

## Boccaccio and the Impossible: Legal Maxims, Love Contracts and the Indissoluble Obligations of Romance in the *Filocolo*\*

Nemo potest ad impossibile obligari  
No one can be bound to the impossible  
(*Regula iuris 6, Liber Sextus*)

Nemo duplici potest amore ligari  
No one can be bound to two loves  
(*Regula amoris 3, De amore*)

voluntas completa non est nisi de possibili  
The will is not complete unless it is of what is possible  
(*Summa Theologiae I<sup>a</sup> II<sup>ae</sup> q. 13 a. 5 ad 1*)

The word “impossible” comes from the Latin *posse*, a modal verb expressing capability: *potere* in Italian, “to be able” or “can” in English. That which is possible is that which someone — although not everyone — can do. That which is *impossible* is that which *no one* can do. The impossible lies outside the realm of anyone’s capability, beyond anyone’s *posse*. In colloquial and figurative speech, impossibility may often indicate something extremely difficult or something a person really doesn’t want to do, rather than something that truly *cannot be done*: “This book is impossible to read,” or “It’s impossible to get over you.” In a strict sense, however, the impossible is that which cannot be done *at all*, by anyone. The impossible is that which *cannot be*.

The imaginary worlds of literary texts challenge the boundaries of the impossible. Although impossibility is defined by negation, it is also a fertile ground of creation and potential. Many impossible

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things which cannot be done and cannot exist in known reality may at a moment's notice be called into being in the mind alone. In the act of imagining the impossible, the impossible becomes real, at least to the extent that all fiction is real, because it can exist and be explored within the mind. The impossible, in other words, is not the unimaginable, and thus impossibility encompasses both inability and potential, negation and creation, boundary and invitation. The impossible is simultaneously a limit and a challenge to transgress that limit.

This essay traces the contours of impossibility in the *Filocolo*, the sprawling prose romance that the young Boccaccio wrote while studying canon law in Naples.<sup>1</sup> The *Filocolo* retells the romance of Floire and Blancheflor (Florio and Biancifiore in Boccaccio's Italian), a well-established plot that originated in Old French around 1160 and was soon retold in many European vernaculars.<sup>2</sup> Biancifiore is an orphan girl raised at court alongside the Saracen king's son Florio; the royal parents disdain their son's love for this girl of presumed low parentage and attempt through various means to put an end to their romance; they sell Biancifiore into slavery and she is held captive by the admiral of Alexandria; Florio finds her and they consummate their union after a clandestine marriage ceremony, only to be caught and sentenced to death, then liberated, then pardoned, then publicly married; and finally they convert to Christianity. Boccaccio did not invent this basic plot, but the *Filocolo* (which clocks in at over 600 pages in the standard critical edition) layers on a wealth of additional material, including many explicit statements and discussions on the principles of love that influence characters' behavior within the fictional world of romance.<sup>3</sup> I propose that impossibility is core to the *Filocolo*'s conception of love.

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<sup>1</sup> The author makes direct reference to his study of canon law as he invokes God for sustenance in his writing: "nelle sante leggi de' tuoi successori spendo il tempo mio" [I spend my time in the holy laws of your successors] (1.1.30).

<sup>2</sup> Grieve presents a handy chart of character and place names across major versions of the Floire and Blancheflor tale in Appendix B (1997, 204-09).

<sup>3</sup> Victoria Kirkham counts about a dozen characters in earlier versions, yet "some sixty" distinct characters in the *Filocolo*, including pagan gods, mortals, and allegorical personifications (2001, 155). The *Filocolo* is a massive, heterogenous text that has never received widespread critical attention, but neither has it been entirely neglected: see Grossvogel 1992, Grieve 1997, Kirkham 2001, Morosini 2004, Lopez 2021, Zak 2022.

With a citation of the legal maxim *Nemo potest ad impossibile obligari* — No one can be bound to do the impossible — the *Filocolo* invokes impossibility from its very first pages.<sup>4</sup> The word *impossibile* and its variants occur fifty-one times throughout the text.<sup>5</sup> (By contrast, in the *Decameron*, which is about a third again as long, there are only five occurrences of the adjective *impossibile*.<sup>6</sup>) In medieval law and theology, impossibility is a power of ontological extinction. A contract is nullified if its terms are impossible, as the legal maxim states. And the human will cannot be complete if it is focused on impossibilities, as we may learn from Aquinas, who imagines a “will for the impossible” as *velleitas*, taking the verb *volere* [to want], the etymological root of *voluntas* [will], and putting it into the subjunctive mood *vellet* [would want]. This *velleitas* is the will that one would will, if it *were* possible; but, as Thomas states, “*voluntas completa non est nisi de possibili*” [The will is not complete unless it is of what is possible].<sup>7</sup> Yet in the domain of love, impossibility does not always perform as expected. Literature opens up new pathways into the subjunctive, hypothetical, and imaginary realms of impossibility. James Knapp and Peggy Knapp, in their book *Medieval Romance: The Aesthetics of Possibility*, write that “part of the pleasure [of the romance genre] lies in its capacity for

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<sup>4</sup> Legal maxims are an underexplored dimension of law and literature in the Italian Middle Ages. Madonna Filippa cites the famous maxim “*Quod omnes tangit*” in *Decameron* 6.7, as Kenneth Pennington first observed in 1977, and I have recently shown that the concept of fraudulent counsel in the *Inferno* has roots in a maxim of medieval canon law: “*Nullus ex consilio, dummodo fraudulentum non fuerit, obligatur*” [No one incurs legal obligation by giving counsel, unless that counsel is fraudulent]. Delmolino 2023; Pennington 1977. For an introduction to medieval legal maxims generally, see Stein 1966.

<sup>5</sup> I counted occurrences in the *Filocolo* by searching for *impossibil\** in the text catalogue of Biblioteca Italiana (<https://www.bibliotecaitaliana.it/>). The lexeme *impossibil\** appears no more than three times in any other of Boccaccio’s minor works.

<sup>6</sup> The *Filocolo* spans 615 pages in the Mondadori *Tutte le opere* series directed by Vittore Branca; the *Decameron* is 964 pages. The concordance to the *Decameron* reports five moments of impossibility (Papio 2001). Two of the occurrences are in 10.5 (paragraphs 5 and 9), the tale of Madonna Dianora’s impossible garden, which is adapted from the fourth *Questione d’amore* in the *Filocolo* and discussed in the final section of this essay. The other instances of “impossible” appear in 3.9.31, 9.2.18, and 10.9.82.

<sup>7</sup> *Summa Theologiae* I<sup>a</sup> II<sup>ae</sup> q. 13 a. 5 ad 1. I cite the Latin from the Leonine edition as edited and made available by The Aquinas Institute (<https://aquinas.cc/>), with my own translations.

metaphysical probing.”<sup>8</sup> I take the *Filocolo*’s invocations of impossibility seriously, not as simple rhetorical embellishments but as a poetics of doing and being. When crafting the *Filocolo*’s treatment of impossibility, Boccaccio had at his disposal not only the canon law of contracts and the Christian theology of will, but also a lyric tradition, from the troubadours to Dante, that uses impossibility both as a rhetorical device to express the boundlessness of the lover’s desire (*adynata* or *impossibilia*) and as a way of framing the lover’s obligation once he has consented to love. All of these influences converge in the textual mosaic of the *Filocolo*.

This essay explores impossibility across four scenes that I read as direct engagements with the contractual principle “no one can be bound to the impossible.” These episodes all occur in parts of the text that have a high adherence to the generic conventions of romance: the narrator’s enamoration of his beloved Maria in *Filocolo* 1.1, Florio’s separation from Biancifiore in Book 2, the scene of Biancifiore’s death in Book 3 (faked, but believed by Florio to be real), and the *novella* of the impossible garden in the *Questioni d’amore*.<sup>9</sup> Across these four scenes, the *Filocolo* intermingles the principle of impossibility in contract law with courtly notions of romantic desire, drawing on the resonances between contract and love as forms of consent-based agreement that generate future obligation between two parties.<sup>10</sup> Boccaccio expands and complicates the scope of impossibility, transforming it from a force that nullifies a contract (as it is used in the simple citation of *Filocolo* 1.1) into a

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<sup>8</sup> This work does not discuss the *Filocolo*, but one of the first examples of medieval romance the authors give is Chaucer’s *Franklin’s Tale*, a story adapted from the *Questioni d’amore* in the *Filocolo* and discussed in the final section of this essay. Knapp and Knapp 2017, 6.

<sup>9</sup> While it is beyond the scope of the present essay, a future layer of analysis could consider how the explicitly Christian framing of Book 5, inaugurated by Florio and Biancifiore’s marriage, transforms the role of impossibility and obligation. Marriage replaces the metaphorical contractuality of romantic love with a literal legal bond, transforming lovers into spouses and defining explicitly legal obligations within their union. Occurrences of *impossibil*\* are greatly reduced in Book 5: there are only 3 uses there, compared to 5, 8, 11, and 24 in the first four books respectively.

<sup>10</sup> I have written elsewhere about Boccaccio’s study of canon law and argued that *Causa* 33 of Gratian’s *Decretum* is a source for the analysis of conjugal debt presented in *Decameron* 2.10: Delmolino 2018. For more on Boccaccio’s legal sources — both Roman and canon — see Battaglia Ricci 2002 and Conetti 2015-16.

defining structural feature of the love contract. While legal impossibility puts things to an end, the literary characterization of love as an all-consuming force, one that pushes the lover to the brink, will inevitably produce a confrontation with the impossible. In love, the impossible is just the beginning.

