

Grammars of Dependence

A Historical Semantics Approach to Population Charters Granted by Military Orders to Muslims in Medieval Iberia¹

Abstract: The aim of this paper is to analyse written records associated with the establishment of bonds between military orders as territorial lords and Muslims as settlers in the Christian kingdoms of medieval Iberia. These records are usually known as *cartas de población* or population charters and were issued in the context of the settlement of populations in a given area. Methods derived from historical semantics are applied to these texts, and the analysis explores the ways in which the existing asymmetrical power relationships were reflected not only in the contents of the charters but also in the grammar and expressions used to formulate them.

Keywords: historical semantics, Muslims under Christian rule, military orders, Iberian Peninsula, Middle Ages, settlers

1. Introduction

Power relationships leave their imprint on written records. Sometimes the characteristics of such relationships are explicitly stated in the texts, while on other occasions they can be inferred through indirect means. In such cases, a historical seman-

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tics approach focusing not just on what is said but also on how it is expressed can provide a more nuanced interpretation of how the protagonists perceived what they were writing about. As shown in the vade mecum included in this special issue, historical semantics offers great potential for observing less obvious traits in historical relationships and revealing new information on how certain concepts were perceived by contemporaries. In this article, I will apply this approach to the relationships established between military orders and Muslim settlers on their lands on the medieval Iberian Peninsula. More specifically, my analysis explores the connection between form and content in written records related to the creation of enduring bonds between military orders and Muslims in the particular case of Muslim settlers.

The goal of this paper is thus twofold: On the one hand, it aims to analyse signs denoting the distribution of power within the written records generated when military orders established relationships with Muslim settlers on their lands. On the other hand, it also seeks to probe the ways in which historical semantics can contribute to understanding the levels of subjection in these relationships.

The twelfth and thirteenth centuries saw the creation of numerous military orders under the auspices of the Latin Catholic Church. Though not always founded with the same goal, military orders soon became the armed branch of the Latin Church, focused on defending not only the holy sites in the Levant but also all of Christendom against its perceived enemies in other scenarios. In this sense, they were created in a spirit similar to that of the Crusading movement and shared close ties with it. Their area of activity extended across the entire Mediterranean Basin, to the Baltic regions, and to other geographic areas.

2. Context and documents

In the Iberian Peninsula, the ongoing territorial expansion of the Christian kingdoms at the expense of the lands under Muslim rule presented a fertile ground on which military orders prospered. This affected both orders originating from the Holy Land, such as the Hospitallers and the Templars, and those created in the different Christian kingdoms of the peninsula: the Orders of Santiago, Calatrava, Alcántara, and Avis, among others.² Military orders received lands and other possessions in the various kingdoms from the second half of the twelfth century onwards. These dona-

2 For a general overview on military orders in the medieval Iberian Peninsula, see Enrique Rodríguez-Picavea Matilla, *Los monjes guerreros en los reinos hispánicos. Las órdenes militares en la Península Ibérica durante la Edad Media*, Madrid 2008; Carlos Ayala Martínez, *Las órdenes militares hispánicas en la Edad Media (siglos XII–XV)*, Madrid 2003; and more recently, José Manuel Rodríguez García, *Las órdenes militares de origen hispánico. La guerra juramentada contra el infiel*, Madrid 2021.

tions were made mainly by the respective monarchs, though on occasion bishops, noblemen, and other landowners contributed to the creation of territorial domains for military orders as well. Military orders were thus rewarded for their efforts, and their involvement in the war against al-Andalus – the Muslim-ruled area of the Iberian Peninsula between 711 and 1492 – was secured. Moreover, as these lands were usually located in newly conquered territories, they also facilitated the reorganisation of frontier regions and unstable areas that needed to be defended. Many orders also consolidated and further expanded their territorial dominions through purchases and exchanges of land with other lords.

In their territorial domains, military orders became lords to Christian as well as Muslim settlers. The processes through which Muslims came under the rule of military orders as settlers still raise many unanswered questions. In order to understand the bonds of dependence that were forged in these scenarios, it is fundamental to clarify the ways in which they were established, as it was during this entry phase that Muslims and military orders defined the mechanisms for their mutual interactions. Evaluating this variable is not easy, since categories and emic labels attached to Muslim individuals are not homogeneous across time and space – nor can we always match clearly perceived characteristics with etic labels.³

To explore this matter, I analysed a sample of documents issued by military orders to groups of Muslims. These charters established the terms of bonds linking orders and Muslims as lords and settlers and have traditionally been called population charters (*cartas de población*), a term applied to a variety of documents with the purpose of regulating the terms of settlement in a given place or territory.⁴ Population charters were widely used in the Iberian Peninsula, often in the context of the territorial expansion of the Christian kingdoms. As such, they often (but not exclusively) related to recently conquered areas. Monarchs and other territorial lords such as bishops, noblemen, and military orders most commonly granted these charters to Christian settlers, but they were also addressed to Muslims on various occasions.

3 Clara Almagro Vidal, *Overlapping Dependences. Muslims and Military Orders in Medieval Castile*, in: Maria Filomena Lopes de Barros/Clara Almagro Vidal (eds.), *Forms of Unfreedom in the Medieval Mediterranean*, Évora 2021. Available online: <http://books.openedition.org/cidehus/18122>. This issue is by no means restricted to this particular case study, however. An interesting approach related to the transformation from slavery to serfdom in the High Middle Ages can be found in Ludolf Kuchenbuch, *De l'esclavage au servage: Alsace du Nord, VIII^e-X^e siècle*, in: Paulin Ismard (ed.), *Les Mondes de l'esclavage. Une histoire comparée*, Paris 2021, 115–122.

4 Maria Luisa Ledesma Rubio, *Cartas de población del reino de Aragón en los siglos medievales*, Zaragoza 1991, 12–14; Luis García de Valdeavellano, *Curso de historia de las instituciones españolas*, Madrid 1982, 240.

Population charters are not the only way in which Muslims were incorporated into the lordship of military orders as settlers,⁵ nor are they the only written records of the establishment of bonds between Muslims and military orders available to us.⁶ However, they represent a fairly cohesive collection on which to perform analysis using historical semantics, revealing valuable information on how these interreligious lordship relationships worked at a collective level.

