Gerald Odonis’ Economics Treatise

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Abstract
Gerald Odonis’ treatise on contracts, restitutions, and excommunication is one of his earliest works, composed in Toulouse ca. 1315-17. Mainly based on Peter John Olivi’s \textit{De contractibus}, but using a variety of other sources and offering some original arguments as well, it is remarkable for its pragmatic approach to economic phenomena. His rejection of the rational argument against usury reveals a casual use of the bull \textit{Exiit qui seminat}, defining Franciscan poverty, as well as a change of assumptions in the approach to economic exchange. Whereas various explanations can be provided for the provocative aspect of this youthful treatise, all in all, it can best be described as a free and uninhibited interpretation of the scholastic tradition.

Keywords
Gerald Odonis, economics, usury, lending, Peter John Olivi, John Duns Scotus, Toulouse, \textit{Exiit qui seminat

GC: The Treatise’s Prologue and Structure\textsuperscript{1)}
As Gerald Odonis claims in the prologue, his \textit{Liber de contractibus et restitutionibus et de sententia excommunicationis} is meant to support his confreres in the difficult task of confession by providing a synthesis of the major theologi-

\textsuperscript{1)} Although the contents of this paper were discussed by both authors, we reproduce the dialogue structure of our talk in Palermo, giving our initials as GC and SP. Thus this first section and \textit{The Historiography, Other Sources for the Treatise, Odonis’ Originality: a Pragmatic Approach, Odonis’ Use of Exiit qui seminat, and A Simplified yet Innovative Vision of Moral Economy} are by Giovanni Ceccarelli, whereas sections \textit{Manuscripts, Dating the Treatise, Odonis and Olivi, Challenging Olivi’s View on the Natural Law Prohibition of Usury, Odonis as a Provocative Young Scholar} and the critical edition are by Sylvain Piron. We wish to thank Bill Duba for having produced an excellent \textit{reportatio} of this talk, and Chris Schabel for his editing of the \textit{ordinatio}.

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cal teachings on the subject. Odonis openly states that his work does not aim at a full treatment of the topic, but is a personal selection of the most frequent situations that confessors have to face. Such a work thus cannot be labelled as typical of the emerging literary genre of the economics treatise; rather it can be considered as something similar to a manual for confessors, albeit one that neither follows the classical framework of the *Summae confessorum*, nor that of commentaries on book IV of the *Sentences*.\(^2\)

Odonis’ practical goal of clarifying issues that commonly puzzle confessors (*perplexitatem generant in conscientia confessorum*) heavily influences the treatise’s structure. The work is therefore divided into three parts: (I) the first is devoted to contracts (and usury); (II) the second discusses ill-gotten gains and the procedures to be followed in the restitution of such gains; (III) the last deals with excommunication and reserved cases, i.e., those sins whose absolution cannot be given by simple priests but is reserved to superiors. At the end of part two, a concluding remark tells us that the topic initially proposed has now been sufficiently dealt with, which allows us to treat these first two parts as one coherent unit, which will henceforth be referred to as *De contractibus*.\(^3\)

Even though the discussion on restitution should not be underestimated, economic topics are mainly to be found in the first section, whereas the last part of the treatise is of lesser importance in this realm.\(^4\) Contracts are examined in seventeen questions that refer to three main topics: (I) ownership and use of material goods (questions 1 and 2); (II) buying and selling, trade and prices (questions 3 to 11); (III) credit agreements and usury (questions 13 to 18).


\(^3\) “Et sic pater ad sextum articulum et ultimum et per consequens ad totum istum tractatum de contractionibus faciendis quod erat primum in isto tractatu expediendum”: B 110v; C 134vb; E 39v; T 23v. For the sigla, see the following section and n. 96 below.

\(^4\) On the underestimation of the importance of discussions on restitution as sources for medieval economic thought, see G. Ceccarelli, ‘L’usura nella trattatistica teologica sulle restituzioni dei male ablata (XIII-XIV secolo)’, in *Credito e usura fra teologia, diritto e amministrazione. Linguaggi a confronto (secc. XII-XIV)*, ed. D. Quaglioni, G. Todeschini, and G.M. Varanini (Rome, 2005), 3-23.