1. *Nemo potest ad impossibile obligari*: No one can be bound to the impossible (*Regula iuris* 6)

The *Filocolo* routinely characterizes love as contractual obedience to the dictates of an irresistible force. Love is not just a feeling: it is an obligation. That premise is explicitly stated in Book 4's *Questioni d'amore*: "qualunque uomo o donna ama alcuna persona, per la forza di questo amore portato è ciascuno sì forte *obligato* alla cosa amata, che *sopra tutte le cose* a quella desidera di piacere, né a più *legarla* bisognano o doni o servigi" [any man or woman who loves a person is so strongly *obligated* to the beloved thing by the force of this love that they desire *more than anything* to please it, nor are any gifts or performances necessary to further *bind* them] (4.20.3).<sup>11</sup> The contractual verbs *obligare* and *legare* (to obligate and to bind) frame love as a compulsive force ("forza") stronger than any other power that might be exerted on the lover's will. A lover will go to any possible lengths to meet the demands of love, for he is bound to an extreme degree ("sopra tutte le cose" [above all other things]).<sup>12</sup> Once a lover enters the world of amorous obligation, the only real impossibility is ever being free of it, as Florio's traveling companions attest at the start of Book 4: "O quanto è dubbiosa cosa nella palestra d'Amore entrare, nella quale il sottomesso albitrio è impossibile da tal nodo slegare, se non quando a lui piace" [What an uncertain and dangerous thing it is to enter the arena of Love, in which it is impossible to unbind the submitted will from that knot, except when it pleases Him] (4.5.2).<sup>13</sup> Earlier in the text,

<sup>11</sup> I cite the Italian text of the *Filocolo* from Boccaccio 1967. Translations and emphases are mine, though I have consulted and adopted some of the phrasings in Boccaccio 1985.

<sup>12</sup> This all-consuming love is not the only kind of love in the *Filocolo*, but excess is a persistent characteristic of romantic/sensual love (what the *Questioni d'amore* call "amore per diletto"). See Smarr 1986, 40-43.

<sup>13</sup> Fiammetta's response to Question 7 articulates a similar idea, characterizing romantic love (*amore per diletto*) as compulsive once one is in it, even though the

Florio describes his own love as “quello che agl’iddii saria impossibile frastornare” [that which would be impossible for even the gods to undo] (3.4.6). In the context of a love-force that exerts profound compulsion on the lover, overriding reason and measure, *impossibility* marks the only limit to the extremes of love’s obligations.

The trope of romantic love as irresistible obligation is far from Boccaccio’s original invention. It is, quite the contrary, a conventional theme. In the Italian lyric tradition, we might quickly recall several examples which emphasize the consuming totality of the love experience: Guido Guinizzelli’s *Al cor gentil* (“così dar dovria, al vero, / la bella donna, poi che [’n] gli occhi splende / del suo gentil, talento / che mai di lei obedir non si disprende” [when the beautiful lady shines in the eyes of her lover, she should give him, in truth, a desire such that he never ceases to obey her])<sup>14</sup>; Guido delle Colonne’s *Amor, che lungiamente m’hai menato* (“c’ò più durato – ch’eo non ho possanza, / per voi, madonna, a cui porto lianza / più che no fa assessino asorcotato, / che si lassa morir per sua credanza” [I have endured so much that I have no more power – for your sake, madonna, to whom I bring more fealty than the fanatical assassin who dies for his faith])<sup>15</sup>; Guittone d’Arezzo’s *Ahi Deo, che dolorosa* (“Amore, perché tanto / se’ ver’ mene crudele, / già son te sì fedele / che non faccio altro mai che ’l tuo piacere?” [Love, why are you so cruel towards me, when I am already so loyal to you that I do nothing other than your will?])<sup>16</sup>; and of course Francesca’s ever-cited dictum “Amor, ch’a nullo amato amar perdona” [Love, who pardons no beloved from loving].<sup>17</sup> I do not mean to flatten these examples by suggesting they all share an identical ideological orientation in their treatments of love, which are nuanced and diverse. But what they do share is the rehearsal of a lyric trope: love as an all-powerful force (emphasized in small words of totality like *nullo* and *mai*) that

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choice to become subject is up to the lover: “conviençi, poi nelle sue reti siamo incappati, seguire la sua vita” [we must, once we are caught in his snares, follow his way of life] (4.46.20).

<sup>14</sup> *Al cor gentil rempaira sempre amore* 47-50. Unless otherwise noted, medieval Italian lyrics are cited from Contini’s *Poeti del Duecento* with my own translations.

<sup>15</sup> Guido delle Colonne, *Amor, che lungiamente* 5-8.

<sup>16</sup> Guittone d’Arezzo, *Ahi Deo, che dolorosa* 49-52.

<sup>17</sup> *Inferno* 5.103. Cited from Digital Dante (<https://digitaldante.columbia.edu>).

binds the lover to obedience and service, drawing the lover to the brink.

The idea that a lover will go to the very limits of what is possible — still expressed today in romantic clichés like “I’d do anything for you” — is a fertile point of contact between the law of obligations and the obligations of romance. The lexicon of love-as-obligation is the legal vocabulary of contracts, for both rely on verbs of binding, obligating, promising, dissolving, releasing. At a basic level, a contract is an agreement that creates obligation between two or more parties, made by consent and enforceable by a legal system. Impossibility, in the law, nullifies contract. That nullifying power of impossibility is expressed in the legal maxim *Nemo potest ad impossibile obligari* [No one can be bound to the impossible].

Boccaccio cites this maxim of impossibility in the first chapter of the *Filocolo*, as the narrator recounts how he fell in love with his lady, “Maria,” in terms clearly modeled on courtly and Stilnovist accounts of enamorment.<sup>18</sup> Maria calls on the “amorosa forza” that binds the author to her and requests that he write the story of Florio and Biancifiore in the vernacular tongue. This request provides a justification for the external, material existence of the book while also setting up a crucial premise of its internal, fictional world — that is, the power of love’s obligation: “ti priego che per quella virtù che fu negli occhi miei il primo giorno che tu mi vedesti e a me per amorosa forza t’obligasti, che tu affanni in comporre un picciolo libretto volgarmente parlando...” [I beg you — by that power which was in my eyes the first day you saw me and obligated yourself to me by amorous force — to work to compose a little book in the vulgar tongue...] (1.1.26). The reflexive verb *ti obligasti* (you obligated

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<sup>18</sup> Her name “Maria” is given indirectly in a periphrasis that, as Victoria Kirkham shows, is drawn from Dante’s *Paradiso* 32.3-6: “lei nomò del nome di colei che in sé contene la redenzione del misero perdimento che avvenne per l’ardito gusto della prima madre” (*Filocolo* 1.1.16). In Book 4, Caleone will explain the character Fiammetta’s actual name with a very similar periphrasis (4.16.4), hence the conclusion of many critics that the Fiammetta who governs the *Questioni d’amore* is a kind of avatar for the “Fiammetta” who commissioned the *Filocolo*, even though the narrator does not use that name for her. As Kirkham writes: “Starting already in the *Filocolo*, her names multiply from ‘Maria d’Angiò,’ more familiarly ‘Fiammetta,’ to embrace associations from Venus to the kings of France, from Ovid to Beatrice, from Virgil to Aquinas. It is a mistake to think of her as one person, which she would have to be were she a real woman” (2001, 74, and 23-32 for discussion of the name Maria in the *Filocolo*).

yourself) has both romantic and legalistic heft, and the love contract generates a fantastical literary work.

The author of the *Filocolo* agrees to undertake the task, but sets a limit on his obligation by claiming the excuse of impossibility:

negare non posso di pigliare e questo e ogni maggiore affanno che a grado vi fosse, avvegna che a tanta cosa insufficiente mi senta; ma seguendo quel detto, *che alle cose impossibili niuno è tenuto*, secondo la mia possibilità, con la grazia di Colui che di tutto è donatore, farò che quello che detto avete sarà fornito. (1.1.28, emphasis added)

I cannot refuse to take up both this and every greater effort that may be pleasing to you, however insufficient I feel to such a task. But following that saying, that *nobody is bound to do the impossible*, I will make it so that what you have requested will be provided, according to my own possibility and by the grace of Him who is giver of everything.

“Alle cose impossibili niuno è tenuto” is a vernacular translation of “Nemo potest ad impossibile obligari,” the sixth maxim collected under the title *De regulis iuris* [*On Rules of Law*] at the end of the *Liber Sextus*, the collection of law promulgated by Boniface VIII in 1298.<sup>19</sup> Before it was incorporated into canon law, the maxim also held force in Roman law and can be found in *Digest* 50.17 as “Inpossibilium nulla obligatio est” [There is no obligation in an impossible thing], there too appearing under the title *De regulis iuris*.<sup>20</sup> Though many collections of canon and Roman law included maxims, the list compiled for the *Liber Sextus* proved particularly influential, and that is likely where Boccaccio would have first learned the maxim.<sup>21</sup>

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<sup>19</sup> *Regula iuris* 6 (in *Corpus iuris canonici* 1959, 2:1122-24), hereafter cited as “*Regula iuris* 6.” In his edition of the *Filocolo*, Quaglio traces the maxim to Roman law: “‘Quel detto’ altro non è che un celebre aforisma latino, già classico nella casistica del diritto giustiniano (‘Ad impossibilia nemo tenetur’), puntualmente tradotto dal giovane B. (cfr. II 17, 11), trasfuga dagli studi giuridici” (Boccaccio 1967, 720 n. 91). For a discussion of canonistic legal maxims as they intersect with Italian literary studies, and associated bibliography, see Delmolino 2023, 732-34.

<sup>20</sup> *Digest* 50.17.185.

<sup>21</sup> The list of *regulae iuris* in the *Liber Sextus* gained wide independent circulation in the Middle Ages. Filippa’s maxim in *Decameron* 6.7 — *Quod omnes tangit, ab omnibus approbari debet* — is rule 29 in the same collection. See Pennington 1977.

Legal maxims and love principles were conceptually intertwined at least since Andreas Capellanus' 12<sup>th</sup>-century treatise *De amore*. Capellanus' treatise takes the legal system as an analogue for the love system, which in his text includes not only courts and judgments of love, but also maxims: *De amore* 2.7 bears the title *De regulis amoris* and includes rules for love that resemble legal maxims in form and content.<sup>22</sup> Many legal maxims concern obligation and contract law, and many of the love maxims also concern obligation in a contractualized love relationship. For instance, the love maxim "Amor nil posset amori denegare" [Love can deny nothing to love] defines the love experience as an absolute obligation to the beloved, and "Nemo duplici potest amore ligari" [No one can be bound to two loves] sets a limit on the extent to which the lover may be bound.<sup>23</sup> The latter maxim's opening phrase, "nemo duplici potest," picks up the opening phrase of the legal maxim "Nemo potest ad impossibile obligari," translating legal impossibility into an amorous context. In the *Filocolo*, Boccaccio starts from a legal maxim, and translates it into the logic of love.