Each charter established, confirmed, or modified the conditions of settlement defining the relationship between a military order and a group of Muslims. This included obligations in money, in kind, and in labour to be fulfilled by the Muslims along with their rights, aspects related to the administration of justice, and a wide variety of other issues affecting the settlers' everyday lives – for example, the eventuality of exiting the bond of dependence or selling their lands.

Seventeen such documents pertaining to military orders and Muslim settlers with dates ranging from the first half of the thirteenth century to the final years of the fifteenth century have been identified up to now. All were issued for locations in the eastern half of the Iberian Peninsula. Several indirect references lead us to assume that this list might originally have been longer, with a geographical distribution wider than that of the surviving sample.⁷

The charters were issued in a broad range of chronological and geographic contexts. Those granted during the thirteenth century can be readily linked to the aftermath of the conquest of territories by Christian kingdoms, responding to the need to organise and make the newly acquired areas profitable. On other occasions, they are found in areas that had been conquered long before. In these instances, they are generally either associated with occurrences of Muslims resettling elsewhere through processes of internal repopulation, or with a need to renew existing agreements after a change of lordship or to adapt their terms.

Although not explicitly depicted in the sources, most Muslims affected by these population charters fell into one of the following categories: settlers living on lands that had recently been conquered, officially under Christian rule but presumably not yet completely incorporated into the new society and its administrative structures; Muslims who had been under the rule of another Christian lord before transitioning

5 On this topic, see Clara Almagro Vidal, *Musulmanes como (re)pobladores en tierras de las órdenes militares. Primeras observaciones*, in: Isabel Cristina Fernandes (ed.), *VIII Encontro sobre ordens militares. Ordens militares: identidade e mudança*, Palmela 2021, 206–209.

6 In this sense, the *treudos* or emphyteutic land contracts may have played a similar role at an individual level. On this topic, see María Luisa Ledesma Rubio, *Notas sobre los mudéjares del valle Huerva (siglos XII al XIV)*, in: *Aragón en la Edad Media 3* (1980), 7–27.

7 As pointed out in Almagro Vidal, *Musulmanes*, 2021, 208f.

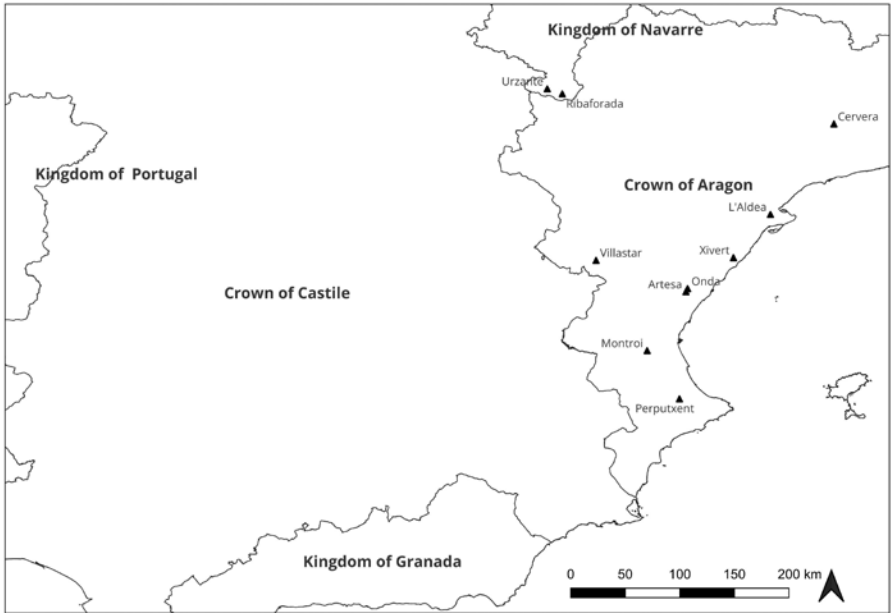


Figure 1: Location of the places in the charters included in the analysis

Source: Clara Almagro Vidal & Xavier Costa Badia

to that of the respective military order; or Muslims who had been under the rule of the same military order, but in another location.

A subset of the known charters was selected for more detailed analysis. The criteria for this selection are mostly chronological and geographic: Documents from the late fifteenth-century kingdom of Murcia were excluded due to their chronological disparity and the fact that they do not necessarily share the same legal framework.⁸ Others were omitted after closer examination revealed them to be nothing more than confirmations of previous documents.

The remaining sample includes documents from different geographic contexts within the Iberian Peninsula and two different political entities (Kingdom of Navarre and Crown of Aragon – more specifically Kingdom of Aragon, Principality

8 Specifically, the following documents were excluded: the charter granted to the Muslims of Archena (Murcia) by the Hospitallers in 1446 (Juan Pérez de Guzmán y Gallo, Privilegio de Frey Luis de Paz, Comendador de Archena y Calasparra, de la Orden de San Juan, a La Aljama de Archena, según los usos y costumbres tradicionales (1462), in: Boletín de la Real Academia de la Historia 74 (June 1919), 535–541); the charter granted by the Order of Santiago to the Muslims settling in Abarán on 19 October 1482 (Pedro Andrés Porras Arboledas, Privilegios maestres de la orden militar de Santiago (siglos XIII–XVI), Madrid 2020, 519f.); and the charter granted to Abanilla by the Order of Calatrava on 21 March 1483 (preserved in the municipal archive of the town; transcription available online: http://www.regmurcia.com/servlet/s.SI?sit=c,373&r=ReP-21774-DETALLE_REPORTAJESABUELO, 3 March 2023).

of Catalonia, and Kingdom of Valencia) dating between 1233 and 1359. Not all of these charters established a dependence relationship outright – some of them merely codified the terms of existing relationships or changed parts of them.

