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Precarial Contracts Between Members of Different Social Groups

Let me begin with some preliminary remarks, first of all about the *precaria*. This was a loan of land in the early Middle Ages, not dissimilar to a land lease, in which the lender gave a part of his property to a lessee. The *precaria* goes back to the late Roman *precarium*. A *precarium* was granted as a loan free of charge, revocable at any time. It seems mostly to have been used to lend movable goods such as books, horses, slaves and the like. The act of transfer was referred to as a benefaction, in Latin *beneficium*.¹

The act of lending had already been extended to immovable property (to real estate in modern terms) in the western parts of late Roman Empire. Large landowners settled *coloni* on their estates in this way. The *precarium* became an instrument in relations of dependency in addition to or besides a patronage. The *coloni* were not necessarily destitute. Some had their own landholdings with full property rights, which they continued to cultivate as lessees under the protection of the lessor. In this way, they evaded taxation both on themselves and their former property. That loan of land was not free of charge. Initially, the term of five years was set.²

¹ Hans von Voltolini, "Prekarie und Benefizium," *Vierteljahrsschrift für Sozial- und Wirtschaftsgeschichte* 16 (1922): 259–306, here 271–72; Ernst Levy, "Vom römischen Precarium zur germanischen Landleihe," *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte, Romanistische Abteilung* 66 (1948): 1–30; Claudio Sánchez-Albornoz, "El precarium en Occidente durante los primeros siglos medievales," in Claudio Sánchez-Albornoz, *Estudios sobre las instituciones medievales españolas* (México: Universidad Nacional Autónoma de México, 1965): 521–46; Barbara Berndt, *Das commodatum. Ein Rechtsinstitut im Wandel der Anschauungen – dargestellt anhand ausgewählter Einzelprobleme*, Europäische Hochschulschriften 2, 4138 (Frankfurt am Main: Lang, 2005): 55–459. For the continued existence of, and differentiation between, late antique mutual contracts such as *locatio conductum*, emphyteusis, or *libelli* in early and high medieval Italy, see Frank Theisen, *Studien zur Emphyteuse in ausgewählten italienischen Regionen des 12. Jahrhunderts: Verrechtlichung des Alltags?* (Frankfurt am Main: Vittorio Klostermann, 2003): "Neben der Emphyteuse gab es in der ausgehenden Antike und im Frühmittelalter weitere Pachtinstitute, die nicht mit ihr übereinstimmen" ("There were other, and different, late antique and early medieval types of lease institutions in addition to emphyteusis," 45); "Diese Unterscheidungen waren auch für die mittelalterlichen Juristen von Relevanz, als sie sich mit den für sie neuen Rechtsquellen wissenschaftlich auseinanderzusetzen begannen" ("These distinctions were also relevant to medieval jurists when they began to study legal sources that were new to them," 47).

² For similarities between some late antique *coloni* and early medieval *precatores* (precarial lessees) see Oliver Schipp, *Der weströmische Kolonat von Konstantin bis zu den Karolingern (332 bis 861)* (Hamburg: Verlag Dr. Kovač, 2009): 455–57; Jens-Uwe Krause, *Spätantike Patronatsformen im Westen des Römischen Reiches* (Munich: C.H. Beck, 1987): 254–63; Theisen, *Studien zur Emphyteuse* (n. 1): 14–47.

The lease period remained unchanged in early medieval *precaria*, as did the concept that the lessee was making a request and the lender granting them a favor. The noun *beneficium* is mentioned in the documents, as well as the verb *beneficiare*.³

That is why the Latin word *precaria* is often translated into English as “precarial grants”.⁴ However, the grant itself was only a small part of a precarial record. The document as a whole is always referred to as *precaria*: *precaria facta est*. For this reason I prefer to speak of precarial contracts and not of grants.

But there are more reasons to speak of a contract. The most important one is that the loan of land was recorded in legal documents. There are probably some 1500 extant records of precarial loans of land from the eighth and ninth centuries. Most are copies, but several hundred have survived as originals, especially in the archives of the abbey of St Gall, today located in Switzerland.⁵ The necessity of putting such transactions in writing entailed a twofold certification. First, the *precaria*, the request by the lessee, was recorded in a charter. After that the lender’s *prestaria* (the loan of land) was issued in a separate charter. So, originally there were two charters. But in legal practice in different regions of the Frankish Empire, *precaria* and *prestaria* were often combined in a single document.⁶ Later, once the chirograph had come into use in the early tenth century (the oldest surviving *chirographum* on the western European continent dates to 931), this type of divided charter was used to record precarial contracts.⁷ Now, each party had an identically worded record.