In contract law, *Nemo potest ad impossibile obligari* expresses that impossibility is an excuse for nonperformance and a legitimate defense for breach of contract. In less technical terms: if something can't be done, you can't be legally required to do it and you can't be penalized for not fulfilling a contract that required you to do it. If the thing is truly impossible, the contract is invalid. According to the canonistic interpretation of the maxim, nothing impossible can become the matter of a contract, but not all impossible things are impossible in the same way. The Ordinary Gloss to the *Liber Sextus* notes that "multiplex est impossibilitas" [impossibility is multitudinous].<sup>24</sup> The gloss lays out two primary modes of the impossible, impossibility of law and impossibility of fact:

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<sup>22</sup> Rüdiger Schnell, in his analysis of the reception of Roman and canon law in the *De amore*, takes it as obvious that the *regulae amoris* derive from the *regulae iuris* (1982, 130-32).

<sup>23</sup> These are maxims 26 and 3 in *De amore* 2.8, under the title *De regulis amoris*. I cite both Latin text and English translation, with occasional adjustments for clarity and flow, from Capellanus 1982.

<sup>24</sup> Ordinary Gloss to *Nemo potest ad impossibile obligari* (*Regula iuris* 6) in *Corpus juris canonici* 1582, vol. 3, col. 788. Throughout this essay I cite the gloss to *Nemo potest* with reference to column numbers in the *Editio Romana*, available in digitized form through UCLA's Digital Library Program. Translations are mine.

Aliquis Titius mihi stipulanti promisit dare rem sacram: puta ecclesiam vel calicem: certum est quod istud est impossibile: quia dare est accipientis facere, & res sacra est in bonis Dei: Utrum valeat talis stipulatio? Respondetur quod non: quia est impossibile de iure, & nemo potest ad impossibile obligari. Vel aliquis promisit mihi liberum hominem: an valeat talis promissio? certe non. Vel ponamus exemplum in impossibilitate facti: aliquis promisit transferre ecclesiam Pictaven ad civitatem Parisiensis. vel ad alium locum: talis promissio non valet: quia continet impossibilitatem facti. Vel aliquis promisit tangere caelum digito: talis non est obligatus, quia istud est impossibile.<sup>25</sup>

A certain Titius promised in a verbal contract to give me a holy object, like a church or a chalice. It is certain that this is impossible, because to give is to make something become possessed by the receiver, and a holy object is among the possessions of God. So is that contract valid? The response is no, because this is impossible by law, and no one can be bound to the impossible. Or if someone promised me a free man: is that promise valid? Certainly not. Or let us give an example of impossibility of fact: someone promised to transfer the church of Poitiers to the city of Paris or to some other place. That promise is not valid, because it contains an impossibility of fact. Or someone promised to touch the sky with a finger: he is not obligated to do that, because it is impossible.

Impossibility of law (*impossibilitas iuris*) concerns things or acts that may be physically possible, but are forbidden or impossible by the *legal* nature of the thing or act in question. For instance, if Titius promises to give me a church, or a consecrated chalice, that contract would be impossible by law, because those things are holy, regardless of the fact that Titius might indeed be able to hand over the material object that is the chalice. Similarly, if Titius promises to give me a free man, that contract would be invalid because a free man cannot legally be sold or given away by someone else. The force of law, rather than the laws of physics, is the backstop for legal impossibility.

An impossibility of fact (*impossibilitas facti*), by contrast, is ontologically impossible given the inherent nature of things. “Montes Alpium ultra mare deferre” [Moving the Alps to the other side of the sea] would be impossible because the nature of the Alps is that they cannot be moved.<sup>26</sup> A third legal category, impossibility of nature

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<sup>25</sup> Ordinary Gloss to *Regula iuris* 6, cols. 788-89.

<sup>26</sup> Ordinary Gloss to *Regula iuris* 6, col. 789

(*impossibilitas naturae*), overlaps substantially with impossibility of fact, for this impossibility also consists in giving something “quod natura dari est impossibile, ut Solem, Lunam, & Stellas: vel facere quod natura est impossibile fieri, ut caelum ascendere, vel digito tangere” [that by nature cannot be given, like the Sun, Moon, and Stars, or [promising] to do something that by its nature cannot be, like ascending to the sky or touching it with a finger].<sup>27</sup> One cannot promise to give someone the Sun, the Moon, or the Stars, because those things, by their nature, are impossible for humans to possess and therefore cannot be a possible matter of contractual agreement.<sup>28</sup>

To say “no one can be bound to do the impossible” is not simply to state a tautology (impossible things are impossible) but to define the parameters within which humans can make legally binding agreements.<sup>29</sup> The canonistic gloss uses an ontological grammar to define the maxim “no one can be bound to the impossible.” Because giving and doing are actions that can only be done with things that exist, things that cannot exist cannot be the matter of contract: “quod non est nec esse potest, dari vel fieri non potest” [that which is not nor can be, cannot be given or brought into being].<sup>30</sup> Only what is possible (“quod esse potest”) can be brought into being, and only things that can *be* can be contracted. These legal concepts are a poetics of impossibility: they gloss a maxim in the law of obligation, yet they also imagine a fantastical realm where humans might

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<sup>27</sup> Ordinary Gloss to *Regula iuris* 6, col. 789.

<sup>28</sup> In *Inferno* 29, Griffolino d’Arezzo recounts how he facetiously told Albero da Siena that “I mi saprei levar per l’aere a volo” [I’d know how to fly through the air]; when he could not in fact perform this impossibility, Albero had him burned at the stake (v. 113). Human flight is conceived as an impossibility of nature in many medieval texts, though of course advances in science and technology have made some of these impossibilities much more possible than medieval contract lawyers anticipated. Humans can now ascend to the sky in planes, hot air balloons, and rockets; one can also go online to a site like StarRegister.org and ‘purchase’ a star to give as a gift (although the only materially possessable object resulting from this transaction will be a certificate of purchase). The example of “touching the sky with a finger” holds up rather well.

<sup>29</sup> See Alexandrowicz 2021. For a comparative perspective on the nature of impossibility in law which includes canon law in its discussion, see Gordley 2004. And for discussion of post-medieval laws of impossibility, see Schlegel 1968, as well as Posner and Rosenfield 1977.

<sup>30</sup> Gloss to *Regula iuris* 6, col. 789.

fly through the air and touch the stars, conjuring that world in language even as it is defined as forever inaccessible.

The *Filocolo* emphasizes the interdependence of love's obligation and love's excess in the first love scene of the work, between the narrator and Maria. The narrator declares to Love that "umile e divoto mi sottometto a' tuoi piaceri" [humble and devoted, I submit myself to your pleasure] (1.1.21), asserting his total surrender to love's will, then is struck by the lady's "lucenti occhi" [shining eyes] which pierce his own eyes like a "focosa saetta" [flaming arrow] (1.1.22). In the initial gaze, he is entirely overcome by love for her: "v'accese una fiamma, secondo il mio avviso, inestinguibile, e di tanto valore, che ogni intendimento dell'anima ha rivolto a pensare delle maravigliose bellezze della vaga donna" [it kindled a flame that seems to me inextinguishable and of such power that every faculty of my soul turned to thinking of the marvelous beauties of the lovely lady] (1.1.22).<sup>31</sup> The soul's overwhelming focus on the beloved lady, an obsession that begins in the sight of her beauty and then takes over every corner of the lover's mind, follows a blueprint laid out in the *De amore*:

Amor est passio quaedam innata procedens ex visione et immoderata cogitatione formae alterius sexus, ob quam aliquis super omnia cupit alterius potiri amplexibus et omnia de utriusque voluntate in ipsius amplexu amoris praecepta compleri.<sup>32</sup>

Love is an inborn suffering/passion which results from the sight of, and uncontrolled thinking about, the beauty of the other sex. This feeling makes a man desire before all else the embraces of the other sex, and to achieve the utter fulfilment of the commands of love in the other's embrace by their common desire.

The all-consuming and dysregulated nature of love generates an immoderate thinking ("immoderata cogitatio") driving the lover to

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<sup>31</sup> The account of the author's enamoration in the *Filocolo* is highly stylized and literary, featuring a number of small Dantean phrases made recognizable by their occurrence in Dante's most famous and oft-quoted love scenes: e.g., the *Filocolo*'s "percosse sì forte il cuore del piacere della bella donna" (1.1.22) echoes Francesca's "mi prese del costui piacer sì forte" (*Inf.* 5.104) and the *Filocolo*'s equation of Maria with beatitude ("tu hai dinanzi agli occhi miei posta la mia beatitudine," *Filocolo* 1.1.20) reprises Dante's description of first seeing Beatrice: "me parve allora vedere tutti li termini della mia beatitudine" (*Vita nuova* 3.1). Emphases added. These textual echoes suggest that the author's romantic experience is shaped by love literature. See Quaglio's note 70 to *Filocolo* 1.1.20.

<sup>32</sup> *De amore* 1.1.1.

obey the commands (“praecepta”) of Love above all else (“super omnia”).<sup>33</sup> Love is a state of excess lexically marked by small absolute words: every, all, none, never, always. For the narrator of the *Filocolo*, the flame is not just hot, it is “inestinguibile” [inextinguishable]; he does not just think of her, but focuses on her with every faculty of his soul (“ogni intendimento dell’anima”) (1.1.22). And when the obligations of love are so extreme that they challenge the lover’s very life, a confrontation with the impossible becomes inevitable.

In language, lovers can even go beyond the limits of possibility, conjuring impossible worlds in poetic words. A lover who promises to give her beloved the sun and the stars is using a cliché also used by countless other lovers before her, yet her promise is also an impossibility that can never be. So, if love is a binding obligation generated by the lover’s will and promises to the beloved, what happens when a lover uses impossible poetic language to obligate himself beyond the limits of fact and nature?