The documents examined in this analysis are (in chronological order):⁹

Table 1: List of charters included in the analysis

Charter no.	Place	Date and place of issue	Military order	Language
1 ¹⁰	Cervera (Lleida)	22 November 1233	Hospitallers	Latin
2 ¹¹	Xivert (Castellón)	28 April 1234, Xivert	Templars	Latin
3 ¹²	Ribaforada (Navarre)	February 1250	Templars	Spanish
4 ¹³	LAldea (Tarragona)	12 February 1258	Templars	Latin
5 ¹⁴	Onda (Castellón)	18 March 1282	Hospitallers	Latin
6 ¹⁵	Villastar (Teruel)	15 July 1267	Templars	Latin
7 ¹⁶	Ribaforada (Navarre)	(1292–1307)	Templars	Spanish
8 ¹⁷	Artesa (Castellón)	13 March 1302, Onda	Hospitallers	Latin
9 ¹⁸	Montroi (Valencia)	1 January 1308, Valencia	Hospitallers	Latin
10 ¹⁹	Urzante (Navarre)	19 February 1312	Hospitallers	Spanish and Arabic ²⁰
11 ²¹	Valley of Perputxent (Alicante)	13 June 1316, Perputxent	Hospitallers	Latin
12 ²²	Artesa (Castellón)	2 May 1320, Onda.	Montesa	Latin
13 ²³	Valley of Perputxent (Alicante)	14 November 1334, Sueca	Montesa	Latin
14 ²⁴	Xivert (Castellón)	29 October 1359, Alcalá de Xivert	Montesa	Latin

Source: author's own work

9 For clarity, the charters discussed in the text will henceforth be identified using the numbers listed in the first column of the table. The transcriptions used are the ones provided in the publications mentioned in the table; all translations by the author.

10 Enric Guinot Rodríguez, *Les cartes de poblament medievals valencianes*, Valencia 1991, 95–98.

11 Guinot Rodríguez, *Les cartes*, 1991, 100–105.

12 Santos García Larragueta, *Fueros y Cartas pueblas navarro-aragonesas otorgadas por Templarios y Hospitalarios*, in: *Anuario de historia del derecho español* 24 (1954), 587–604, 599f.

13 Manuel Vicente Febrer Romaguera, *Cartas Pueblas de las Morerías Valencianas*, Zaragoza 1991, 53–56.

14 Guinot Rodríguez, *Les cartes*, 1991, 406–408.

15 Alan Forey, *The Templars in the Corona de Aragón*, London 1973, 395–397.

16 García Larragueta, *Fueros*, 1954, 600–604.

17 Guinot Rodríguez, *Les cartes*, 1991, 438–440.

18 Febrer Romaguera, *Cartas*, 1991, 197–199.

19 Hartwig Derenbourg/Louis Barrau-Dihigo, *Une Charte Hispano-Arabe de l'année 1312*, in: *Revue hispanique: Recueil consacré à l'étude des langues, des littératures et de l'histoire des pays castillans, catalans et portugais* 20/58 (1909), 305–315.

20 The text of this charter is bilingual in Spanish and Arabic. I am thankful to Professor Cristina de la Fuente of the CSIC for confirming this fact to me. Only the Spanish text was analysed.

21 Guinot Rodríguez, *Les cartes*, 1991, 475–477.

22 Guinot Rodríguez, *Les cartes*, 1991, 481–483.

23 Guinot Rodríguez, *Les cartes*, 1991, 511–513.

24 Guinot Rodríguez, *Les cartes*, 1991, 537–539.

These charters share a common goal as well as numerous similarities in terms of their structure, the subjects of the clauses they include, and their grammatical formulations. They are also quite similar in form to those issued to Christian settlers, although there are certain differences with regard to content – mostly related to the level of fiscal pressure and the freedoms granted. The documents are generally divided into three more or less defined sections, sometimes complemented by a fourth one.

The first section of each charter specifies the two actors establishing the bond, along with the main action that represented the motivation for issuing the document and therefore defines it. In every case, the action phrase expressing the goal of the charter – and thus the one to which the other actions are related (either because they happened before it or are consequences of it) – is stated in this first section. These action phrases tend to have members of the respective military order as their grammatical subjects and actors, and Muslims as their recipients and objects.

This is followed by the main body of the text. In every charter, this second section details the implications and conditions derived from the main action phrase. Most of the action phrases in the charters are found in this section of the documents. The main topic of these clauses are generally the fiscal obligations to be fulfilled by Muslims, though other aspects of the relationship are also included on occasion: administration of justice or regulations for exiting the bond, among others.

The documents are validated in their final section through the presence of witnesses, the inclusion of seals and/or formulae of validation, or the signature of the notary drafting them. These means of validation are not homogeneous.

Most of the charters also include an additional part between the second section and the final validation clauses. In this section, the affected Muslims expressed their acknowledgement of the terms and confirmed that they were entering into the specified relationship with their new lords. This feature is not present in all the charters, however.

3. The grammar: characteristics of the action phrases

The charters constitute an artificial but well-defined corpus with a particular set of characteristics to which the methodology and approach need to be adapted. Furthermore, the relationships they describe neither receive consistent labels nor can they be attached to consistent characteristics that would allow us to assign an etic label with certainty. These parameters determine the path taken in the analysis, with a more flexible approach chosen so as to make the best of the potential offered by the specific sources.

The analysis presented in the following focuses on the action phrases included in the selected documents.²⁵ Action phrases are to be understood as “coherent continuous grammatical compound[s] describing an ‘action’” of any sort.²⁶ As such, it is the actions as a whole rather than the respective verbs alone that define them as a unit for analysis. In this way, the analysis focuses not only on what is said in the documents, but primarily on how they depict the actions contained in them.

On occasion, grammatical compounds include more than one verbal clause. In such cases, when the two actions are associated with the same actor and the second only adds information on how the first action occurs (for example, when it explains in which instances the main action took place), they can be considered a single action phrase. When there are two verbs associated with different individuals, however – such as when someone orders someone else to do something – they must be considered individually as two different action phrases, even if the second is subordinate to the first.

The analysis reveals patterns in the formulation of action phrases and the ways in which they relate to the involved actors. To better understand these findings, two general characteristics need to be considered:

- There are two main actors (or groups of actors) in every charter: representatives of a military order, and Muslims and their representatives. They are most often either performers (actors) or receivers (objects) of the actions.
- All of the actions do not carry the same weight within the documents. They can be roughly classified into three categories: The first are those taking place at the time of and by virtue of the document being issued; they can be described as the main or defining action since they also are the reason for the charter’s issue. The second category are other actions taking place before the document was written, triggering the process for the main action. The third group are actions expected to happen after the main action takes place as a result of the issue of the charter.

