coherent whole, while doing a disservice to all. I hope that this study avoided those pitfalls by allowing the source to dictate parameters and pursuing each facet of Andrea's life relative to the attention they deserve.

This thesis, as a completed work, has a few flaws that open topics for further investigation. The central theme, Andrea working to maintain and improve the fortunes, both social and financial, of the Casoli family cannot be fully assessed without more information on the outcome of Andrea's efforts. Contained in the Archivio di Stato di Arezzo in the archives of the Fraternita dei Laici, are six ledgers, deposited there by Andrea's son Antonio. Once I have studied those, and applied analysis as I have in this thesis, a much better picture of the Casoli family, at least over two generations, should emerge. Hopefully, the same farms that Andrea employed men to work, Antonio continued to maintain. As well, Antonio's matriculation into the Fraternita dei Laici, or records of him serving in the Aretine government would show a continuation of the Casoli developing and improving their social status in Arezzo.

The second direction I could take this thesis would be a return to the original hopes of recreating Andrea legal cases and fees. By using the court records contained in the Archivio di Stato di Arezzo, a correlation between the schedule of court appearances and Andrea's actual business in court could be attained. The most ambitious prospect would be a combination, where Andrea's professional life would equal in detail his commercial life, to which could be added Antonio's professional life as a wool merchant and his rural life, following Andrea's example.

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