## 2. *Impossibilitas amoris*: Giving the Heart in Contract

The maxim *Nemo potest* gives Boccaccio a model to conceptualize impossibility as a feature of contract relative to a given system. Natural or factual impossibilities (like giving away the sun or touching the sky with a finger) are always impossible to humans, but legal impossibilities derive their impossibility from the law itself, and so they are impossible only to the extent that law maintains its force. A free man might indeed be given away as chattel if both buyer and seller choose to ignore his legal freedom and exert sufficient force to compel that man into slavery. His enslavement would be legally impossible because the law could not enforce it, but neither would that legal impossibility prevent his body from being enslaved in a situation where he could not appeal to the law for protection. Legal impossibility tests the force of law: it is a violation of the *legal* order of things, not necessarily the *physical* order of things.<sup>34</sup>

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<sup>33</sup> The *immoderata cogitatio* of Capellanus resonates with the “soverchio fuoco nella mente concetto da poco regolato appetito” in the *Proemio* of the *Decameron* (3).

<sup>34</sup> Wim Decock notes that the category of juridical or legal impossibility inherently creates nuance and equivocation, introducing a gradation of impossibility that

In the *Filocolo*, Boccaccio develops a concept of *impossibilitas iuris* translated into the register of romance: a feat that could, in some sense, occur in known reality and yet is nevertheless impossible because it violates a code of order to which the lover is bound. Just as an *impossibilitas iuris* defines physically possible things as impossibilities because of their legal status, the *Filocolo* features impossibilities which are only impossible because of their status within a system of love. I propose to read these as moments of *impossibilitas amoris*. With this term, I do not mean an “impossible love,” but rather a thing or action that is impossible within the legalistic framework of love that Boccaccio crafts from courtly and legal traditions in the *Filocolo*. The main theorist of *impossibilitas amoris* in the *Filocolo* is Biancifiore, who must articulate the contours of love’s possibility when she and Florio are threatened with separation.

After Book 1 sets up the circumstances for Florio and Biancifiore’s love (they are educated together as children and bond over reading Ovid), Books 2 and 3 rehearse the King and Queen’s various plots to disrupt the connection between their royal son and a girl they perceive as unworthy (“una serva nata nelle nostre case, la quale a comparazione di te non ti si confarebbe in niuno atto” [a servant born in our houses, who could never in any way be compared as equal to you] [2.14.5]). Their strategies to eliminate Florio’s love escalate in intensity. First, they try simple physical separation in the first half of Book 2; this fails to distract Florio. In the second half of Book 2 they attempt to frame Biancifiore for poisoning so that the King can legally execute her; this fails when Venus helps a disguised Florio to rescue her.<sup>35</sup> In Book 3 they sell Biancifiore into slavery and the Queen fraudulently announces to Florio that Biancifiore has died; this fails because the Queen relents

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is not present in factual/natural impossibility (2013, 478-81). Future work could connect the analysis of legal impossibility to Biancifiore’s enslavement in Books 3 and 4.

<sup>35</sup> Grieve argues that among the numerous versions of the Florio and Biancifiore tale, Boccaccio’s rendering of the poisoning trial is “the most politically motivated and the most obviously interested in portraying faithfully a court tribunal” (1997, 58) and Steven Grossvogel reads the fraudulent trial as Boccaccio’s critique of “the legal means of determining the truth (the *iudicium Dei*) and the inherent injustice of the Old Law (the *lex talionis*)” (1992, 130).

and tells Florio the truth after he attempts to commit suicide over Biancifiore's fake tomb.

The King and Queen's plots are motivated by the same contractual-ontological principle that supports the legal maxim of impossibility: "quod non est nec esse potest, dari vel fieri non potest" [that which is not, nor can be, cannot be given or brought into being].<sup>36</sup> If Biancifiore *non est*, then Florio's love for her *fieri non potest*. The Queen, who suggests sending Florio to the nearby city of Montoro to study natural science, reasons that if it becomes impossible for Florio to have Biancifiore, then he will no longer want her: "gli potrà agevolmente della memoria uscir questa giovane, non vedendola egli" [this girl will easily leave his memory, if he does not see her] (2.8.5). Yet, as the narrator interjects, this idea is absurd in the context of love, where impossible things are desired *more*, not less: "Niuna cosa è più disiderata che quella che è impossibile, o molto malagevole, ad avere" [No thing is more desired than what is impossible, or extremely difficult, to have] (2.9.4).<sup>37</sup> To imagine a thing that is both *disiderata* and *impossibile* is to imagine that desire can persist even under conditions of impossibility, an idea to which Book 3 will return when Florio must confront Biancifiore's death. In Book 2, the King and Queen reason that physical separation will suffice to create the kind of ontological extinction they seek, causing Florio's love to cease *being*, but they profoundly underestimate the limits of what Love can do.

For Biancifiore, love's metaphors have an existential weight, and poetic declarations of love correspond to an effect in reality. At the start of Book 2, she eavesdrops as the King negotiates with Florio over the terms of his initial departure to Montoro. After ten pages of prose in which the King goes back and forth with Florio to extract his son's consent, Florio agrees that he will leave Biancifiore

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<sup>36</sup> Gloss to *Regula iuris* 6, col. 789.

<sup>37</sup> The principle of difficulty or apparent impossibility increasing desire, rather than diminishing it, underlies Day 3 of the *Decameron*: "chi alcuna cosa molto da lui disiderata con industria acquistasse o la perduta ricoverasse" [he who, by dint of industry, acquires something greatly desired or recovers such a thing that he had previously lost]. And see also Capellanus' fourteenth love maxim: "Facilis perceptio contemptibilem reddit amorem, difficilis eum carum facit haberi" [An easy conquest makes love cheaply regarded; a difficult one causes it to be held dear] (*De amore* 2.7, *De regulis amoris* 14).

behind so long as the King promises to send her later. When Biancifiore hears this, she launches into an internal lament that Florio has been tricked: “Or non vedevi tu che mi ti prometteva di mandarmi, perché tu *consentissi*, come tu hai fatto, all’andata? Egli non mi manderà mai ove tu sii” [Did you not see that he promised you he would send me to you so that you would *consent*, as you have done, to the departure? He will never send me to where you are] (2.17.4). Florio had stated his intention to his father in terms of willingness: “farollo *volentieri* [...] sono *presto* d’andarvi, poi che a vi piace, e impromettemi di mandarmi lei” [I will do it willingly [...] I’m ready to go, since it pleases you and you promise to send her after me] (2.15.13). Biancifiore is more forceful, noting that Florio has given *consent*. Florio has not been a careful enough contractualist; he has bound himself to unfavorable terms.<sup>38</sup> It would have been better, thinks Biancifiore, to have been “da te con ingegno abbandonata” [abandoned by you with cunning] (2.17.7). Florio has negotiated from a framework of filial piety, when he should have negotiated from a framework of lover’s obligation.

In Biancifiore’s perspective, love would have given Florio leeway to pursue more extreme measures to convince the king, because strategies that would normally be socially unacceptable — such as open weeping — are justifiable under the exigencies of love:

perché nel cospetto della crudeltà del tuo padre non piangevi tu, veggendo che i prieghi non valeano? E’ non ti si disdicea, ché ciascuno sa che alcuno non può dar legge all’amorevole atto, però che la forza d’amore tiene l’uomo, più che alcun altro vinco, costretto. (2.17.8)

Why didn’t you cry in the face of your father’s cruelty, seeing that your pleas had no effect? This was not forbidden, because everyone knows that no law can be given to acts done in love, for the force of love compels man more than any other bond.

She posits love as a system or force (“forza”) that exists beyond any restriction or legislative limit (“legge”) and whose principles supersede regular social and legal norms.

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<sup>38</sup> Along similar lines, Gur Zak reads Florio’s behavior in Books 2 and 3 as “excessive meekness and lack of fortitude and daring” (2022, 36 and 44), arguing that Florio’s timidity is an ethical defect later rectified by his memory of a line from Ovid’s *Ars amatoria*: “Fortune aids the bold and refuses the timid” (*Filocolo* 4.101.8, *Ars amatoria* 1.608).

Biancifiore bases her rebuke of Florio on the legal maxim of impossibility that the text's narrator also used to define his own amorous obligation in *Filocolo* 1.1:

Ma, oimè!, che se 'l tuo amore non è falso, tu dovevi sofferire aspri tormenti anzi che consentire di dovervi andare, o almeno, per consolazione di me misera, farviti quasi per forza menare. Né in questo ti si disdicea l'essere al tuo padre disubidiente, però che, *quando cosa impossibile si dimanda, è lecito il disdirla.* (2.17.10, emphasis added)

But, alas!, if your love is not false, you should have suffered terrible tortures rather than consent to go, or at least (by way of consolation to me in my misery) made yourself be led there almost by force. Nor was it forbidden that you be disobedient to your father in this, *because when someone demands an impossible thing, it is legal to deny it.*

Biancifiore argues that it is permissible to disobey an impossible command because no one can be bound to do the impossible, paraphrasing *Nemo potest ad impossibile obligari* and drawing on ideas from its gloss.<sup>39</sup> She instructs Florio that verbal agreement does not bind when the terms are impossible and so if a contract is invalid because of impossibility, any penalty for nonperformance is similarly unenforceable. So the legal gloss clarifies: “Etiam si apponatur poena, non est obligatus nec ad impossibilitatem nec ad poenam” [Even if a penalty is assigned, the person is not obligated either to the impossibility or to the penalty].<sup>40</sup> Biancifiore speaks like a lawyer, offering Florio a consultation on his contractual obligations.

This young lady lawyer, Biancifiore, invents a new category of impossibility: an impossibility not of fact or nature or law, but of love. According to the canonistic maxim, impossibility can derive from either ontological grounds (*impossibilitas facti/naturae*) or

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<sup>39</sup> Quaglio's note to this paragraph states: “Richiama la più generica massima di I i,28” (766). Biancifiore's facility with the law — and especially her citation of *Nemo potest* — creates a parallel between her character and the author-character of *Filocolo* 1.1. While critics have drawn associations between Biancifiore and Fiammetta, and between Boccaccio/the Author and various male characters, the resonances between Boccaccio and Biancifiore merit further consideration, especially in light of Biancifiore's personal experience with malfunctions of the legal system in Book 2 (a theme dear to Boccaccio in many of his works). On authorial identification with characters in the *Filocolo*, see Bruni 1983, Ronchetti 2015, and Brunori Deigan 2019.