Observing how these two main variables (actors and types of actions) come into play, together with the grammatical structures used to build them, reveals several interesting phenomena.

25 This approach was taken from Maria Ågren, *Making a Living, Making a Difference: Gender and Work in Early Modern European Society*, Oxford 2016, and tested and discussed in the working group “Grammars of Coercion” of the Cost Action “Worlds of Related Coercions in Work” (CA18205) during the years 2020–2021. I am very grateful to the participants of the working group for their valuable feedback.

26 Juliane Schiel/Johan Lund Heinsen/Claude Chevalere, *Grammars of Coercion: Towards a Cross-corpora Annotation Model*. Working paper related to the working group “Grammars of Coercion” of the Cost Action “Worlds of Related Coercions in Work”. Available online: <https://pub.uni-bielefeld.de/record/2948493> (5 July 2021).

Firstly, there is a reciprocity between the actors in the action phrases: Military orders are the recipients or beneficiaries of most of the actions with Muslims as their actors, and vice versa. In this respect, there is a clear association between the type of action phrase and the actor associated with it. Action phrases with military orders as their actors tend to grant things to Muslims, to refrain from granting them, or to order Muslims to do things. This relates to the use of the verbs to order (*mandar* in Spanish, *mando-* in Latin) and to retain (*retener* in Spanish, *retineo-* in Latin).

Another characteristic found on these charters is the disproportion between the number of action phrases with military orders (or their representatives) respectively Muslims as actors. For example, in the first charter issued in Ribaforada (Charter 3), the representatives of the order only appear as actors in three action phrases: The first is found at the beginning of the text and defines the purpose of the charter: “fecimos conveniencia con vos, aliamas de los moros de Ribaforada” (“we made an agreement with you, the community of the Moors of Ribaforada”). The second merely describes a location associated with a separate action phrase that has Muslims as its actors: “labren [toda] la tierra blanca que nos avemos” (“they [i.e. the Muslims] are to labour [all] the white land that we [the order] own”). The third appears towards the end of the document, reiterating the granting of the conditions while pointing out the possibility of future changes should the master of the order considered them necessary: “et nos frater Albert Albert comendador de Ribaforada ello frares que son devanditos en esta carta venimos de manifesto e a[itor] gamos estas convenenças ata que el magistro quiera, per millorar et per far lo que el querra” (“and to us Brother Albert Albert, commander of Ribaforada, and the brothers mentioned above in this charter manifest and grant these agreements for as long as the master wants, to improve [them] and to do what he wishes”). By contrast, fourteen action phrases – and thus the vast majority contained in the charter – feature Muslims as their actors.

The charter of Urzante in Navarre (Charter 10) displays the same trait. Most of its action phrases (nearly forty) are associated with Muslims as actors, while the military order appears as actor in only five of them.²⁷ There is also one

27 “damos e otorgamos población, solar et estage[s] en la nuestra villa de Uçrant” (“we give and grant settlement, land, and houses in our town of Urzante”); “[a cada un] poblador de uos e et de quantos y uenrran daqui a poblar deuemos dar nos et el dicho Hospital casal cumplido en el dicho casal e terminos” (“we, the said Hospital, must grant full settlement in such settlement and territory to every settler among you and to each that comes to settle here”); “El dicho Hospital e nos por el retenemos pora nos todo el señorío” (“said Hospital and we retain all lordship for ourselves”); “et que ningun ganado el Hospital no y traya sino el ssuyo propio et de sus pastores” (“and the Hospital shall only bring its own cattle and that of its shepherds”); “Et el dicho Hospital que uos mantenga en aquellos fueros et derechos et costumbres que a pobladores del dicho [loga]r et territorio pertenesçen” (“and said Hospital will uphold for you those laws and rights and customs that belong to settlers of that settlement and territory”).

instance in which an action phrase refers to both the order and the Muslims acting together.²⁸

This imbalance is not merely numeric; it also shows in the characteristics of the action phrases depending on who the actor is. Despite being fewer in number, the weight of the action phrases associated with military orders is clearly greater within the documents – it is no coincidence that the defining action phrases of the charters usually feature the respective military order as their grammatical subject.²⁹

To name an example, the charter of Bellestar (today: Villastar) (Charter 6) is defined by an action phrase in the first section of the document with the representatives of the Order of the Temple as actors and a certain group of Muslims as recipients: “damus, concedimus et stabilimus in perpetuum vobis Ferag de Pali [...] et alii populatoribus sarracenis qui modo sunt vel in antea erunt ad populandum locum nostrum et alqueriam que notatur Bellestar” (“we give, grant, and establish in perpetuity to you, Ferag de Pali [...] and other Saracen settlers that are now and will be in the future, to settle in our settlement and alqueria [Muslim form of settlement] which is called Bellestar”).

Similarly, the charter of Urzante (Charter 10) granted to a group of Muslims “settlement, land, and houses in our town of Urzante”. This is expressed in the first proper action phrase of the text following the general notification, with the prior of the Knights Hospitaller as actor and grammatical subject: “damos et otorgamos población, ssolar et estage[s] en la nuestra uilla de Uçrant” (“we give and grant settlement, land, and houses in our town of Urzante”). The first charter granted in the valley of Perputxent in 1316 (Charter 11) likewise features an order representative as actor in the defining action phrase. He “gives [to], agrees, and establishes” the Muslims mentioned in the charter with land and houses assigned to them: “damus, tradimus et estabilimus vobis [...] unum raffal et quasquam domos prout iam est vobis et cuilibet asignatum” (“we give, entrust, and establish to you [...] a farm and any houses according to what is already assigned to you and to others”).

Furthermore, there is a clear hierarchy within the action phrases contained in the documents in that the military orders issue mandates and Muslims carry out actions. In the formulation of the action phrases, the verbs expressing these man-

28 “nos el dicho prior et la dicha aljama rogamos al honrrado don Pero Garceyz del peage que ponga en esta carta del sseyello del Rey” (“we the aforesaid prior and aljama petition the honourable sir Pero Garceyz that he seal this charter with the King’s seal”).