Another reason to speak of a contract is the fact that most *precatores* or *precatrices* owned land. They gave a part of it as a gift to another landowner and received back exactly the same land as a lease. They were not poor people. Because of that, the precarial contracts contain quite a lot of individual arrangements. The word *beneficium* no longer referred to a favor that had been granted, because the loan was no longer free of charge. *Beneficium* had become a *terminus technicus* for a type of lease.

3 Brigitte Kasten, “*Beneficium* zwischen Landleihe und Lehen – eine alte Frage, neu gestellt,” in *Mönchtum – Kirche – Herrschaft 750–1000*, ed. Dieter R. Bauer et al. (Sigmaringen: Thorbecke, 1998): 243–60, here 253–54; Brigitte Kasten, “Das Lehnswesen – Fakt oder Fiktion?” in *Der frühmittelalterliche Staat – europäische Perspektiven*, ed. Walter Pohl and Veronika Wieser (Vienna: Verlag der Österreichischen Akademie der Wissenschaften, 2009): 331–54, here 335–54; Paul Fouracre, “The Use of the Term *beneficium* in Frankish Sources. A Society Based on Favours?” in *The Language of Gift in the Early Middle Ages*, ed. Wendy Davies and Paul Fouracre (Cambridge: Cambridge University Press, 2010): 62–88.

4 See for example Susan Reynolds, *Fiefs and Vassals* (Oxford: Clarendon Press, 1994): 78; Eric J. Goldberg, *Struggle for Empire. Kingship and Conflict under Louis the German, 817–876* (Ithaca: Cornell University Press, 2006): 101.

5 Hans-Werner Goetz, “Die St. Galler Tauschurkunden (und der alemannische Raum),” in *Tauschgeschäfte und Tauschurkunde vom 8. bis zum 12. Jahrhundert – L’acte d’échange, du VIII^e au XII^e siècle*, ed. Irmgard Fees and Philippe Depreux (Cologne: Böhlau, 2013): 171–200, here 173–74.

6 For references see for example Kasten, “*Beneficium*” (n. 3): 247 with n. 21.

7 Katharina A. Groß, *Visualisierte Gegenseitigkeit. Prekarien und Teilurkunden in Lotharingen im 10. und 11. Jahrhundert* (Trier, Metz, Toul, Verdun, Lüttich) (Wiesbaden: Harrassowitz, 2014): 7.

The individual agreements related to the period of the contract, the rent, the dates on which the rent was due, and arrangements in the event that it could not be paid on time.⁸

The agreements also concerned the land given for usufruct as a whole. It did not have to be one's own land previously donated. It could be exchanged for land of equal value located elsewhere. The donated land could even be doubled in size and then both real estates returned for usufruct.⁹

We know that precarial contracts also existed between laymen, although no records have survived. The vast majority of extant *precariae* have been preserved in ecclesiastical and monastic cartularies.

My second preliminary remark relates to the topic of this conference. Since *precariae* were based on negotiations and contracts, the question arises whether they reflect relationships of dependency between the contracting parties at all. There is no agreement about this among scholars.

Stefano Pivano (1904), who studied agrarian contracts in early medieval Italy, would have answered the question in the affirmative. He thought that the *precator* or *precatrix* was in a situation of subordination to the lender. Arguing from a legal point of view, Pivano pointed to the absence of the *precator's consensus* at the end of the contract. In addition, as he also observed, the two contractual documents must not be identically worded.¹⁰

Katharina Groß (2014) takes a completely different view in her investigation of the connection between precarial contracts and partial charters (*chirographum*) in tenth- and eleventh-century Lorraine. She titled her study "Visualized Reciprocity" which aptly expresses her view that this type of partial charter made it possible for socially unequal partners to negotiate on an equal legal footing and so to conclude a reciprocal arrangement. The partial charters made it possible to issue identically worded precarial contracts to both parties. Even if a *precator* was of a lower-rank, he was thus placed legally on an equal footing with the higher-ranking lessor.¹¹ The recording of precarial contracts in a type of partial charter became possible after *precaria* and *prestaria* were recorded in one document by legal practice during the ninth century.