<sup>40</sup> Ordinary Gloss to *Regula iuris* 6, col. 789.

jurisprudential grounds (*impossibilitas iuris*). Rather than an *impossibilitas facti* that contradicts what is possible in the natural world or an *impossibilitas iuris* that violates what is possible in the legal system, Florio has bound himself to an *impossibilitas amoris*: an act that violates what should be possible in the system of reality enforced by Love.

Florio's separation from Biancifiore is impossible if his poetic declarations of love transcend mere metaphor. It will be impossible for Florio to leave, says Biancifiore, because Florio cannot leave without his heart:

Come ti sarà egli possibile il partirti senza me, se le tue parole a me dette per adietro non sono quali furono quelle del falso Demofonte a Filis, il quale la promessa fede e le vele della sua nave diede ad un'ora a' volanti venti? O come potrai tu in alcuna parte senza cuore andare? Tu mi solevi dire ch'io l'avea nelle mie mani e che io sola era l'anima e la vita tua: ora se tu senza queste cose ti parti, come potrai vivere? (2.17.11)

How will it be possible that you leave without me, if the words you said to me before are not like those words the false Demophon said to Phyllis, when in the same moment he set his promised faith and his ship's sails to the wind? Oh how will you be able to go anywhere without your heart? You used to tell me that I held it in my hands and that I alone was your soul and your life: now if you leave without those things, how will you be able to live?

Biancifiore starts from the most standard of lovers' complaints: "how can you leave me?" But rather than wallowing in the sorrows of abandonment, she proceeds to meticulously dissect the modal verb *potere* at the core of her lament. The adjective "possible," followed by the repetition of the verb "potrai," connects her lament to the theory of contractual obligation in *Nemo potest*, which also hinges on a modal verb of possibility. The maxim explains how words of agreement create an obligation that the promiser produce an effect in reality; the obligation extends up to the point that the promised performance is *possible*. In Biancifiore's speech, the myth of Demophon and Phyllis emphasizes the gulf between words that become mere wind, and words that hold fast to bind the lover even after they are spoken. For Biancifiore, the metaphorical affirmations of love — like "you hold my heart in your hands" — are not empty words, but obligations that fill every bit of space between what *is* and what *can be*.

Biancifiore poses a profound question about the correspondence between words and reality, asking, “come potrai tu in alcuna parte senza cuore andare?” [how can you go anywhere without your heart?]. Florio, like so many lovers before him, has told his beloved that she holds his heart in her hands. The text of the *Filocolo* does not diegetically report Florio’s words, but readers can easily imagine what he would have said, because they will have read of the lover’s externalized heart before. For instance, in the previously cited *Amor, che lungiamente*, the poet-lover declares “Dunqua, madonna, gli occhi e lo meo core / avete in vostra mano, entro e di fore” [So, madonna, you have my eyes and my heart in your hand, inside and out], and the *Vita nuova*’s first sonnet and vision reveal Amore himself holding Dante’s heart in his hand, declaring its existence external to the lover’s body (“Vide cor tuum”) and feeding the organ to Beatrice.<sup>41</sup> The idea that this lyrically externalized heart might in fact impair the lover’s ability to do things and go places occurs even earlier in Chretien de Troyes’ *Yvain*, where the titular character faces a kind of death when his body must leave behind the heart that remains in his lady’s possession: “My lord Yvain left his lady so reluctantly that his heart stayed behind. The king could take his body with him, but there was no way he could have the heart, because she who remained behind held and clung so tightly to that heart that he had no power to take it with him; once the body is without the heart, it cannot possibly stay alive.”<sup>42</sup> In the *Filocolo*, the lady herself puts the lyric promise of commitment into Florio’s mouth and then attempts to hold him to his word, a word that separates his heart from his body.<sup>43</sup>

The power of Florio’s metaphorical, romantic words to Biancifiore still must compete with the power of his words of consent to his father. Although the jurisdiction of love has different and

<sup>41</sup> *Amor, che lungiamente* 61-62; *Vita nuova* 3.5.

<sup>42</sup> “Mes sire Yvains molt a enviz / est de s’amie departiz, / ensi que li cuers ne se muet. / Li rois le cors mener an puet / mes del cuer n’en manra il point, / car si se tient et si se joint / au cuer celi qui se remaint / qu’il n’a pooir què il l’en maint; / des que li cors est sanz le cuer / don ne puet il estre a nul fuer; / et si li cors sanz le cuer vit / tel mervoille nus hom ne vit” (*Yvain* vv. 2643-52 in Chrétien de Troyes 1985). On the many “itinerant heart” motifs in Chrétien, see Vondenhoff 2019 and Brault 1972.

<sup>43</sup> The fully literalized lyric heart plays a crucial role in *Decameron* 4.1 and 4.9, two stories of “amori che ebbero infelice fine” that feature male lovers’ hearts torn from their dead bodies and consumed by the female beloved.

more extreme rules than the jurisdiction of filial piety, both of Florio's promises coexist on overlapping planes of reality, such that breaking the promise to his father would threaten the stability of his promise to Biancifiore, undermining the power of the word itself. The corollary to *nemo potest ad impossibile obligari* is the maxim *pacta sunt servanda*: possible promises must be kept and contracts must bind.<sup>44</sup> Without the axiomatic acceptance that valid promises create obligation, the system of contract cannot function at all. While Florio begs Biancifiore to command him to stay ("comanda che io non vada" [command that I not go] [2.19.8]), suggesting that a command grounded in love might override his obligation to his father, the lawyerly Biancifiore determines that his poorly thought out promise should not be un-said so easily:

ma però che io non disidero meno che 'l tuo dovere s'adempia che 'l mio volere, poi che tu promettesti d'andarvi, fa che tu vi vada, acciò che vituperevole cosa non paia, volendosene rimanere, il disdire quello che tu hai promesso. E acciò che le tue parole non paiano vento, io concedo, così volentieri come Amore mi consente, che tu vi vada, e ubidendo anzi adempi il piacere del tuo padre. Ma sopra tutte le cose del mondo ti priego che tu per assenza non mi dimentichi per alcuna altra giovane. (2.21.2-3)

but because I do not desire that you fulfill your obligation any less than my will, go, since you promised you would go, so that it does not seem a reproachable thing to renege on what, although you wanted to stay, you nevertheless promised. And so that your words do not seem wind, I concede, as willingly as Love allows me to, that you go, and by obeying heed your father's will. But above all else in the world, I beg you that in your absence, you do not forget me for any other girl.

Biancifiore rewrites the context of Florio's vow to his father to reinforce their bond of love to each other, redefining his departure as a fidelity to the same power of consent that binds Florio to her. If Florio were to violate his word to the king, his words would become "vento" [wind] without contractual force to endure into the future. And so instead of staying with Biancifiore in the present, he swears in the future tense that he will never love another: "mentre ch'io starò in vita, mai altra giovane che te non amerò" [while I am in life,

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<sup>44</sup> Rampazzo 2016, 89.

I will never love another woman but you] (2.21.20). While he fails to follow the maxim *Nemo potest ad impossibile obligari* to Biancifiore's standard, he returns to Capellanus' maxim *Nemo duplici potest amore ligari* [No one can be bound to two loves] to reauthenticate his contract with Biancifiore and affirm the impossibility that he could ever love another woman.

### 3. *Velleitas*: Desire for the Dead Beloved

Throughout the *Filocolo*, both lovers state multiple times that only a fundamental redirection of their own will could bring about an end to their love, and such a redirection of the will would be impossible given the strength of the bonds to which they consented. When Florio reassures Biancifiore in Book 2 that he will never abandon her for another woman, he appeals to impossibility to reinforce his commitment: "impossibile sarebbe ch'io ti dimenticassi, se tutto Letè mi passasse per la bocca" [it would be impossible that I forget you even if all of Lethe passed through my mouth] (2.19.10). And in Book 3, he insists again that a rupture of his obligation would be *impossible*: "questo è impossibile, ché amore non ci legò con legame da potere sciogliere. Niuna cosa, altro che morte, non ci potrà partire, però che né noi il consentiamo, né amore vuole" [this is impossible, for love did not bind us with a bond that can be released. Nothing other than death will be able to part us, because neither do we consent to that nor does love want it] (3.2.9-10). Biancifiore, when she writes to Florio reassuring him that a reluctant favor given to a new suitor does not indicate a weakening of her love, similarly grounds her statement in the power of her consent, which makes future rejection or forgetfulness *impossible*: "certo il cuore nol consentì mai, ma così costretta dalla tua madre mi convenne fare. [...] più volte con gli occhi e con parole mi tentò di trarmi ad amarlo, la qual cosa credo impossibile sarebbe agl'iddii" [certainly my heart never consented to it, but I had to do it because I was compelled by your mother. [...] he tried many times with glances and words to get me to love him, which I believe would be impossible for even the gods to do] (3.22.18-19). The lovers' consent generates binding obligation, which only an impossibility could disrupt.

Certain though the lovers are of their commitment, Florio's parents repeatedly attempt to bring about conditions that will make

Florio forget Biancifiore. They seek to create a barrier so insurmountable that Florio will be forced to give up his love. The Queen identifies this barrier as death: “Or chi dubita che mentre che Biancifiore viverà, Florio mai non la dimenticherà? [...] Adunque pensisi come costei muoia” [Now who could doubt that while Biancifiore lives, Florio will never forget her? [...] So let us think how she might die] (2.28.3). Death is the ultimate challenge to the continuation of romance, for death creates an impossibility: the lover can never truly “be” with the dead beloved.

In contract law, the power of impossibility extinguishes obligation. Yet in the hypothetical realms of fiction, and especially in the fantastical world of romance, it is entirely possible to imagine an obligation grounded in impossibility. Love poets write all the time of desire for what is impossible, and Boccaccio’s model *par excellence* of an author who not only desires the impossible, but brings that impossibility into being in his fiction, is Dante. In the *Vita nuova*, Dante establishes that death should *not* eradicate the living lover’s obligation to the dead beloved: “Voi non dovreste mai, se non per morte, / la vostra donna, ch’è morta, obliare” [Unless you die, you should not ever be forgetful of your lady who has died].<sup>45</sup> As Teodolinda Barolini (2021) has argued, Dante introduces a new and extreme standard of fidelity into the Italian lyric tradition. The obligation of continued devotion to the dead beloved, even after she ceases to exist in the mortal world, was not a default requirement of love poets before Dante. When Boccaccio stages Florio’s response to Biancifiore’s death in the *Filocolo*, he follows a clearly Dantean model, not only in the many intertextual references to the *Vita nuova* but also in the enforcement of love’s contractual obligation even after death.