29 There are exceptions to this rule. The charter granted to the Muslims in L’Aldea (Charter 4) has no real action phrase defining it. The first proper action phrase of the document does not have an actor, instead denoting the text as a pact and agreement reached between both parties: “hec sunt institutiones et pacta que Dompnus frater Geraldus Amici [...] fecit cum alamino et çabaçalano et aliema” (“these are institutions and pacts that Lord Brother Geraldus Amici [...] made with the *alamina* and *Zabazala* [leaders of the Muslim community] and the Muslim community”).

dates are sometimes omitted, but the grammatical formulations reflect the ellipses. Verbs associated with military orders generally imply a mandate or a grant towards Muslims – although some charters hint at there being some negotiation involved in this process.³⁰ By contrast, the majority of action phrases with Muslims as their actors describe them giving (*dar* in Spanish, *do-* in Latin) something to a military order or paying (*pagar, peitar* in Spanish) it.

This explains the stark differences in mood and tense between verbs associated with military orders and those associated with Muslims. Most of the action phrases that have military orders as their grammatical subjects are in the active voice and the present indicative tense. Moreover, in every case they express the will and desire of the respective order or its representatives.³¹ For example, all but one of the action phrases in the charter of Villastar (Charter 6) with the Order of the Temple or its representatives as actors are in the indicative mood, with the only exception being an action phrase in the first person present subjunctive that indicates an obligation for the order.³²

By contrast, the majority of the action phrases associated with Muslims are grammatically formulated to signify that such actions take place as consequences of the wishes or mandates of the respective order. This occurs through the use of the subjunctive mood in an imperative sense or of the passive voice to indicate obligation. These action phrases thus tend to be expressed in the third person singular or plural of the present subjunctive, and for the most part contain obligations to the order to be fulfilled by the Muslim settlers.³³ In this sense, they are subordinate to a mandate verb that is not explicitly written but implied in the grammatical expression used.

30 “feimos conveniença” (“we made an agreement”) in Ribaforada (Charter 3); “pacta que dompnus frater [...] fecit cum alamino [...]” (“pact that the lord brother made with the alamin [leader of the Muslim community]”) in L’Aldea (Charter 4).

31 This is the case in the charter of L’Aldea (Charter 4), which contains expressions such as “volumus et concedimus quod dicti sarraceni” (“we wish and grant the aforesaid Saracens”); “non possumus vendere alicui persone” (“we cannot sell to any person”); “volumus quod quisque eorum qui ibi tenebunt hospitium” (“we wish that each of them who have lodging there”); “damus masquide sarracenorum de Aldeya” (“we give to the mosque of the Saracens of Aldeya”); “retinemus in ipso furnum” (“we keep in that oven”); “volumus ut habeant mesquidam” (“we wish them to have a mosque”).

32 “de unaquaque domorum [...] habeamus semel in mense quolibet pro zofra” (“from each of the houses [...] we shall receive zofra [work obligation] once per month”).

33 Some examples of this phrasing from the charter of Ribaforada (Charter 3) are “que labren [toda] la tierra blanca que nos avemos [...] en tal convenença que isca [la pagadura] primerament de comun” (“[they, i.e. the Muslims] are to work [all] the white land that we [the order] own in such agreement, which shall be the payment as a group”); “que den solar de cada parva I quartoal e aluqueuella de [cada kafic] I quartoal, e dieçma, e la escrivania de cada era II quartoales, el I quo[artal de] trigo e otro quartoal de ordio, e per genero queden de peita de quantos kafices culli[ra el] moro que de cada kafic, III dineros” (“they are to give one quarter for each charge of grain; and for each measure thereof, one quarter and one tenth; and the writing office for each was two quarters, and one quarter of wheat and another of barley, and so that it remains as peita [tax] out of the measures sowed by the Moor, from each measure, three coins”).

For example, in the charter of Perputxent from 1316 (Charter 11), the action phrases with Muslims as their actors mostly represent orders given to them (when expressed in the active voice³⁴) or signify their reception of things (as expressed by the use of the passive voice; for example, “sunt vobis assignati terminati” [“are assigned to you in defined lots”]).

One particular group of action phrases featuring Muslims as actors are those formulated as conditional clauses. These structures are usually linked to specific cases deviating from a general obligation, indicating acknowledgement and consideration of a more elaborate casuistry of situations extending beyond general concessions and obligations that are universal or pertain to the whole of the community. In these instances, the action phrases do not function entirely on their own; rather, they are subordinate to a preceding action phrase expressing the general obligation, since they refer to provisions diverging from that general obligation due to special circumstances.³⁵

Another characteristic distinguishing action phrases with military orders as their grammatical subjects and actors from those focusing on Muslims is the time at which the corresponding actions take place in relation to the time of the issue of the charters themselves: Actions associated with representatives of the military orders largely occur at the same time as the issue of the respective charter, while the majority of action phrases associated with Muslims express obligations to be carried out in the future after the charter comes into force.

For example, in the charter of Urzante (Charter 10), all but two action phrases featuring the representatives of the order as their grammatical subject refer to

34 For example, “Quod dictas domos et rafals laboretis et melioretis et aliquo non deterioretis [...] et detis [...] quos solvatis” (“that you work and improve these houses and farms and not deteriorate them [...] and give [...] that you weaken”); “qualibet cabra quas teneatis in dicta valle” (“any goat that you have in said valley”).