⁸ See for example Kasten, "Beneficium" (n. 3): 249–51; Brigitte Kasten, "Agrarische Innovationen durch Prekarien?" in *Tätigkeitsfelder und Erfahrungshorizonte des ländlichen Menschen in der frühmittelalterlichen Grundherrschaft (bis ca. 1000). Festschrift für Dieter Hägermann zum 65. Geburtstag*, ed. Brigitte Kasten (Stuttgart: Franz Steiner, 2006): 139–54, here 144–48; Kasten, "Lehnswesen" (n. 3): 342–43.

⁹ Concerning the legal typology, *precaria data*, *precaria oblata*, *precaria remuneratoria*, see Thomas Brückner, *Lehnsauftragung* (Frankfurt am Main: Vittorio Klostermann, 2011): 394–407.

¹⁰ See Laurent Feller's statement on Pivano's position: Laurent Feller, "Les institutions féodales en Italie centrale (IX^e–XI^e siècle). Developpements internes et apports extérieurs," in *Fiefs et féodalité dans l'Europe méridionale (Italie, France du Midi, Péninsule ibérique du X^e au XIII^e siècle)*, ed. Pierre Bonnassie (Toulouse: CNRS, 2002): 25–42, here 29–30.

¹¹ Groß, *Visualisierte Gegenseitigkeit* (n. 7): 39–40, 304–9.

However, Groß goes even further. She argues that even if the wording in the two halves of the partial charter was not identical, the ritual of the legal act made legal equals out of socially unequal contracting parties.¹² The ritual provided for the cutting of the chirograph along a marked line between the two texts – the so-called *legenda* – whereupon each party received simultaneous one half. The ritual of recording was thus able to override dependencies between socially unequal parties.

Rather than reasoning on legal or textual grounds, Ian Wood (2013) attempted to reconstruct the entire historical context that led to the conclusion of a contract, highlighting the interdependencies in the granting of church land for usufruct to laypersons who had previously donated land to the ecclesiastical lessor. Churches or monasteries on the one hand and lay people on the other “had entered into a relationship which placed demands on both sides, drawing together spiritual and economic investment, which also had political ramifications. [. . .] The new holder of a church property was himself drawn into the patronage networks of a church and its patron saint.”¹³

Katharina Groß and Ian Wood are largely in agreement, as is evident not least in their terminology. Groß’s reciprocity corresponds to Wood’s mutuality.

I agree with both. The majority of *precariae* involve the lessees receiving back their own former property, which they had previously donated to the – mostly monastic – lessors. This indicates that both sides must have hoped in approximately equal measure for mutual (or reciprocal) benefit. We will not find any asymmetrical dependencies between the contracting parties in these contracts. That is evident already in the social distribution of the *precatores* and *precatrices*, of whom Katharina Groß drew up a list for tenth- and eleventh-century Lorraine. Out of a total of 177 loans of land let by monasteries and episcopal churches, 60 percent went to persons from the nobility, 41 percent to secular nobles (counts, countesses, dukes, a dowager queen, *nobiles*) and 19 percent to ecclesiastical nobles (clerics, abbots, abbesses, nuns, priests, canons, monks, archdeacons). For the ninth century, the number of wealthy aristocratic landowners who were parties in precarial contracts is likely to have been even higher than 60 percent.¹⁴

So should we exclude this type of *precaria* from an analysis of dependencies? I do not think so: and this brings me more specifically to the topic of this conference. Because some of these *precariae* reveal unexpected social and economic dependencies that were the reasons why the contracts came about.

For example, in Alemannia there was a secular landowner named Wolfker, who in 863 entered into a precarial contract with the abbey of St Gall. This gave him the right of residence in the monastery with comfortable lodging, food and clothing. How-

12 Groß, *Visualisierte Gegenseitigkeit* (n. 7): 34–40, 167–71, 244, 275.

13 Ian Wood, “Entrusting Western Europe to the Church, 400–750,” *Transactions of the Royal Historical Society* 23 (2013): 37–73, here 62.