In Book 3, Florio’s parents sell Biancifiore into slavery, tell Florio she has died of an illness and lead him to her supposed tomb. When confronted with what he believes to be Biancifiore’s entombed dead body, the grieving Florio cannot comprehend that his beloved is truly gone. He speaks to her first in simple shock (“O bellissima Biancifiore, ove se’ tu?” [Oh beautiful Biancifiore, where are you?]) [3.63.5] and then in an increasingly elaborate series of rhetorical questions which narrow in on his hope that the lover’s dead body might reanimate itself for a final exchange of glances: “O

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<sup>45</sup> *L’amaro lagrimar* 12-13.

inanimato corpo, come non t'è egli possibile una sola volta richiamare la partita anima, e levarti a rivedermi?" [Oh inanimate body, how is it not possible for you just once to recall the departed soul, and lift yourself up to see me again?] (3.63.8).<sup>46</sup> Confronted with death, he immediately imagines the possibility (and impossibility) of transcending it: "come non t'è egli possibile?" Florio's rhetorical questions evoke the rhetorical question that Dante uses to profound effect in the canzone of Beatrice's death, *Li occhi dolenti per pietà del core*: "Poscia piangendo, sol nel mio lamento / chiamo Beatrice e dico: 'Or se' tu morta?'; / e mentre ch'io la chiamo, me conforta" [Then weeping, all alone in my lament, I call to Beatrice: 'Are you now dead?' And while I call on her she comforts me].<sup>47</sup> This question, as Barolini writes, uses language to "create the illusion of crossing the boundary between life and death," creating a "conceptual paradox" that expresses the reality of Beatrice's death but also, in its very rhetorical form as a question, conjures her presence as an interlocutor.<sup>48</sup> That which is impossible in reality is not so in the realm of imagination.

Biancifiore's death does not dissolve Florio's love. On the contrary, it pushes him to find an extreme measure to resolve the incompatibility of his living body and Biancifiore's dead one. In a passage again modeled on the *Vita nuova*, Florio calls out to death:

Io, o morte perfidissima, s'io credessi che mi giovasse, il tuo aiuto dimanderei con benigna voce. Certo tu se' stata in parte che essere dovresti pietosa e ascoltare i miseri; ma però che i miseri e quelli che più ti chiamano sono più da te rifiutati, io con aspra mano ti costringerò di farti venire a me. (3.63.12)

O perfidious death, if I believed it would help me, I would beg for your help. Certainly you have been to a place that should make you have compassion and listen to those who suffer; but

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<sup>46</sup> The monologue substantially overlaps with the questions Florio directs to Biancifiore in *Filocolo* 2.21, when Biancifiore faints in dismay at his departure to Montoro and seems to be dead. In that earlier scene, Florio grabs a knife with which to kill himself, affirming that "quali noi fummo di qua congiunti, tali infra le non conosciute ombre in eterno amandoci staremo insieme" [that which we were when we were joined here, so shall we be among the unknown shadows, loving each other forever] (2.21.16). She wakes and so the suicide does not come to pass.

<sup>47</sup> *Li occhi dolenti* 54-56. I cite the text and translation of the *Vita nuova* poems from Alighieri 2014.

<sup>48</sup> In Alighieri 2014, 249.

because those sufferers and those who most call for you are most rejected by you, I will force you by my own harsh hand to come to me.

The call to death, who ought to be “*pietosa*” towards the suffering Florio since Death has been in a place that should make it compassionate (i.e. in *Biancifiore*), reprises Dante’s direct address to Death in the canzone *Donna pietosa e di novella etate*:

“Morte, assai dolce ti tegno; / tu dei omai esser cosa gentile, / poi che tu se’ ne la mia donna stata, / e dei aver pietate e non disdegno. / Vedi che s’i desideroso vegno / d’esser de’ tuoi, ch’io ti somiglio in fede. / Vieni, ché ’l cor te chiede.” (*Donna pietosa* 73-79)

Death, you are meek: from now on you must be a noble being, since in my lady you have made a home, and you must show compassion, not disdain. You see I yearn so much to be with you that I resemble you, if truth be told. Come now, my heart calls you.<sup>49</sup>

Dante’s canzone frames the lover’s willing death as a natural response to the death of a beautiful, beloved lady, for her nobility and virtue continue to hold power over the lover. Her existence is impossible, for she is dead, and yet the lover remains bound to her.

Dante, of course, does not kill himself in the *Vita nuova*, but Florio actively attempts to cross the divide to join *Biancifiore*. When he moves to commit suicide by stabbing himself with an “*aguto ferro*” [sharp blade] (3.63.14), his mother stops him and confesses what she has done. She tells him that *Biancifiore* is alive and explains her reasoning in feigning her death:

Noi, il tuo padre e io, [...] proponemmo di pur volere che ella di mente t’uscisse, e fra noi dicemmo: “Già mai questa giovane del cuore non uscirà a Florio mentre viverà, ma se ella morisse, a forza dimenticare glielle converrà, vedendo che impossibile sia ad averla.” (3.64.2)

We, your father and I [...] proposed to make it so that she left your mind, and we said to ourselves: “This girl will never leave Florio’s heart while she lives, but if she died, by necessity he would have to forget her, seeing that it is impossible to have her.”

According to Florio’s mother, if it is impossible to possess a thing then one cannot desire it. She reformulates the contractual

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<sup>49</sup> Quaglio discusses the parallel to this passage of the *Vita nuova* in notes 6-7 to *Filocolo* 3.63.12.

principle that “quod non est, nec esse potest, obligationem parere non potest, & sic nec actionem” [that which is not, nor can be, cannot bring forth either obligation or action].<sup>50</sup> Though Florio’s romance will prove her wrong in the *Filocolo*, she would find good company for her philosophical stance in a theologian like Thomas Aquinas.

In the *Summa Theologiae*, Aquinas asks whether choice can be only of possible things, or of impossible things as well. He concludes that insofar as choice regards action, it can only concern what is possible: “electiones nostrae referuntur semper ad nostras actiones. Ea autem quae per nos aguntur, sunt nobisabilia. Unde necesse est dicere quod electio non sit nisi possibile” [our choice is always concerned with our actions. Now whatever is done by us, is possible to us. Therefore we must say that choice is only of possible things].<sup>51</sup> The idea that choice only pertains to action, and action only pertains to what is possible, is a theological reformulation of *Nemo potest ad impossibile obligari*. Because obligation is a kind of doing or giving, and one cannot give or do what is not possible, nobody can be *obligated* to the impossible, as the canonists commenting on the maxim explain: “Huius autem regulae ratio satis patet: quia omnis obligatio aut in dando, aut in faciendo constitit. ... sed quod non est nec esse potest, dari vel fieri non potest: ergo ibi constitui nequit obligatio. Item obligatio actionem parit” [The logic behind this maxim is quite obvious: because every obligation consists in either giving, or in doing. But that which is not, nor can be, cannot be given or brought into existence: therefore, there can be no obligation there. Likewise, obligation begets action].<sup>52</sup> In law and theology, human will — the faculty that encompasses choice, obligation, and consent — is delimited by possibility.

Aquinas imagines what an impossible will might be, calling it not a *voluntas* but a *velleitas*. This term, created from the imperfect subjunctive *vellet* (“he or she would want”) and the substantivizing suffix *-itas*, describes a will for something that one *would* want, if it

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<sup>50</sup> Gloss to *Regula iuris* 6, col. 789.

<sup>51</sup> *Summa* I<sup>a</sup> II<sup>ae</sup> q. 13 a. 5.

<sup>52</sup> Gloss to *Regula iuris* 6, col. 789. A modern analogue of the legal statement “obligatio actionem parit” is the moral maxim “ought implies can.”

were possible.<sup>53</sup> *Velleitas*, a kind of impossible will or “would-willingness,” is theorized only to be cast aside, for by definition it can never be brought into being:

Et ideo voluntas completa non est nisi de possibili, quod est bonum volenti. Sed voluntas incompleta est de impossibili, quae secundum quosdam velleitas dicitur, quia scilicet aliquis vellet illud, si esset possibile. Electio autem nominat actum voluntatis iam determinatum ad id quod est huic agendum. Et ideo nullo modo est nisi possibilium.<sup>54</sup>

A complete will (*voluntas*) is not in respect of anything except what is possible, and what is good for the person who wills it. But the will towards the impossible is an incomplete will, which by some is called “velleity” (*velleitas*), because one would will (*vellet*) such a thing, were it possible. But choice is an act of the will, fixed on something to be done by the chooser. And therefore it is by no means of anything but what is possible.

*Velleitas* is counterfactual desire, a will forever condemned to exist in the subjunctive mood with no possibility of realization in the indicative. *Velleitas* is a desire for what is ontologically impossible.<sup>55</sup> That which cannot be (“quod non est nec esse potest”) cannot be the matter of a human will, or of a human contract. Love, though, has different standards. In the *Filocolo*, the Queen applies pure contractual logic to her son’s fiery passion. She believes that impossibility of physical consummation extinguishes love, and therefore death should drive Biancifiore from Florio’s mind, for it is the ultimate separation. But the love system of the *Filocolo* takes lovers to extremes that transcend impossibility. The ontologically impossible *can* be the matter of a love contract, and the beloved who cannot be possessed (either because she is dead or because she is immune to love) is both an impossibility *and* a valid object of desire.

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<sup>53</sup> In *Paradiso* 33, Dante describes the experience of directing the will toward divinity itself, using language of impossibility and consent to circumscribe the will’s complete actualization: “A quella luce cotal si diventa, / che volgersi da lei per altro aspetto / è impossibil che mai si consenta; / però che ’l ben, ch’è del volere obietto, / tutto s’accoglie in lei, e fuor di quella / è defettivo ciò ch’è lì perfetto” (*Paradiso* 33.100-105). This is one of only 2 occurrences of the word “impossibile” in the *Divine Comedy*.

<sup>54</sup> *Summa* I<sup>a</sup> II<sup>ae</sup> q. 13 a. 5.