35 An example of this structure can be found in the charter issued for Xivert in 1234 (Charter 2): “Si aliquis sarracenus de Exiverto qui habitet domo in terra sarracenorum voluerit infra unum annum redire ibi ad standum, recuperet sine alique impedimento domos suas et honores et alias res quas ibi habebat. Si vero redire noluerit infra istum terminum, illud quod ibi habebat sit penitus fratrum absque aliquo impedimento.” (“If any Saracen of Xivert that dwells in a house wishes to go to the land of the Saracens and comes back to stay within one year, he may take back without any impediment the houses and lands and other things that he may have there. If he really does not wish to come back within this time, all that he had there is to be given to the brothers as penance without impediment.”) A similar structure also appears in the charter of Cervera (Charter 1) when it regulates the eventual exit of Muslims from the relationship: “Volumus quod si aliqui maurus voluerit exire de Cervaria infra hunc primum annum, quod posit facere [...]” (“We wish that if any Moor wants to exit Cervera within the first year, they may do so [...]”). In the charter of L’Aldea (Charter 4), “si aliquis eorum infirmaretur ut non teneatur facere goffram donec prevaleat ab infirmitate” (“if any of them falls ill, they are not to be obligated to fulfil the work obligation during their illness”) is subordinate to the previous action phrase “Item, ut omnes sarraceni de Aldeya qui tenuerit domum in dicto loco teneantur un unoquoque mense operare unum diem in nostris necessariis [...]” (“Also, every Saracen in L’Aldea that has a house in that place is obligated to work one day per month for our needs [...]).

actions taking place at the same time as the document is being written and enforced by it. Accordingly, they are expressed using verbs in the present tense and indicative mood. The two exceptions are subjunctives with the meaning of future actions and relate to obligations assumed by the order (“no y traya” [“not bring there”], “uos mantienga” [“keep you”]). By contrast, the action phrases in which Muslims are the actors are largely articulated in the subjunctive mood, as they are relayed in an indirect fashion in the sense of mandates to be fulfilled and regulations to be obeyed in the future. The verbs in these action phrases are in the second or third person plural (and occasionally in the third person singular), indicating that it is the representatives of the order establishing the terms, and the beneficiary of the actions is explicitly or implicitly the order as well.

Action phrases associated with Muslims only appear in the indicative mood in rare cases. Using the charter of Urzante (Charter 10) as an example once again, there are three instances of this structure. The first two are found at beginning of the text: “La aljama de los moros que seredes de Uçrant” (“The aljama of the Moors who will be at Uçrant”) and “a todos quantos y uenrran daqui adelant a pobla[r]” (“to all who henceforth come there to settle”). These are not so much actions as they are descriptors of the Muslims – as indicated by the use of the verb *ser* in Spanish, meaning ‘to be’. The third is a mandate laid down by the order that is relayed in direct speech: “las quales casas deuedes fazer cada un poblador” (“each settler must make their own house”).

Other instances of the indicative mood used for actions with Muslims as actors are related to actions occurring at the time of the issue of the respective charter and directly related to it. For example, in the first charter of Perputxent (Charter 11), the present indicative occurs in the context of the explicit and verbal acknowledgement of the new relationship by the Muslims, using the verbs ‘receive’ and ‘promise’: “recepimus bovis” (“we receive from you”), “promitimus hec omnia que superius dicta sunt a vobis [...] sic vobis et vestris attendere firmiter et complere” (“we promise that we will steadily attend to and fulfil everything stated above to you and yours [...]). This is also the case in the charter of Villastar (Charter 6): “recepimus a vobis domino magistro et fratribus memoratis sub modis condicionibus antedictis” (“we receive you master and brothers as lords under the aforesaid conditions”).

4. Beyond the grammar: a wider reading

Up to this point, our analysis has focused on the grammatical formulations of the action phrases in the texts, which has foregrounded signs of asymmetry in the empowerment of the actors: The uneven distribution of power between the involved

parties characterises the way in which the texts are constructed – what they say and how they say it. These observations prompt further considerations by incorporating the contents of the actions as an element of analysis.

We have already examined how the grammatical constructions of the action phrases point towards an imbalance in status between Muslims and military orders in the establishment of the bonds. The qualifiers attached to each actor reinforce this perception of unevenness. There is a clear divergence, for example, between the adverbs accompanying some of the actions carried out by Muslims respectively military orders: Muslims are described as promising to “give and act and comply faithfully and well” (“dare et facere ac complere bene et fideliter”) in the charter of Villastar (Charter 6), and as acting “humbly” (“humiliter”), “begging” (“supplicans”), and even giving thanks to the order (“ab humil acció de gràcies”, which translates to “from humble action of thanks”) in the second charter of Xivert (Charter 14). The second charter of Perputxent (Charter 13) was granted “upon humble supplication by the aljama of the Saracens” (“ad humilem supplicationem pro parte aljame saracenorum”). No such descriptors are used for the representatives of the military orders.

More generally, the encountered roles and ways of identifying the representatives of military orders respectively Muslims likewise support this interpretation. The issuers of the charters were always representatives of military orders; they defined the conditions in each document and are invariably identified by name. By contrast, the Muslims involved in the proceedings are not treated in such a consistent manner and could only accept the conditions proposed by the orders. In some instances, they are not even explicitly named.

This is linked to another sign of power imbalance present in the transactions: Whose voice are we listening to in the documents? Even though the majority of the action verbs in each charter is associated with Muslims, it is the voice of the representatives of the respective military order that is transmitted through the text. Action verbs associated with Muslims appear in the subjunctive mood for the most part, which is usually an indicator of indirect speech in Spanish as well as in Latin. In other words, the construction of these sentences implies that they are records of what the representatives of the orders are saying, not the Muslims.

There are a number of further indications enabling us to perceive this asymmetry in power distribution, beginning with the choice of language in the charters: Despite being granted to Muslims, all of them are written either in Latin or in vernacular Iberian languages rather than in the language of the settlers they are directed at. Only a single charter – the one granted by the Templars to the Muslims of Urzante in 1312 (Charter 10) – includes a translation of the text into Arabic.

Moreover, we must not forget that most of the action phrases occurring in these

documents refer to Muslims doing things (or refraining from doing them) under the mandate of the military orders. This means that Muslims were expected to act according to the parameters defined by the representatives of the orders – and that the latter would police the fulfilment of those obligations. On the other hand, although the military orders also assumed obligations toward the Muslims in these charters, they are fewer in number and formulated in a more abstract manner, granting more leeway to the representatives of the orders to determine how they would fulfil those onuses. For example, in the charter of Villastar (Charter 6), we find an action phrase expressed in the passive voice from which we can infer that the action was to be carried out by a representative of the Order of the Temple. This provides a margin of uncertainty regarding who exactly would be responsible for this action. The wording in question occurs in the description of how the lands within the *alquería* or settlement would be divided: “omnes hereditates predicte alquerie dividantur equaliter et quinyonentur inter XXX. Sarracenos [...] exceptis quator hereditatibus quas christiani habent ibi prout eas tenent et fuerunt eisdem assignate” (“every piece of land in said Muslim settlement is to be divided equally and given for work among 30 Saracens [...] except for four pieces of land that Christians have there, for they possess them and [they] were granted to them”).

