

S. D. GOITEIN

# *A Mediterranean Society*

THE JEWISH COMMUNITIES OF THE ARAB WORLD AS PORTRAYED IN  
THE DOCUMENTS OF THE CAIRO GENIZA

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VOLUME I

## *Economic Foundations*

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economy from state interference. The law of Islam, as that of Judaism, was mainly the creation of scholars of the middle class who were economically independent and, as a rule, not in the service of any government. The eighth and ninth centuries had witnessed this rise of a large and powerful merchant class all over the Middle East. During the tenth through the twelfth centuries, this class was the main bearer of Muslim civilization, including its Jewish and (Oriental) Christian enclaves. At the same time, the Italian and other Mediterranean merchants on the European shores emerged into the full light of history. However, while in Europe the merchant class obtained political power, expressed either in the local autonomy of free cities, or in the creation of city states, no such developments took place in the Muslim world. This contrast, which accounts so much for the difference between progressing Europe and an East lagging behind, was not yet felt very tangibly during the period considered here. At that time, a vigorous merchant class was active on both sides of the Mediterranean and created an atmosphere of unity despite the constant wars and political upheavals, and, owing to the relatively great freedom of the economy from state interference, people were less involved, when their rulers were at loggerheads with each other. This state of affairs was recognized by a keen contemporary observer, the Spanish traveler Ibn Jubayr. After having described, how, at the time of heavy fighting between Muslims and Christians, Muslim caravans passed safely through Crusaders' territory or moved to seaports held by Christians, he concludes:

"Likewise, in Muslim territory, none of the Christian merchants is forbidden entrance or is molested. The Christians impose a tax on the Muslims in their land, which gives them utmost security, while the Christian merchants also pay [customs] for their goods in the land of the Muslims. Reciprocity prevails and equal treatment in all respects. The warriors are engaged in their wars, while the people are at ease."<sup>48</sup>

#### 4. THE GENIZA PEOPLE AS REPRESENTATIVE OF MEDITERRANEAN SOCIETY

It would be hazardous to use letters and documents left by European Jews of the Late Middle Ages for an overall picture of the society to which they belonged. For that was a time of intolerance when they led a life of seclusion, separated and almost sealed off from their environment. Not so with regard to the Mediterranean society of the period with which we are concerned here. Despite the high degree of legal and civic autonomy enjoyed by them at that time, and despite their status as semi-foreigners, which they shared with the Christians in the realm of Islam and which was even more accentuated in Europe, in this

period they mingled freely with their neighbors and, therefore, cannot have been very much different from them. For, as the Arab proverb has it, "people are more akin to their contemporaries than they are to their own forefathers."<sup>49</sup> It stands to reason that a twelfth-century Jewish doctor, who worked in a government hospital in Cairo or Aleppo, was in most respects representative of the medical profession of his time in general, while a Jewish glassmaker, or silk-weaver, or metal founder would use the same techniques and occupy approximately the same social position as his Christian or Muslim fellow workers. Mutual help, as expressed in small, but not too small, loans, is attested in the Geniza as prevailing between members of different faiths but of the same or similar professions.<sup>50</sup>

It is instructive to compare a strictly isolated Jewish community, such as the Jews of Yemen in southern Arabia had been up to their mass exodus in 1949-1950, with that known to us through the Geniza from the eleventh and twelfth centuries. The Yeminite Jews lived in entirely secluded quarters or villages.<sup>51</sup> The Geniza records, too, make occasional mention of quarters predominantly inhabited by Jews, or even called "the Jewish quarter." But these were not ghettos. Everywhere, whether in Old Cairo or in Qayrawān, in Damascus or in Jerusalem, or in Egyptian provincial capitals, we would find in the deeds preserved that Jewish houses, even in so-called Jewish quarters, happened to border on those owned by Muslims or Christians, or both. Even more so: Gentiles used to rent apartments and rooms belonging to the Jewish community chest and situated in the neighborhood of synagogues.<sup>52</sup>

