

Extract

Declaration and receipt, extension of terms, and renunciation.

In the name of the Lord, amen. Giovanni Colombo from Moconesi, son of the deceased Luca, voluntarily and from certain knowledge, induced by no misunderstanding, either of law or fact, or in any other way misled, confessed and, in truth, publicly recognized Pasquale and Michele Piaggia from Zoagli, brothers, sons of Oberto, artisans and inhabitants of Genoa, present, stipulating, and receiving for themselves, their heirs and successors, who have and shall have a legal claim from them, that the same Giovanni himself had and received from the said Michele, present and paying with his own money, twenty-five *lire di genovini* in cash in the presence of the notary and witnesses written below. And this is part payment of the fifty *lire di genovini* owed to the same Giovanni by the said Pasquale and Michele from the debt of one hundred *lire di genovini* for which the said Pasquale and Michele were liable and obliged to the said Giovanni Colombo, by authority of the public document written by the hand of Cristoforo Sisto, notary, on the day and in the year contained in that document, taking into account the other fifty *lire* given and paid by the said Pasquale and Michele, to Antonio Leverone from Cicagna who was acting as proxy and by authority of a grant of proxy for the said Giovanni as part payment of the said one hundred *lire di genovini*, by authority of a public document written and published by my hand, the notary written below, in the year 1462, fifteenth day of March. And that these one hundred *lire* were and are for the portion belonging to the said Giovanni from two hundred and twenty-seven *lire di genovini* from which the same Pasquale and Michele and either of them, jointly and severally, were liable and obliged, that is to the said Giovanni, for the said one hundred *lire* and to Benedetto Colombo, brother of the said Giovanni, weaver of woolen cloth, for another one hundred and twenty-seven *lire*, by authority of the said document written by the hand of Cristoforo Sisto, notary. And these sums are for payment of the price of a house located in Genoa, in the district of Olivella, within its confines, previously sold by the deceased Tommaso Piaggia, brother of the said Pasquale and Michele, to Benedetto Dezerga for the said two hundred and twenty-seven *lire*. And this is the house that Pietro Rimassa, baker, gave to the same Tommaso, at that time his son-in-law, in dowry and by claim of dowry for Appolonia, daughter of the Pietro and wife of the said deceased Tommaso. And that house, later, was sold by the said Benedetto Dezerga to the said Giovanni and Benedetto Colombo for the said two hundred and twenty-seven *lire*. And that same house was, as it were, obliged and mortgaged to the said Appolonia who had better and more valid rights in it; she obtained a valuation for her dowry and bought it from the said Giovanni and Benedetto. On that account the said Pasquale and Michele obliged themselves to pay the said two hundred and twenty-seven *lire* to the same Giovanni and Benedetto, as was said to be more fully explained in the said document written by the hand of Cristoforo Sisto, notary.

Most importantly, another house belonging to this same married couple was encumbered by eviction by the said Oberto Piaggia, father of the said Pasquale and Michele and the deceased Margarita, their mother and the wife of the said Oberto, and by guarantee of Benedetto Dezerga, the first buyer of the said house, this house is located in Genoa in the Portoria district, bounded in front by the carrugia, on one side by the house of Giacomo and Battista Assereto, on the other by the house of Andrea Pietra, behind by the "quintana" and if there are, etc. In which house the said Pasquale presently lives. And that this house remains encumbered in favor of the said Benedetto Colombo for seven *lire* per year as rent and income from the same, as was said to be more fully explained in the said document written by the said Cristoforo Sisto, notary, to which reference was made and just as the said Pasquale and Michele, and even Giovanni and Benedetto Colombo, here present, assert and acknowledge the truth of everything aforesaid. And of the same twenty-five *lire di genovini* owed by Pasquale and Michele, as part payment of the said fifty *lire*, remaining as said above, the same Giovanni Colombo declared and declares that he is well satisfied, paid, silent and content and now ratifies, approves, and confirms the said instrument of payment, declaration and quitclaim for the other fifty *lire* made by Antonio Leverone acting as proxy for the said Giovanni, as above. The said Giovanni renouncing the exceptions, etc.; Whereby he has given quitclaim, etc.; Promising, etc.; Under, etc.

Furthermore, the said Benedetto Colombo, here present, knowing and understanding that the time for the payment of the said one hundred twenty-seven *lire* owed to the said Benedetto, as above, by the said Pasquale and Michele, expired last Christmas, and the same Benedetto, wanting to show good will toward the same Pasquale and Michele, here present and petitioning, with good will, voluntarily, and acting from certain knowledge, deferred and postponed and defers and postpones, the due date of the payment of the said one hundred and twenty-seven *lire di genovini* by the said Pasquale and Michele, present, applying, and petitioning, for another two years from the said Christmas immediately past. Nevertheless, the present instrument and postponement, is not to be understood to in any way prejudice nor restrict the rights, advantages, or mortgage of the said Benedetto either in the said house, obliged to him as above, or against the said Pasquale and Michele jointly and severally, and their goods, either for the said 127 *lire* or for the said seven *lire di genovini* as rent and income for the same, as above, that they agree and they shall agree, until the entire payment of the said one hundred and twenty-seven *lire* and of the aforesaid rent and so long as the said Pasquale and Michele delay payment of the said one hundred and twenty-seven *lire* there shall not be made any revision of terms, on the contrary the said rights remain safe and unharmed just as contained in the said instrument.