In addition, although the involved Muslims do accept the conditions explicitly in most of the charters, such as those of Villastar (Charter 6), Urzante (Charter 10), and Perputxent (Charter 11), there is no record of such acquiescence in the charters of L'Aldea (Charter 4) and Ribaforada (Charter 3). This leads us to assume that the explicit consent of the Muslim side was not always required for the charters to come into effect. In the cases where this section is missing, the voice of the Muslims is not reflected at all, and their acquiescence to the terms must be inferred without a basis in the text itself.

When the Muslims do appear as accepting the terms of the bond, they do so by promising to be faithful to their lords and comply with the mandates. Some of the charters, such as the one for Villastar, explicitly state that the Muslims would only keep their possessions as long as they fulfilled the obligations described in the charter: “Hec omnia faciendo et complendo predictas hereditates habeatis, teneatis possideatis et explectetis vos et successores vestri” (“you and your successors are to have, hold, and possess said pieces of land while you do and fulfil all this”). A similar clause appears in the second charter granted to the Muslims in the valley of Perputxent (Charter 13). There is no equivalent clause ensuring the military orders complied with their assumed obligations, however.

The charter granted in Urzante (Charter 10) contains two passages mentioning the submission of Muslims. The first requires the Muslims to accept the commander of Calchetas or an eventual commander of Urzante as their lord in representation of

the order (“que al comendador de Calchetas que sera por tiempo o al de Uçrant, si uoluntat fuere del Hospital de poner y comendador, que lo aguardedes et lo tengades por sennor en uoz del dicho Hospital”);³⁶ later, the acceptance of the terms by the Muslim community likewise emphasises their obeisance to the order as their “natural lords”, with the former kissing the hands of the representatives of the Hospitallers as a sign of submission following the feudal rituals:³⁷

“[...] recebimos la dicha donacion de uos el dicho prior nuestro sen-
nor en toda la forma sobredicha, et recebimos por sennor a uos et a os
freyres todos del dicho Hospital et a su mandamiento et deuenimos uas-
sallos del dicho Hospital et de uos, et besamos uestras manos como
a sennor natural al qual deuenos aguardar et obedir en todas cosas.
([...] we receive said donation from you said prior, our lord, in the man-
ner stated, and we receive you and all the brothers of the Hospital as lords
and become vassals of the Hospital and you, and we kiss your hands as
we would a natural lord who is to be held and obeyed in everything.)”

The Muslims accepting the charter of Perputxent promised to comply with the terms and obligated themselves and their possessions to the order:

“Ad hec autem nos dicti sarraceni recipimus vobis, dicto domino castel-
lano, dictum stabilimentum, ad dictum censum, ad dictam partem fructuum
intrate et sub formis et conditionibus antedictis promittimus hec omnia que
superius dicta sunt a vobis attendendas et complendas. Et sic vobis et vestris
attendere firmiter et complere prout superius sunt expressa, sine contradictu
aliquo in bona pace, obligando scienter ad hec vobis et vestris nos et omnia
bona nostra mobilia et immobilia ubique habita et habenda. (And for this we
said Saracens receive from you said castellan lord the stated establishment,
for the stated rent [and] the stated part of the fruits, and we promise under
the aforesaid forms and conditions to attend and complete them for you. And
we [promise to] attend to you and yours firmly and completely as expressed
above, without any contradiction in good peace, knowingly binding us to you
and yours, and all our movable and immovable goods wherever we live and
have them.)”

36 “That you are to hold and have as lord and representative of the Hospital the commander of Calchetas that will be, or that of Urzante – if the Hospital wished to instate a commander there.”

37 This use of feudal traditions for the submission of Muslims was quite widespread. One instance from the fourteenth century involving the towns of Çenet and Sagra as well as the Order of Santiago has been studied in Clara Almagro Vidal, *Transferring Land and People: The Muslims of Çenet, Sagra, and Agna, and the Order of Santiago (1341)*, WORCK Data Stories, available online: <https://dkan.worck.digital-history.uni-bielefeld.de/?q=dataset/transferring-land-and-people-muslims-%C3%A7enet-sagra-and-agna-and-order-santiago-1341>.

All three of these instances in which Muslims actively accepted the terms of the bond agreement use the verb ‘to receive’ (“recipimus”; “recebimos”). This complements the use of the verbs meaning ‘to grant’ or ‘to give’ (“otorgamos”; “concedimus”; “damus”) associated with the military orders at the beginning of the charters. Moreover, the majority of these action phrases featuring order representatives as their actors relate to the granting of things or their retention for oneself (“retinemus”; “retenemos”).

Another clear illustration of this point is the charter of Ribaforada from 1250 (Charter 6), in which the master of the order reserved the right to unilaterally change the conditions of the relation: “a[itor]gamos estas convenenças ata que el magistro quiera, per millorar e per far lo que el querra” (“we grant these agreements for as long as the master wants, to improve them and to do what he wishes”).

Beyond these explicit expressions of submission to the new lords, the existence of the charters themselves is also a sign of the stark asymmetry embedded in the terms of the relationships: Military orders were able to grant rights to Muslims and exempt them from obligations because they were in possession of those rights. In other words, Muslims were expected to fulfil certain obligations by default and were not naturally entitled to the rights and possessions granted in the charters. They benefited from them only due to the mercy of their lords.

Independent of the specific obligation or permission they express, the formulations of action phrases associated with military orders have something in common: They always grant something to the involved Muslims or retain it for the involved military order. Although there are a few instances of Muslims appearing to request certain terms from the respective order,³⁸ they always do so from a position of inferiority.