The domestic architecture of the Jewish town house in Yemen was entirely different from that of the Muslims. The Jewish house was of the ancient Mediterranean type, with an inner court in the second floor, and it hardly ever had more than two and a half floors. The Muslim house imitated the local southern Arabian multistory fortress and often actually served as such. Each community built according to its own traditions and its social and economic exigencies.<sup>53</sup> We never hear about such differences in the Geniza, nor could they have existed, since houses built by Muslims and Christians often were acquired by Jews. This explains also why special women's quarters, *ḥaramiyya*, required by Muslim, but not by Jewish, social habits, are sometimes mentioned in documents referring to houses possessed by Jews.<sup>54</sup> In nineteenth-century Baghdad, Christian and particular Jewish houses were different from Muslim by the absence of this dichotomy.<sup>55</sup>

The clothing of the Yeminite Jew was distinct from that of his neighbors in every single detail. In the Fatimid empire, it seems, not even the canonical rules for the wearing of distinctive badges by non-Muslims were regularly observed. The fantastic ordinances in this respect by the caliph al-Ḥākim were soon forgotten; in any case, they have left no trace in the Geniza. A renewal of these discriminatory laws

is reported in a lengthy document from the year 1121, but from Baghdad, not from Cairo.<sup>8</sup> Abundant evidence shows that both Jewish males and females indulged in the most gorgeous fabrics and colors, the like of which would please, and actually be offered to, Muslim governors or sultans.

When a delegation of Arabian Jews visited the Umayyad caliph Mu'awya (661-680 A.D.), his first question was whether they still knew how to prepare the delightful *haris* dish which the caliph remembered to have enjoyed while he himself was still in Arabia.<sup>9</sup> The answer was to the affirmative (some of them still have it as a Sabbath dish and call it by the same name as 1,300 years back). So far, nothing about a special Jewish kitchen has come to light from the Geniza, although the prohibition of cooking fresh food on Saturday must have led to the creation of some specialties. On the other hand, the Jews were rather prominent in the general food industry (see pp. 100 ff., below). Needless to say, the Jews used the same money, the same general goods, and the same means of locomotion as other people.

Unlike later medieval Europe, where murderously discriminative economic restrictions confined the Jews to a few unproductive occupations, in the world reflected in the Geniza, we find them in practically all arts and crafts, including agriculture. Naturally, they were more prominent in some than in others. The attachment of particular ethnic or religious groups to certain occupations has been common in the Middle East down to our own times and is not unfamiliar to the contemporary scene in the United States. It is, however, important to note that both the Geniza and Muslim literary sources show us that Gentiles also engaged in all the ways of making a livelihood which were adopted by Jews. In commerce, the Jews were prominent in textiles, dyeing, and pharmaceutical products, as well as in metals. But they traded in many other commodities as well. The methods of business, too, cannot have been peculiar to a particular religious group, for commerce was normally interfaith and, to a large extent, international. In certain cases, as with regard to the most important institution of partnership, we hear expressly that its Muslim, and not Jewish, legal form was mostly applied even when the contracts were made before a Jewish court. Partnerships between Muslims and Jews, both industrial and commercial, were nothing exceptional. Even the doctors of law, whose subject matter was essentially denominational, worked closely together, for cases often went back and forth from a Muslim to a Jewish court or vice versa. Sometimes, such professional contacts developed into personal friendships.

Jews did not serve in the army, but neither did the Muslims and Christians belonging to the sedentary local population. The Fatimid army consisted of Berbers, Turks, Negroes, and Bedouin levies; the Ayyubids, who were Kurds themselves, maintained a predominantly Kurdish and Turkoman officers corps with mercenaries drawn from

any different ethnic groups.<sup>10</sup> We find Jewish physicians attached to the Egyptian army and navy. When we hear about Jewish army veterans less than we would expect, the cause might be that the various detachments provided themselves largely from the fiefs assigned to them. As to government service, the share of the Jews was certainly higher than their percentage of the total population warranted. The whole administration and economy of the country were based on tax-farming, an activity in which the Jews, although to a lesser degree than the Christians, were prominent. Entrepreneurs, even with small capital (and often in partnership), paid the government a fixed sum for the revenue expected from the taxes on agriculture, industry, or business, or from a customs house or toll station, and the surplus of the money actually collected represented their profit. This activity brought Christians and Jews into contact with all layers of the population in practically every corner of the country. The Geniza sources even to reveal the curious fact that the strictly orthodox Ayyubids employed Jews to a larger extent than did the "liberal" Selarian Fatimids. In any event, Jews had opportunity to contact both the lower and the higher echelons of the government apparatus as the rest of the population did.