Pasquale and Michele jointly and severally, accepting the aforesaid promised, and obliged themselves, and agreed with the said Benedetto Colombo, present, accepting, and solemnly stipulating, to give and to pay the said one hundred and twenty-

seven *lire* to the same Benedetto, or a person legitimately acting for him, within the said two years next and from that time forward always and at any time at the will of the said Benedetto. And furthermore, to give and to pay to the said Benedetto every year the said seven *lire di genovini*, for the aforesaid for the said rent for the said house which shall remain obliged and mortgaged to the said Benedetto, in everything and for everything, according to the form and meaning of the said document written by the hand of the notary Cristoforo Sisto and just as is contained in it.

That all, etc.; Under penalty of double, etc.; And with restitution, etc.; Ratified, etc.; And therefore, etc.

Furthermore, since the said Michele has in fact paid and issued the said seventy-five *lire di genovini* to the said Giovanni Colombo from money belonging to the same Michele, as Michele and Pasquale, here present, assert and declare; and on the other hand it is known that the goods of the said Oberto, father of the said Pasquale and Michele were obliged and mortgaged to Mariola, daughter of the said Pietro Rimassa and wife of the said Pasquale for the dowry of the said Mariola and for her other rights, as is more fully stated in two public documents written and published, one by the hand of the notary Nicolò Garumbero, and the other by the hand of the notary Giovanni Brignole, in the year and day contained in them; consequently the said house in Portoria, is understood to be included under the said general obligation. Hence it is that the said Mariola, in the presence of, and with the consent of, by the authority and will of the said Pasquale, her husband, and Pietro, her father, present, consenting, and authorizing, the same Mariola knowing and understanding that her dowry and other rights are and will be well secured, protected, and guaranteed by the other goods of the said Oberto, her father-in-law and of the said Pasquale, her husband, except for the aforesaid house in Portoria, and the same Mariola, wanting to show good will to the said Michele, her brother-in-law, here present and petitioning and even acting according to law, voluntarily and acting from certain knowledge, induced by no misunderstanding, either of law or fact, or in any other way misled, and with every right, way, manner, and form by which it could and can be better, the same Michele, present, stipulating, and receiving for himself, his heirs and successors, that from him, or from them, have, or shall have, a legal claim, renounced and ceded all and each of his rights, mortgages, arguments, and actions that concern, shall concern, or may concern the same Mariola or that they ever regarded as better in the upper boundaries of other house in Portoria, to wit: from the middle story of the same house and above, for the same on occasion of the same, as much for her dowry and dower and other rights of the same Mariola, for any other reason, occasion, or cause, whether with paper, writing, and witnesses, or without.

So the said rights, etc.; Constituting, etc.; Promising, etc.; Under, etc.; The said Mariola renouncing in all the aforesaid the benefit of the *senatusconsultum Velleianum*, *lex Iulia*, etc.; Previously informed, etc.; The said Mariola under oath, etc.

And the said Mariola did all the aforesaid, all and each of the conditions written above, in the presence of, with the consent, authority, and will of, the said Pietro, her father, and Pasquale, husband of the same Mariola, present, consenting, and authorizing, as above, and under oath.

Done at Genoa, in Borgo Santo Stefano, in the district of Portoria, namely under the arch of the aforesaid house in which the said Pasquale lives, as above, in the year of the Nativity of the Lord 1464, eleventh indiction according to the Genoese reckoning, Tuesday, the seventh day of February, after Nones and before Vespers; in the presence of the witnesses Benedetto Monteborgo, son of the deceased Giovanni, and Giacomo from Savona, son of the deceased Guglielmo, weavers of woolen cloth, citizens and inhabitants of Genoa, called and invited.

50

Debt

In the name of the Lord, amen. Domenico Colombo, cheesemonger, son of the deceased Giovanni, voluntarily acknowledges to Gerolamo delle Vigne, cheesemonger, son of the deceased Lanfranco, present and stipulating for himself and his heirs, that he must give and pay fifteen *lire di genovini* which is the balance today due of the current account between them, as they declare, for cheese that the said Domenico had from the said Gerolamo.

Renouncing, etc.

The said Domenico voluntarily promised and solemnly agreed with the said Gerolamo, present and stipulating as above, to give and to pay to the said Gerolamo, or to a person legitimately acting for him, these fifteen *lire*, or to cause to be given and paid, really and effectively, without any exception, always and whenever the same Gerolamo, or a person legitimately acting for him, shall freely wish and simply request.

That all, etc.; Under penalty of double, etc.; Ratified, etc.; And furthermore, etc.

Done at Genoa, in the district outside the Porta Sant'Andrea, namely in the shop of Pelegro Tassorello, spice dealer, in the year of the Nativity of the Lord, one thousand four hundred and sixty-four, eleventh indiction according to the Genoese reckoning, Thursday, the fifth day of July, at Terce; in the presence of the witnesses Crescio from Moconesi, weaver of woolen cloth, son of the deceased Simone, and Battista Tassorello, son of Benedetto, citizens and inhabitants of Genoa, called and invited.

51

In the name of the Lord, amen. Bianchinetta, daughter of the deceased Oberto Balbi and wife of Pellegro Piaggia, shoemaker, in the presence of, with the authority and consent of the said Pellegro her husband, as testamentary heir of the deceased Domenichina, her mother and daughter of the deceased Giovanni Rocca and wife of the said Oberto in accordance with the public document written by the hand of