<sup>55</sup> Andrea Robiglio notes that when *velleitas* is defined as a will of the impossible in theological contexts, that impossibility is almost always an impossibility of fact (2000, 25 and 36).

#### 4. *Ultra posse*: Exceeding Contractuality in the Garden of Impossibilities (*Questioni d'amore* 4)

The ordinary gloss to *Nemo potest ad impossibile obligari* states that “the ancients had a verse” (“antiqui dabant versus”) on the legal force of impossibility.<sup>56</sup> No law may bind or compel a person “beyond possibility” (“*ultra posse*”), and if someone reaches the limit of possibility in attempting a task, they cannot be deemed guilty for failing to go beyond what is possible. This idea, formulated in a rhyming couplet, is inserted into in the ordinary gloss to *Nemo potest*:

Ultra posse meum non lex me iusta coegit.  
Nec putat esse reum qui totum posse peregit.<sup>57</sup>

Beyond my capability, no just law compels me.  
And he cannot be thought guilty who uses his full possibility.

The verse’s enmeshment of law and poetry resonates deeply with the *Filocolo*’s poetic and legalistic treatment of impossibility, which reaches its peak with Menedon’s tale of the impossible garden in the *Questioni d'amore*. This story-within-a-story gives us the *Filocolo*’s final invocation of the maxim *Nemo potest*, and once the legal maxim is fully absorbed into the world of fictional romance, it changes shape. In the legal *versus*, the phrase “*ultra posse meum*” conjures what lies beyond possibility. No law requires a person to go there, but it is a territory that love poets frequently explore in their verses (recall Guido delle Colonne’s statement that “*ò più durato - ch’eo non ho possanza*” [I have endured so much — that I have no more capability] in *Amor, che lungiamente*). The impossible, in its vastness and unreachability, is rhetorically foundational to many love poems, for a preferred rhetorical device of troubadours and medieval Italian love poets is *adynaton*: in Latin, *impossibilium* or “impossible thing.”<sup>58</sup> These *impossibilia* are typically impossibilities of fact or nature, per the legal taxonomy, yet their poetic function is to enhance the lover’s obligation rather than to release it. No

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<sup>56</sup> Though understudied, Latin verses (*versus*) that appear as glosses or persistent marginal notations to legal texts are not a phenomenon unique to impossibility. On similar verses that appear in other legal contexts, see Somerset 2016 and Delmolino 2025.

<sup>57</sup> Ordinary Gloss to *Regula iuris* 6, col. 789.

<sup>58</sup> Paolo Cherchi (1971) gives a beautiful inventory of troubadour *adynata*.

law can bind someone to that which cannot be, but love can do what law cannot.

Menedon, one of the thirteen participants in Book 4's "court of love," presents his tale of impossibility as necessary context for a question on the courtly virtue of magnanimity. In the story — which later spawns *Decameron* 10.5 and Chaucer's *Franklin's Tale* — a lady attempts to get rid of an unwanted suitor by demanding a beautiful May garden created in the middle of winter as the necessary condition of her love, expecting her would-be-lover to fail, only to find he succeeds and she is bound by what she promised.<sup>59</sup> The tale's context within the *Questioni d'amore* gives it theoretical heft: it is not just a story, but explicitly a story that exemplifies fundamental principles of love.<sup>60</sup> The *Questioni d'amore* have generally been received as a kind of 'treatise,' because even though Florio participates in the episode as a character (making it, in some sense, part of the *Filocolo*'s main plot), its content and structure are essentially that of a scholastic treatise or philosophical dialogue or manual of love.<sup>61</sup> Later editors and publishers of the *Filocolo* would excise the *Questioni* for independent circulation, a reception history which further emphasizes the *Questioni*'s resemblance to stand-alone love treatises like Capellanus' *De amore* or Ovid's *Ars amatoria*.<sup>62</sup> Menedon's question therefore codifies impossibility as part of the text's love system.

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<sup>59</sup> For a discussion of the changes Boccaccio makes between the *Filocolo* and the *Decameron* — with reference also to Chaucer's *Franklin's Tale*, where instead of creating a garden, the lover must remove all the rocks on the coast of Brittany — see Edwards 2000. On the novella's fortune, both in Boccaccio's oeuvre and afterwards, see Bonazzi 214. The other *Questione* that directly becomes a *Decameron* story is Question 13 (*Decameron* 10.4).

<sup>60</sup> The topics of the *Questioni d'amore* are theoretical discussions of issues that occur in the rest of the *Filocolo*'s plot: the significance of favors (Q1; compare to Bianci fiore's favor in Book 2); the unhappiness of a lover who finds it impossible to be with his beloved (Q2; compare to the various digressions on the pain of Florio and Bianci fiore's separation); social status (Q8; compare to the King and Queen's dismissal of Bianci fiore on grounds of social rank); and the nature of love itself (Q7; *passim*). See Cherchi (1979, 214) for a discussion of these inter-sections.

<sup>61</sup> The premise of the court of love harkens back to the love cases of *De amore* 2.7, which Capellanus presents in the style of legal *causae* alongside the judgments of female rulers (the Countess of Champagne, Queen Eleanor of Aquitaine, and others). Schnell (1982) analyzes these love-cases as legal forms.

<sup>62</sup> On the reception and translation of the *Questioni*, see Edwards 2016.

The unnamed lady at the center of the story knows that what she requests of her suitor is impossible:

Ella disse che volea del mese di gennaio, in quella terra, un bel giardino e grande, d'erbe e di fiori e d'alberi e di frutti copioso, come se del mese di maggio fosse, fra sé dicendo: “*Questa è cosa impossibile: io mi leverò costui da dosso per questa maniera.*” (4.31.8, emphasis added)

She said she wanted, in the month of January in that land, a beautiful and large garden, abounding with herbs and flowers and trees and fruits, as though it were the month of May, and she said to herself, “*This is an impossible thing: this is how I'll get him off by back.*”

In connecting impossibility (“questa è cosa impossibile”) to nullification (“mi leverò costui da dosso”), she refers to *Nemo potest ad impossibile obligari*. She conditionally offers herself to her suitor, Tarolfo, but her true intention is to establish a contract that can never be fulfilled and therefore will never obligate her. By creating an impossible contract in full awareness that “no one can be bound to the impossible,” her goal is to hold Tarolfo in a perpetual state of *velleitas*, in which his will is directed towards an impossible thing. Yet the only way such an impossible contract could work to her favor is if Tarolfo accepts it as binding. A contract voided in actuality would be useless and would not constrain Tarolfo from attempting to gain her affection in other more realistic ways. A contract *voidable* in potentiality — but not yet actually voided — would create an ongoing freedom from obligation on her part.<sup>63</sup> In effect, she inverts the maxim into “lovers *can* be bound to the impossible.”

The rhetorical analogue to the lady's logic is the *adynaton*. Dante uses *adynaton* in the sestina *Al poco giorno* to place love for his stony lady within a hierarchy of impossibility based on the temporal adverb *prima che*: “Ma ben ritorneranno i fiumi a' colli / prima che questo legno molle e verde / s'infiammi, come suol far

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<sup>63</sup> The “impossible contracts” of *Filocolo* Q4, *Decameron* 10.5, and many other impossible literary promises — as well as the examples of impossibility given by canon law — are contracts whose literal terms are seemingly impossible, and could only become possible through unforeseen developments and innovations. In modern-day examples of impossibility as a legal doctrine, common examples are the reverse: an apparently possible contract is made, but becomes impossible through “changed and unforeseen circumstances.” See Posner and Rosenfield 1977, esp. 89-92, and Gordley 2004.

bella donna, / di me” [But the rivers will return uphill before this soft green wood ignites, as a beautiful lady would usually do, for me].<sup>64</sup> Although it is in the nature of beautiful ladies to fall in love (“come suol far bella donna”), it is more likely that the river will violate the laws of nature than that the *donna-petra* will violate her unnatural impermeability to love. If that is so, then that love is an *impossibilitas naturae*, and yet the poet insists on his obligation to serve that love (“e ’l mio disio però non cangia il verde” [4]), binding himself to the impossible. Silvia Argurio notes that the verb *torneranno*, in the verse “Ma ben ritorneranno i fiumi a’ colli,” is the only future indicative verb in the entire sestina.<sup>65</sup> The future indicative is, conceptually, the tense of contract: contracts are a legal instrument for creating future obligation out of a present-tense intention and their power consists in their ability to compel action in future time.<sup>66</sup> In the poem, the only future certainty — the only matter of the love contract — is an *impossibilium*.

The lady of Question 4 attempts to leverage the power of future obligation to impossibility, mixing the indicative compulsion of contract with the subjunctive force of the *adynaton* or *velleitas*. Yet despite the apparent impossibility of her request, Tarolfo succeeds in fulfilling it. He recruits a necromancer, Tebano, who uses magic to create a garden full of delicious fruits and verdant flowers. Tarolfo is able to perform his contractual duty because he takes an extreme approach: he *goes beyond*. Nearly half of the story’s prose details Tarolfo’s meeting with the necromancer and the necromancer’s elaborate efforts to construct the May garden, which involve traveling by dragon to retrieve materials such as venomous serpents’ tongues from Libya and plants from various Greek islands, the Tiber, Danube, Po, and other rivers, then mixing all of these ingredients into a potion and bathing a tract of infertile ground with these “boglienti liquori” so that it blooms with fresh

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<sup>64</sup> *Al poco giorno* 31-34 in Alighieri 2014.

<sup>65</sup> Argurio 2020, 81.