On the other hand, Jewish community life, it seems, differed widely from that of the Muslim majority. The generally small Jewish communities, which provided almost all their social services themselves, were able to preserve more easily the ancient forms of massive public life than the shapeless masses of Muslims, who had the opportunity for self-government. Whatever the origin of the Jewish communal organization might have been, whether it originated in the ancient Israelite primitive democracy, which had much in common with pre-Islamic Arabian life, or whether it was formed through special needs of the synagogue, or whether it was formed or transformed by the influence of the Hellenistic and Roman system of autonomous local corporations, the picture emanating from the Geniza records so far has nothing comparable among the Muslims. An impression, however, may change in the light of future research in the development of Islamic urbanism.<sup>11</sup>

The Jewish family, with its specific traditions and institutions, certainly was distinctive in more than one respect. In many others, the Geniza portrays an establishment the like of which used to be found in any corners of the Mediterranean world: an extended family of strong cohesiveness, great reverence for the senior members, prominence in the house of the old lady who presides over a bevy of daughters, daughters-in-law, and grandchildren, tender care of brothers, sisters and vice versa, and in general a stronger emphasis on the ties of blood than on those created by marriage. When we find that the Geniza society was practically monogamous, although ancient Jewish (and Muslim) law permitted polygamy, this practice was more charac-

teristic of a progressive middle class than of a specific religious community. It is not excluded that the same practice prevailed at that time in the corresponding layers of Muslim society. We shall get clarity in this point only if and when we shall have documents dealing with Muslims from this period similar in character and number to those provided to us by the Geniza.

Even more delicate is the question, how far the spirituality and psychology of the Geniza people were specifically Jewish and to what extent they could be taken as characteristic for the time and area in general. Finally, there remains the still far wider and more intricate problem, whether the various groups and individuals discernible in our records were representative of their countries of origin or domicile, of the world of Muslim civilization, or of Mediterranean society as a whole. In the concluding chapter of this work, some clues for answers to this question will be provided.<sup>12</sup>

# The World of Commerce and Finance

## INTRODUCTORY NOTE: Periods and Countries Prominent in the Business Documents of the Geniza

"Of the organization of trade before the twelfth century, not much if anything, is known." In the light of this statement, made recently by a most competent expert, the information provided by the Cairo Geniza documents must be regarded as particularly welcome.<sup>1</sup> Most of the Geniza letters, court records, and accounts related to the Mediterranean trade come from the eleventh century. There are hundreds of them, and many are extensive and full of variegated and valuable data. To be sure, their scope is limited. Most of them originated from Tunisian merchants living in Egypt or other countries of the Muslim East, or who were still in their homeland. These merchants, however, roamed about the whole Mediterranean basin, from Spain to Syria and Palestine, and traded eagerly with the Rûm, the Europeans. Thus the organization and technique of commerce revealed by the Geniza papers certainly has some bearing on the economic history of Europe as well.

The Geniza material regarding the India trade, which is not treated in this book, covers mainly the years 1080-1160. Thus it overlaps only in part the period during which the Mediterranean commerce is richly illustrated in the Geniza.<sup>2</sup> The late Fatimid and the Ayyubid epochs (1160-1250) are represented mostly by local Egyptian documents only a sprinkling of them pertaining to the international trade.

How is this uneven distribution of Geniza material on the history of commerce to be explained? Various factors, independent of each other, might have been at work. During the eleventh century, most of the middle-class Jews still lived in Fustat, or Old Cairo, where the synagogue with the Geniza chamber was located. In the first half of the twelfth century, well-to-do families had two homes, one in Fustat and one in New Cairo, the seat of the government. By the end of the century, most of the more affluent merchants seem to have moved to the new city, and they normally had no opportunity to discard their writings in the Old Cairo lumber room whose contents have come down to us.

It is also possible that only restricted circles of people had religious scruples with regard to the burning of business papers written in new characters. As the Geniza proves, such notions were definitely not shared by the Tunisian Jews of the eleventh century, as well as by the traders of the twelfth, most of whom were of Maghrebi origin. In the third period referred to above, the later twelfth and the thirteenth centuries, most documents are somehow connected with the synagogue of Old Cairo, which had its seat in the synagogue to which the Geniza was attached.