Moreover, a joint examination of the charters granted to Christians and Muslims by military orders shows that the rights granted to Muslims with regard to the land and resources are more restricted than those afforded to their Christian counterparts. Only some of the population charters granted to Muslims and analysed for this study include a relatively generic clause found in every single charter granted to Christians, providing them with space and resources in the location at which they were settling.³⁹ This omission may be due to the fact that these charters did not serve

38 Such is the case in the second charter of Perputxent (Charter 13) and the second charter of Xivert (Charter 14).

39 For example, a charter granted to a group of Christian settlers by the Hospitallers in La Torreta (a village in today’s province of Valencia) – after describing the amount of arable land, orchards, and vineyards to be granted to the settlers – states that they are given and assigned these “universal territories” with water, trees, pastures, meadows, trees, entrances, exits, borders and all their appurtenances: “vobis terminavimus fixaramus et assignamus cum presenti, cum equiis, aquis, arboribus, erbis, pratis, lignis, introitibus, exitibus, affrontationibus et suis pertinentiis universis” (Valencia, 5 March

the exact same purpose as traditional population charters despite their similarities in form and content,⁴⁰ or because Muslims' universal access to the resources and spaces was not necessarily guaranteed in those instances and could be rescinded at any time by their lords. Only further study can help to answer this question.

A further aspect of interest is the regulation of the mobility of Muslims and their possessions, either for the purpose of exiting the relationship with the military orders or for other reasons. The documents govern this aspect in different ways.

The charter of L'Aldea (Charter 4) is perhaps the most detailed in this respect. Muslims were allowed to transfer their land to others, although they had to pay a tax for doing so (one fifth of the price), and they could also buy land from Christians as long as they continued to fulfil the obligations assumed by the Christian preowner. The consequences of unlawful exits from the established relationship are also addressed. The order was to prosecute any person who left, while others were not to be held liable for such fugitives: By contrast, the charter of Urzante (Charter 10) went as far as stating that Muslims were beholden to the order with their bodies and possessions and that they could not leave with pending debts owed to the order. It also prohibited them from selling land to outsiders.

Not all documents address the issue of potential exit from the dependence relationship with the same level of detail; some of them only mention it as an aside. The charter issued for Ribaforada in 1250 (Charter 3) does not regulate Muslims leaving the site or selling their lands, though it does contain a clause forbidding outsiders to make use of the resources in the area. The charter of Villastar (Charter 6) refers to the mobility of Muslims only indirectly by prohibiting them from selling land with-

1245. Guinot Rodríguez, *Les cartes*, 1991, 186f.). This wording is relatively standard for donations, exchanges, and sales of lands among Christians and can be found in several of the charters granted to Muslims as well, such as that of Villastar (Charter 6), where the settlers were given the *alqueria* or Muslim settlement of Villastar in the territories of Vilel with houses, orchards, arable lands, and other lands populated and unpopulated, and all its universal territories and appurtenances: “damus, concedimus et stabilimus in perpetuum vobis Ferag de Pali et Abraham Algebez et Jubamestar et Abdella Azir Abeyanet et alii populatibus sarracenis qui modo sunt vel in antea erunt ad populandum locum nostrum et alqueriam que notatur Bellestar que est in termino de Villelo cum domibus, ortis et ortalibus, agris et aliis hereditatibus heremis et populatis et terminis suis et pertinenciis universis” (“we give and grant and establish to you Ferag de Pali and Abraham Algebez and Jubamestar and Abdella Azir Abeyanet and the other Saracen settlers that are now and will be in the future to settle in our site and *alqueria* [rural Islamic settlement] that is called Villastar, which is in the territory of Villelo, with houses, orchards and lands, and other estates both populated and unpopulated, and with its universal territories and possessions, forever”).

40 An example of this is the second charter of Ribaforada (Charter 7), in which the order confirms the possession of lands that were already in the hands of the settlers under the condition that they worked them: “damus et otorgamos a vos, toda la aljama de los moros vasallos del Temple, estantes en la villa de Ribaforada, es assaber [todos] los heredam[ientos que] havedes et tenedes el dia de huey, en tal condicion que lauredes toda tierra blanca” (“we give and grant to you, the entire aljama of the Moorish vassals of the Temple that are in the town of Ribaforada, namely, all the lands that you hold and have today, as long as you work all of the white land”).

out the permission of the order, which was to receive one quarter of such a sale's proceeds. The charter granted in Perputxent in 1316 (Charter 11) merely refers to the town charter of Valencia to govern the sale of properties to persons outside the Muslim community.

In addition, several other terms included in a few of the agreements limited the freedom of the involved Muslim communities in some fundamental ways – generally because the respective orders reserved for themselves certain rights to institute leaders and judges or to judge the Muslims' affairs. These clauses further manifest the subjection of the Muslim settlers to the military orders.

5. Conclusion

The analysis of the language and contents of these medieval population charters from medieval Iberia offers fascinating insights into the relationships between Muslims and military orders as settlers and lords. The employment of an approach derived from historical semantics provides new depth to the understanding of this as well as opening up opportunities for its application to other written sources. Although not always in immediately obvious ways, the grammatical structures and other formal aspects of the documents convey information about the newly established bonds as well as the conditions under which the respective Muslims found themselves. In this respect, historical semantics reveals that content and container reinforced each other to transmit a message that would be clear to the reader – namely, that the military orders were in a position of superiority over the Muslims in every sense and the establishment and development of the relationships between these parties were thus characterised by inherent inequality from the very beginning.

In this sense, the choice of vocabulary and grammar employed in the texts points to a situation in which Muslims were at clear disadvantage vis-à-vis military orders when entering into such an agreement, and the contents of the clauses confirm this impression. This asymmetry allowed military orders to be the primary voice – and on occasion the only voice – we hear in the charters, and even when negotiations between the two parts are hinted at (especially through the use of terms like *pacta* or *conveniença*), the terms are expressed as a result of the will of the military orders, not that of the Muslims.

The relationships that were forged through these charters and would endure through time were not homogeneous, nor were their starting points. However, the asymmetry in the power relation imbuing the entry point persisted: Even when Muslims were not unfree per se, they were frequently restricted in their actions and subject to the interests and desires of their lords – up to and including the moment

at which they left the bonds they had established with them. Under the rule of military orders, Muslims no longer had the ability to choose in regard to many aspects of their lives, nor were they in charge of further developments that would affect them directly.

In summary, these charters show quite clearly that from the moment when the respective Muslims entered into a relationship with a military order, they delegated certain portions of their autonomy and that of their descendants to their lords, limiting their options. Whether this was the lesser evil from their perspective remains uncertain.