14 Groß, *Visualisierte Gegenseitigkeit* (n. 7): 118–26.

ever, if he were to remain where he was and his son were to provide for him with appropriate care and devotion, the son was to be allowed to keep the holding on condition that he pays rent. If, however, the son did not take care of him, the land would return to the abbey upon Wolfker's death, in other words his donation would come into force with suspensory effect.¹⁵

In Wolfker, then, we see an aging man who worried about providing for his old age, even though he was not alone in the world. The relationship with his son need not have been bad, but he wanted to insure himself against dependency on his son. He presented him with a choice: Take care of me, or lose part of your inheritance. The hope of escaping the social and economic dependencies caused by old age and illness must have been a common motive for entering into *precaria*e. Templates for such contracts were included in a collection of formularies at St Gall at the end of ninth century.¹⁶

Residence in an abbey was not a bad solution for wealthy laypeople, even for those not yet affected by old age. Thus, in 816, one Cozpert had the abbot of St Gall assure him that from now and throughout his life, he would receive an annual allowance of eight *solidi* in coin, cloth or cattle, and two serfs – one man and one woman – as well as a mounted servant and a good packhorse for when he travelled to the royal court or to Italy. If he ever were to take up residence in the monastery, he wanted to have his own heated chamber, a benefice worth twice that of a monk, and every year one set of woolen clothing and two of linen, six shoes, two gloves, a cap, bedding, and a new blanket every other year. For such luxury, Cozpert had to make a donation immediately, at least legally. But the monastery did not yet enter into the fully rights of property, that means it did not control the donated properties completely.¹⁷

Some people had it even better: around the year 900, the powerful nobleman Wolfinus, a member of the founding family of Rheinau abbey, while retaining the use during his lifetime of all property and good he had donated, wanted to live in the (apparently vacant) apartments of the abbot Bernhard of St Gall. He wanted to be supplied with the same food as a monk (i.e. a full member of the monastery) and be served by two serfs who were to be given food rations customary for domestic serfs.¹⁸

In this case, again, Wolfinus's motivation was not provision for his old age, but rather the wish to secure for himself a high standard of living in a place with good infrastructure and without any of the day-to-day concerns that came with running an

15 Hermann Wartmann, ed., *Urkundenbuch der Abtei Sanct Gallen*, vol. 2, (840–920) (Zürich: S. Höhr, 1866) (= UBSG II): No. 507 (863), 121; Gesine Jordan, "Nichts als Nahrung und Kleidung". *Laien und Kleriker als Wohngäste bei den Mönchen von St. Gallen und Redon (8. und 9. Jahrhundert)* (Berlin: De Gruyter, 2007): 106–7.

16 Jordan, *Laien und Kleriker* (n. 15): 81–82.

17 Hermann Wartmann, ed., *Urkundenbuch der Abtei Sanct Gallen*, vol. 1, (700–800) (Zürich: S. Höhr, 1863) (= UBSG I): No. 221 (816), 211–12; Jordan, *Laien und Kleriker* (n. 15): 133–41.

18 Jordan, *Laien und Kleriker* (n. 15): 144–48.

agricultural operation. We can only speculate why the monastery would agree to such unfavorable conditions. Perhaps it hoped for continued support in matters of ecclesiastical politics. The family of Wolfinus had been among the supporters of the monastic community for about 150 years, first against Carolingian interventions, and later against attempts by the bishop of Constance to subordinate the monastery to his jurisdiction. So, it may have been political considerations or political dependencies on the part of the monastic community. On the other hand, Wolfinus was prepared to hand over quite a lot to live such a comfortable life as a layman in the monastery. He donated extensive properties in three different locations. So, we cannot rule out the possibility that real estate speculations induced the monastery to enter into this precarious contract. Perhaps the value of the properties was sufficient to justify the legal transaction. The monastery's annual investments in Wolfinus would pay off, if they could be recovered after his death through the income from his estates.

When women desired places of residence, they did not lodge in the abbey of St Gall, but in the nearby *cella Ratpoti*. However, there seem to have been more women who wanted to remain in their usual living environment but maintain or improve their material standard of living. We know of four women landowners who contracted annual deliveries from the monastery, especially various sorts of grains, high-quality piglets, and robes whose market value was given in *solidi*. Since the grain needed to be stored and processed, the women still had to have a manorial estate ('Grundherrschaft') and servants. So, they were certainly not poor in an existential sense.¹⁹ But the specter of poverty (for example through a bad harvest) may have hovered in the background and caused them to convert part of their own property into leased holdings. In this way, they reduced their dependence on agricultural yields that could be achieved locally. The monastery, with its scattered land, was much better able to compensate for localized crop failures. One of the women, who was sister to one of the monks, negotiated for the monastery's manor (*mansus indominicatus*) to supply her with sheep, goats, pigs and two cattle in addition to twice-yearly supplies of grain and one fattening pig at Christmas. Her dependence may have consisted in not having reliable servants to raise livestock. Also, the yield of her meadows may have been insufficient or too uneven to sustain livestock. But even if that were the case, she managed to afford for herself a certain level of comfort by means of land transaction. The *precatrix* secured an apartment and provisions in the monastery for a day and a night, whenever she wanted to go there to pray – an early medieval bed & breakfast, or even full board.²⁰