Finally, the vicissitudes of economic history might themselves be reflected in the number and nature of commercial papers preserved in the Geniza. During the eleventh century, despite the rise of European maritime power and the encroachment of the Italian cities, the Mediterranean trade still was largely in Islamic hands. Thus it is natural that Arabic-speaking Jews should have a fair share in this activity. During the twelfth century European naval supremacy became paramount. Therefore, one understands why Jewish middle-class merchants sought an outlet for their enterprising spirit in the commerce with the Indies of the Indian Ocean. By the beginning of the thirteenth century, the powerful association of the so-called Kārmīs made it difficult for individual merchants with limited means to participate in the ventures of the India trade.<sup>4</sup> This would explain why the Geniza material of the turn of the thirteenth century is mainly confined to the local Egyptian scene. These suppositions are offered here only with a reservation. Moreover, in conformity with the general character of this book, primarily the social aspects of medieval business and commerce are discussed here. The intricate and captivating problems of economic and juridical history posed by the Geniza papers must be left to experts specializing in these fields.

## THE MERCHANTS AND THEIR EMPLOYEES

### TYPES OF BUSINESSMEN

The time-honored Arabic term for businessman, *tājir*, which is derived from the Akkadian, is not common in the Geniza documents and appears in them mostly as a designation for the "big merchant." The very fact that they make mention of such epithets as "X, the Jewish *tājir*," "the Yemenite *tājir*," "Z, the Baghdadi *tājir*," proves that only comparatively few persons were styled as such.<sup>1</sup> The designation "businessman," *ahl al-karā'ij*, also was applied only to the upper crust of the profession.<sup>2</sup>

Al-Dimashqi's twelfth-century handbook on the technique of commerce divides the merchants into three categories: the "hoarder," who stores the goods and sells them when prices are high; the "peregrinating," who transports wares from one country to another; and the

"shipper," who is himself stationary, but sends shipments abroad. Al-Dimashqī, however, was concerned only with the tājir group. The reality of commerce was far more diversified and the types participating in it far more numerous.

*Producers and dealers.*—The lower stratum of people engaged in commerce was formed by the great mass of craftsmen who sold their own products and occasionally also those made by others (see preceding chapter). In most cases the Arabic terms for a profession do not indicate whether the persons concerned were engaged mainly in manufacture or in the sale of a product. Thus a *jabbān* could be either a seller or a producer of cheese; a *labbān* could be either a man milking sheep (which were kept within the city walls) or engaged mainly, perhaps even exclusively, in selling milk. This ambiguity exists only for us who read these ancient papers, but prevailed at the time of terms were in use. Therefore, when necessary, the profession of a person mentioned had to be defined expressly. Thus we find in a list of contributors to a charity "X, who sells soap" immediately after "Y, soap-maker," or at the side of the term "mat-maker," which of course merely designated a merchant selling mats, the clumsier expression "the one who makes mats." But the very fact that the ambiguous term was used in the overwhelming number of cases seems to indicate that the seller of a locally produced commodity also had something to do with its production.<sup>4</sup>

*Retailers and wholesalers.*—The distinction between retailers and wholesalers was well developed in the society represented in the Geniza papers, but not along the same lines as in our own time. The tradesman, naturally, was a retailer. The wholesale textile merchant often sold single pieces too, as is evidenced by their accounts. The reason for this was the relatively high value of each piece. In addition, we read about many clothiers who clearly were retailers as well as wholesalers, the traders in second-hand garments. The modern American European, who buys new clothing every year, can hardly appreciate the scope and importance of this medieval trade. A fine textile work of art, cherished regardless of its having been worn before or after, was a chief pastime of well-to-do ladies was not only shopping (to be seen for yarns, fabrics, and clothing, not for food for the household), but also selling whatever they wished to dispense with from their wardrobe. No wonder, then, that the dealers in second-hand clothes in Cairo had a bazaar of their own.<sup>5</sup>