<sup>66</sup> Posner and Rosenfield write: “The distinctive problems of contract law arise when the agreed-upon exchange does not take place instantaneously (for example, A agrees to build a house for B and construction will take several months). The fact that performance is to extend into the future introduces uncertainty, which in turn creates risks. A fundamental purpose of contracts is to allocate these risks between the parties to the exchange” (1977, 88).

verdant life (4.31.11-36).<sup>67</sup> The overstuffed description emphasizes that the necromancer — and Tarolfo by proxy — surpasses the limits of ordinary life and human capability to deliver on the promised garden. Tarolfo's efforts do, in fact, extend *ultra posse suum*: he must use magic, but with magic, he can deliver.<sup>68</sup>

The impossible yet real garden is a literalization of a legal *impossibilitas naturae* or a lyric *adynaton*, a way of “passing from metaphor to reality,” and in this literalization the lady becomes a “victim of the danger inherent to the *adynaton*,” as Margherita Heyer-Cáput writes.<sup>69</sup> The impossible garden's dry wood turned green — “i secchi legni verdi piantoni e fruttiferi divennero tutti” [the dry sticks became lush green and fruited plants] (4.31.35) — is the inverse of Dante's “legno molle e verde” [soft green wood] that cannot catch flame in *Al poco giorno* (v. 32). And the cold winter turned into the garden's “aere temperato e dolce” [temperate sweet air] (4.31.39) anticipates the *impossibilia* of snow and fire in Petrarch's sestina *Giovene donna sotto un verde lauro*: “quando avrò queto il core, asciutti gli occhi, / vedrem ghiacciare il foco, arder la neve” [when my heart will be quiet and my eyes dry, then we will see fire freeze and snow burn] (RVF 30.7-10).<sup>70</sup> Or we might hear

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<sup>67</sup> In the *Decameron*, almost all of that prose is excised: Ansaldo, the suitor, simply hires the magician (10.5.9-10).

<sup>68</sup> The fact that the lady's terms are only impossible because of magic recalls an earlier scene in the *Filocolo*, in which King Felice expresses his shock at Florio's continued obsession with Biancifiore: “Ma io credo fermamente che la puttana l'abbia con virtuose erbe, o con parole, o con alcuna magica arte costretto, però che mai non si udì che femina con tanto amore durasse in memoria d'uomo, quanto costei è durata a lui” [But I believe firmly that this whore has compelled him with powerful herbs, or with words, or with some kind of magical art, because I have never heard of a woman enduring with so much love in the memory of a man, as she has endured in him] (3.39.7). The king cannot imagine the existence of a love as powerful as theirs, except one conditioned by magic and unnatural forces.

<sup>69</sup> “Come Giletta di Nerbona nel *Decameron* riuscirà a passare dalla metafora alla realtà nella sua rischiosa promessa, così Tarolfo otterrà per interposta persona, in nome della medesima forza dell'amore che anima Giletta, il giardino d'inverno. La gentildonna si trova dunque stretta dall'evidenza, vittima del pericolo insito nell'*adynaton*” (Heyer-Cáput 1996, 75). Tales 3.9 and 10.5 account for three of the *Decameron*'s five uses of the term *impossibile*.

<sup>70</sup> Cited in Petrarcha 2004. Millicent Marcus connects *Giovene donna* to *Decameron* 10.5, arguing that Madonna Dianora, like Petrarch, is “making nature the measure of the impossibility of love's fulfillment [...] [But] what

an echo of Raimbaut d'Aurenga, who writes of an impossible "inverse flower" in a world where snow seems like the bloom of a flower and flowers seem like frost: "Ar resplan la flors enversa / Pels trencans rancx e pels tertres, / Cals flors? Neus, gels e conglapis / Que cotz e destrenh e trenca" [Now shines the inverse flower / through jagged cliffs and through hills / What flower? Snow, ice, and frost / That burns and stings and cuts].<sup>71</sup> Raimbaut's flower of frost, Dante's burning green wood, Petrarch's frozen fire and burning snow — all impossibilities of nature — *reinforce* the lover's perpetual obligation to the beloved, rather than providing a release from obligation on grounds of impossibility, as law would require. What the lady of Question 4 failed to realize is that in love, the contract binds either way: it will bind in the subjunctive if it is indeed impossible because lovers are bound to impossible things, but it may bind in the indicative too, if Tarolfo finds a way to perform.

The lady is distraught when she realizes she must carry out her side of the promise: "pensando in qual maniera tornare potesse adietro ciò che promesso avea, e non trovando licita scusa, in più dolore cresceva" [thinking how she might turn back what she had promised, and finding no valid excuse, her pain grew] (4.31.43). When her husband perceives her distress and compels her to reveal the truth, he decides it is better that she obey her own contractual terms rather than break her word, much as Biancifiore counseled Florio to observe his promise to his father in Book 2, lest the power of the word itself be weakened by failure to comply with what was promised: "Va, e copertamente serva il tuo giuramento, e a Tarolfo ciò che tu promettesti liberamente attieni: egli l'ha ragionevolmente e con grande affanno guadagnato" [Go, and secretly observe your pact, and freely give to Tarolfo what you promised: he has earned it by right and with great effort] (4.31.44). The adverbs *liberamente* and *ragionevolmente* in the husband's command are both contractual terms. *Liberamente* (freely, willingly) describes both the conditions under which she made the promise and the conditions under which she must keep it, for a valid contract must be consensual, and there can be no consent under conditions of compulsion and

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Dianora fails to realize is that by appropriating the rhetoric of courtly love, she is giving tacit approval to the code itself" (1980, 164-65).

<sup>71</sup> Cited in Cherchi 1971, 231.

force. Because the contract is freely made, it is binding, and the adverb *ragionevolmente* is best translated as “by right,” capturing the sense of the medieval Italian term *ragione* as a translation of Latin *ius* or legal right. The lady is excused not by her contractual terms, but by the optional and voluntary renunciations of the men around her. Tarolfo decides not to enforce the contract out of respect for the husband’s magnanimity in giving over his wife. In turn, Tarolfo’s magnanimity in declining the contracted sex prompts Tebano to decline the fee for his magic.

Menedon’s presentation of the tale as a question on magnanimity (he asks Fiammetta to judge which of the three men was most magnanimous) elicits a response that clarifies the relationship between love and excess.<sup>72</sup> Magnanimity or liberality is the virtue of being generous and giving freely, especially towards someone not obviously deserving of the gift and in situations where the gift is not required or expected. So Queen Fiammetta defines it: “E chi fa quello a che egli è di ragione tenuto, sì come voi diceste, in niuna cosa è liberale, ma quello che oltre a ciò si fa di bene, quello è da chiamare liberalità drittamente” [And he who does what he is bound by law to do, as you said, is not liberal in anything, but whatever he may do beyond that, that is to be properly called liberality] (4.34.5). Magnanimity surpasses the bounds of contract, making a virtue out of excess. The contractual baseline of “quello a che egli è di ragione tenuto”, that to which one may be bound by law and reason, is the equivalent of the legal verse’s *lex iusta*: “Ultra posse meum non lex me iusta coegit.”<sup>73</sup> Magnanimity goes beyond the baseline (“quello che *oltre a ciò* si fa di bene”), just as impossibility, in the language of the legal verse, exists *beyond* what is required or legal (“*ultra posse meum*”).<sup>74</sup> The lady’s decision to give herself to

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<sup>72</sup> Even his ‘question,’ which is really an entire *novella*, is a form of excess. Menedon introduces his question by explaining that his topic “interamente dare non si potrebbe a intendere, se a quello una novella, che non fia forse breve, non precedesse” [could not be entirely explained unless preceded by a story, which may perhaps not be brief] (4.31.1), surpassing the generic limitations of the question format.

<sup>73</sup> Ordinary Gloss to *Regula iuris* 6, col. 789.

<sup>74</sup> Marie de France’s lai *Deus amanz* is an illustrative contrast with the magnanimous excess of *Questione* 4. In the lai, a king who wishes to keep his daughter

Tarolfo, even though she does something she wishes not to do, does not qualify as magnanimity because she is simply fulfilling the terms of her contract and giving something that she had already consented to trade in exchange. She does not *go beyond*.

The excessive, all-consuming force of love gives the impossible a power it does not have in law or nature. Even lightly-made promises, even poorly-thought-out vows, even impossible contracts, and even love metaphors are binding within an economy of amorous obligation that treats a lover's word as an eternal metaphysical bond.<sup>75</sup> These love contracts convert mere words, which in other contexts might be discarded as soon as an ontological barrier appears to make the promise impossible, into a duty that extends permanently into the future. Love makes a contract out of metaphor, and the lady of Question 4, even as she intends to create a legal nullity, inadvertently obligates herself by choosing terms that turn out not to be im-

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from marrying decrees that any potential suitor must be able to carry the princess up and down a mountain without resting. The King's goal of contractual impossibility in the lai is somewhat similar to the unnamed lady's in the *Questione*. While she wishes to forestall a romance (for herself), he wishes to forestall a marriage (for his daughter): "Cumença sei a purpenser / Cument s'en purrat deliverer / Que nul sa fille ne quesist" [He began to give careful thought / to how he can free himself / from having anyone ask for his daughter] (29-31). Her determined lover obtains an herbal potion that will give him exceptional strength, but fails in the task because he misjudges his own strength on the day, doesn't take the potion, and dies of exhaustion at the top. The narrator interjects that "Mes jo creim que poi li vaille / Kar n'ot en lui point de mesure" [But I fear that (the potion) will avail him little, / for there is no moderation in him] (178-79). Yet insofar as his "immoderation" consists in overconfidence in his own natural abilities to the point that he refuses a performance-enhancing drug, his mistake is actually one of *not doing enough* rather than *doing too much*. Text and translation are from Marie de France 2018. For a reading of both pro- and anti-moderation stances at tension within the lai, see Pipkin 2019, 314.

<sup>75</sup> Ellen Caldwell, writing of Chaucer's *Franklin's Tale* (which Chaucer almost certainly adapted from Menodon's question), argues that in this kind of contract system, one cannot voluntarily step outside it once one has entered it: "Apparently one's word, once spoken, becomes the property of the auditor, not the speaker. The auditor may hold the speaker to her bond — or release her. In all cases [...] the speaker is powerless to rescind his or her own word" (Caldwell 2019, 218). In the *Franklin's Tale*, the wife Dorigen promises her suitor Aurelius that she will sleep with him if he can remove all the rocks on the coast of Brittany. This he does with the aid of a magician. Dorigen's husband Arveragus says she must keep the promise, and the tale ends with the same cycle of release from obligation.

possible for a lover who applies an excessive degree of resourcefulness. In the version of this story told as *Decameron* 10.5, the husband Gilberto states the truism that every reader of romance knows: “quasi ogni cosa diviene agli amanti possibile” [for lovers, almost anything becomes possible] (10.5.14). But as the *Filocolo* shows, even *had* the contract been impossible, it could still have obligated the lover to perform. The laws of love seal binding pacts with the power of impossibility.

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