None of these women were destitute. However, they were most likely single and therefore had to make provisions for themselves. They wanted to maintain their stan-

¹⁹ Jordan, *Laien und Kleriker* (n. 15): 113–22, especially 118–19 for UBSG II (n. 15), No. 506 (865), 120 and further on 121. For *pauperitas* see Jordan: 23–24, who rejected the blanket assertion of earlier scholarship that monasteries provided for impoverished lay guests in their old age.

²⁰ UBSG II (n. 15), Appendix No. 11, 389–90. See Jordan, *Laien und Kleriker* (n. 15): 119.

dard of living and remain in their familiar surroundings. None wanted to live an ascetic life or place herself under spiritual supervision. None wished to become a nun or be dependent on the goodwill of relatives, neighbors or servants. They achieved this by entering into an economic relationship with a large monastery. The facts that the monastery profited more in the long run, and that the inheritance share of any relatives was reduced, were of secondary importance. What mattered was the here and now.

The situation of some women in Lorraine in the tenth and eleventh centuries was similar. In 32 charters, that is 18 percent of all loan contracts, women were the sole lessees. None was a member of a religious group. All were widows. Sometimes they were supported by sons, who were also among the usufructuaries of the donated properties. The widows owned property inherited from their parents, property that they had themselves acquired, and their widow's share. In four cases, women used a part of their widow's share to enter into an economic relationship with an abbey. In some cases, husbands had provided for their wives during their lifetimes by appointing the wife as usufructuary in a precarial contract, rather than themselves. The widows then often negotiated additional provisions for themselves from the abbeys. In one case a count's widow received a regular allowance of wine. The mother of a knight killed in battle renegotiated the *precaria*, after her son's death, stipulating that she receive supplies of grain, wine, and money for clothes. However, an economic relationship with an abbey did not always protect women from impoverishment.²¹

Precariae from the Ottonian and Salian periods show a greater social and economic disparity between the contracting parties than those from the Carolingian period. 40 percent of contracts were concluded between monasteries and lower social groups. Of these, 7 percent were *ministeriales* active as local officials such as stewards, bailiffs, seneschals, and servants; 5 percent were *milites*, and 3 percent were vassals or *fideles*. Only free peasants were more numerous at 24 percent. Even two unfree persons appear as contractors; they make up 1 percent. These findings therefore offer a good opportunity to reconstruct social and economic dependencies, but also to identify mutual benefits.²²

However, I prefer to conclude by talking about political dependencies that led to great imbalances of power between the contracting parties. A different type of *precariae* was used for this purpose, namely those that did not follow upon a donation of land. The best known are the *precariae verbo regis*, which were practiced by members of the Carolingian dynasty and other high-ranking nobles from the middle of the

²¹ Groß, *Visualisierte Gegenseitigkeit* (n. 7): 125–26.

²² See for example Groß, *Visualisierte Gegenseitigkeit* (n. 7): 276–81 (the case of Bertha, widow of count Volcmar (996), and abbot Volcmar of S. Maximin in 996); 281–86 (the case of *miles* Odelric of Pagny and bishop Berthold of Toul in 1019).

eighth century onwards.²³ These are the early medieval equivalent of forced loans demanded by the state. The king acted as *precator* who asked monastic communities and episcopal churches for land holdings for his men, i.e. for counts, *fideles*, vassals and other *homines*. Declining such a request was not an option, nor could the churches and monastic communities draw up written contracts. They were unable to contract the loan of land under the usual conditions, i.e. with a fixed term and rent. The holders of church properties had neither a social nor an economic or a service relationship with the lessor.