A situation similar to that of the textile branch prevailed in the second largest field of commercial activities, that of drugs, chemicals, spices, and perfumes. The wholesale "perfumer" or "seller of potpourris" also served partly as retailer, and for the same reason as did the textile merchant: quite a number of the commodities carried by him were expensive and out of reach of the smaller "druggist." Many, perhaps most, of the "perfumers," "potion sellers," and "apothecaries" in

in the Geniza were retailers, and their activities are well illustrated by their correspondence and legal documents.<sup>6</sup>

The real domain of the retailer was the trade in foodstuffs and other requirements. This trade was divided into different branches and a store had to obtain a license according to the main products it sold. Two Geniza contracts refer to partnerships in stores "licensed for the sale of oil and legumes." One, dated January, 1104, is particularly instructive for the scope and financial capacity of such a retailer. The investor provided 9 dinars in cash, while his partner contributed goods of the same value, specified as follows:

2 jars of linseed oil, worth	4	dinars
4 containers of olives, worth	1	dinar
3 glass vessels (with their baskets) of lemon juice, worth	1-1/4	dinars
18 empty glass vessels, worth	2	dinars
Scales for pounds, 4 leaden pounds, a pedlar's board with its scales and their weights, worth	3/4	dinar
Total	9	dinars

capital was needed for replenishing the stock. Both partners shared the work (presumably one mainly occupied with selling and the other with buying), and it was expected that both could make good from such an investment.<sup>7</sup>

The shopkeeper extends credit." This maxim of the second century A.D. is also in the period illustrated by the Geniza. In this period there seems to have been no great difference between the retailer and the wholesaler, and, even with the former, buying on credit was the rule. The Geniza has preserved batches of five, ten, twenty orders, respectively, in which shopkeepers are advised to supply a certain number of certain commodities to the bearers. After turning them to the senders for payment. This would explain why orders have been found together in round numbers. The five referred to above are written on tiny pieces of vellum. In them the shopkeeper is requested to deliver to the bearer quantities of oil, wood, various vegetables, lemon, and sugar, and, in addition, sums of cash.<sup>8</sup> The batches of ten and twenty are addressed by the merchant to two different *sharābīs*, or "sellers of juices," all concerned with orders for juices of lemon, pomegranates, or apples, rose oil, and made of a combination of honey and vinegar (not an invention of the twentieth century!) with or without taste of pomegranates, as some preserves.<sup>9</sup> Many single orders from the hand of the same merchant have been traced in different collections, among them three from the same store for one pound of linseed oil.<sup>10</sup>

Accounts of a shopkeeper in a provincial town from the year 1115 reveal that in some instances payment in weekly installments was expected. In most cases, however, terms for payment are not indicated. Similarly, in two accounts of wine merchants the customers are listed as having received jugs of wine, or as owing certain sums of money, but without specification of when payment was due. Still another letter simply states: "Sold," followed by a great number of names, including such common names as Jacob, or such general designations as "the physician." The item sold is described only by quantity (mostly  $\frac{1}{2}$  or pound). Thus we must assume that in retail, as was the case in wholesale, the period for which credit was granted was fixed by generally accepted usages.<sup>12</sup>

A few types of retailers are designated by special terms, such as the grocer, *baqqāl* (they had a special bazaar, repeatedly referred to), or the keeper of a grain store, *jamī*, often mentioned in the Geniza.<sup>13</sup> It may be remarked in passing that the "seller" par excellence, *bayyān*, was usually not a retailer in the technical sense of the word, but a culinary specialist who himself sold the delicacies he prepared. Sometimes he is defined by his main line, such as "seller of boiled chickpeas." Thus this ubiquitous profession belongs in the food industry rather than in commerce.<sup>14</sup>

As a rule, just as the language of our sources uses the same words for the producer of a commodity and its distributor, thus it uses the same words for the retailer and the wholesaler. A *zayyāt*, or "seller of oil," could be a modest grocer of the type we have already met, who dealt in seed oil and a few other commodities, or he could be a great importer of precious olive oil from Tunisia. The term *sukkārī* might designate the proprietor of a large sugar factory worth thousands of dinars, or a small storekeeper who specialized in the sale of sugar. There is a deathbed declaration made by a *sukkārī* who had taken ill suddenly (and who died the day after making his declaration). In it he records having received sugar worth 6 dinars from a *sukkārī* whom he refers to with the honorary epithet "the elder" (not applied to the dying man, and, to whom he had paid one-third in cash; and he refers to selling another *sukkārī* from whom he received sugar valued at 3 dinars. He himself sold much smaller amounts.<sup>15</sup>