The forced loans were justified by the extraordinary services rendered by the king and his men for public safety, especially for military protection of the realm and the churches against enemy invasions and raids, such as those of the Arabs. After these emergencies had been overcome in the ninth century, some churches who believed that they could bring proof of ownership instituted lawsuits for the restitution of their properties.²⁴ In the meantime, however, the descendants of the initial lessees had been in possession of these ecclesiastical lands for three or four generations and continued to serve the Carolingian kings. Returning the holdings into full church ownership was no longer possible without creating fresh conflicts and political instability. The lessors had to be content with receiving a doubled rent, the *nona et decima*.²⁵

We know that in the Visigothic kingdom, which suffered numerous revolts, *precariae* appear to have been a widely used means of protecting assets from confiscation by a new monarch in uncertain times. King Chindasvinth, who seized power in 642, in his so-called law on treason of 642/3 declared it fraudulent if persons branded by him as traitors donated assets or property to a church, a wife, or to children, friends or other persons in order to keep them in their possession by means of reclaiming them as precarial grants (*iure precario*). He ordered all documents referring to such transactions to be destroyed or invalidated, and the assets and properties to be transferred to his treasury (*fiscus*).²⁶

23 See for example Émile Lesne, *Histoire de la propriété ecclésiastique en France*, vol. 2,1 (Lille: René Girard, 1922): 1–31, 40–48, 270–92; Heinrich Mitteis, *Lehnrecht und Staatsgewalt* (Weimar: J.B. Metzler'sche Verlagsbuchhandlung; Carl Ernst Poeschel Verlag, 1933): 107–24.

24 See for example Hubert Mordek, "Ein exemplarischer Rechtsstreit. Hinkmar von Reims und das Landgut Neuilly-Saint-Front," *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte, Kanonistische Abteilung* 83 (1997): 86–112; Kasten, "Lehnswesen" (n. 3): 339–42.

25 Gregor Patt, *Studien zu den Salzehnten im Mittelalter*, MGH-Schriften 67 (Wiesbaden: Harrassowitz, 2004): For a summary see vol. 1, 326–31.

26 Stefan Esders, "*Regem iura faciunt, non persona*. Der westgotische Treueid im Kräftefeld personaler und transpersonaler Konzepte der Legitimität politischer Herrschaft," in *Die Macht des Herrschers. Personale und transpersonale Aspekte*, ed. Mechthild Albert et al. (Göttingen: Vandenhoeck & Ruprecht, 2019): 69–153, here 98–101, and see 99 for a translation of the relevant passage from the *Lex Visigothorum* II, 1, 8. King Reccared's charter of December 13, 586, for the monastery at Asán may have been based on such a case: Céline Martin and Juan José Larrea, eds., *Nouvelles chartes visigothiques du monastère pyrénéen Asán* (Bordeaux: Ausonius, 2021): No. 6, 243–44: Two bishops, Bagauda

In the search for records that reflect an unequal power relationship between the two contracting partners, the political turmoil of the eleventh-century Investiture Controversy can be a source of inspiration. Between 1060 and 1075, abbot Grimold of Saint-Vanne in Lorraine issued a precarial contract to a certain Leudo. Leudo was a *fidelis* of the bishop of Verdun. The abbot recorded that he had been forced against his will to lease monastic property. His relationship with the bishop of Verdun, who was his superior, was poor. The two were political enemies: The abbot was loyal to the pope, the bishop to the emperor.²⁷

In conclusion, most of our extant *precariae*, that have survived in records, were concluded between persons who belonged to the same social class. These contracts were therefore primarily aimed at reciprocal transactions with real estate for mutual benefit. Nevertheless, they reveal economic and social dependencies, although not between the two contracting parties.

In principle, however, *precariae* were suitable for establishing a contractual relationship between persons of different social groups. They were not based on a legal asymmetry between the contracting parties, but rather on a social and not infrequently a political one. In such a power imbalance, profits were unequally distributed. This is probably one reason why there are few recorded asymmetrical *precariae* from the eighth and ninth centuries. It is not until the eleventh century that such records of contracts between unequal partners are preserved in significant numbers. The fact that persons belonging to inferior social groups could legally become equal contracting partners of large landowners is evidence for upward social mobility.

and Licinianus, had donated properties to the monastery, which had been confiscated. Reccared now returned the fiscal properties through the power of his present authority. I am grateful to Noel Lenski and Stefan Esders for this information.

27 Groß, *Visualisierte Gegenseitigkeit* (n. 7): 111–12.