Yet it would be rash to conclude from the ambiguity of terms that actual practice the distinction between retailer and wholesaler was entirely blurred. The society reflected in the Geniza records distinguished very clearly between "the beggars," as the great merchants called the small shopkeepers, and "the sons of houses," the members of respectable business firms.<sup>16</sup> A mere glance at a Geniza letter—its script, its arrangement, its subject matter—is sufficient to show us from which of the two classes it emanated. Naturally, the letters of the wholesalers are far more numerous, more extensive, more coherent

ally also more interesting. Still, our sources have preserved ample material to enable future research to depict in greater detail the world of the retailer.

*Merchants' diversification and specialization.*—In a letter addressed to a *ḥaṣṣ* bourse in Alexandria, a Maghrebi merchant sojourning temporarily in Būṣīr, the great Egyptian flax center, gives the following indications to a business correspondent:

"I have accepted delivery of the proceeds from the two bales [of flax] which I sent to Maghreb. If it is cash, send it on to the elder Abū Saʿīd in Old Cairo [who would forward it to the writer]. If it is wax, or white lead, or vegetable oil, or *ʿamiḍī* cloth, or dark-blue wrappings, or hides, or oiled shoes, or gilded shoes, or red silk—sell everything in Alexandria. If it is silk with patterns, send it on in the shipment going to my master, the elder Abū ʿAlī, or with any one of our friends. If it is olive oil or wool, leave it, and let the air will become cooler."

Very specific character of half of the twelve alternatives mentioned suggests that the writer of our letter had instructed his business correspondent in Tunisia to buy for him any of these commodities if he did not choose to send cash.<sup>17</sup>

As an example of almost bizarre diversity of goods handled by one merchant, a businessman from whose hand we have ten letters during a reasonably short period, we find that, around 1100, Nisābūrī, a Persian (as is proved both by his family name and Arab style) resident in Alexandria, dealt in the following commodities:

- Dyeing plants (saffron, imported from Tunisia, and brazilwood, imported from the Indies to the Maghreb).
- Medical and culinary herbs (scammony, imported from Syria, brought from Socotra).
- Glass (sold for another merchant).
- Silk (by far the most common item).
- Other textiles (robes, made of brocade and scarfs).
- Corals (imported from Rūm, that is, Christian Europe, and from Africa).
- Perfumes (ambergris—the Atlantic variety—and musk).
- Wax (from Tunisia).
- Millstones (from Syria).
- A variety of cloths and household goods, which seem, however, items given as favors to business friends rather than articles of commerce.
- Hay b. Nissim, a wholesale merchant of high standing, whose letters we are able to follow for a period of fifty years (1045–1096) whose archive contains over two hundred and fifty papers emanating from him.

ing from him, or addressed or referring to him, was active in following fields (arranged approximately according to the volume his business in each branch):

1. Flax, exported from Egypt to Tunisia and Sicily.
2. Silk (from Spain and Sicily) and other fabrics, from Syrian European (Rûm) cotton to North African felt, and textiles of descriptions, from robes to bedcovers.
3. Olive oil, soap and wax from Tunisia, occasionally also from Palestine and Syria.
4. Oriental spices, such as pepper, cinnamon, and clove, sent from Egypt to the West.
5. Dyeing, tanning, and varnishing materials such as brazilwood lacquer and indigo (sent from East to West); sumac and galls (from Syria to Egypt); saffron (from Tunisia to the East).
6. Metals (copper, iron, lead, mercury, tin, silver ingots), all West to East.
7. Books (Bible codexes, Talmuds, legal and edifying literature, grammars, and Arabic books).
8. Aromatics, perfumes, and gums (aloe, ambergris, camphor, frankincense, gum arabic, mastic gum, musk, betel leaves).
9. Jewelry and semiprecious stones (gems, pearls, carnelians, topazes, onyxes, and the like).
10. Materials (such as beads, "pomegranate" strings, coral, cowshells, lapis lazuli, and tortoiseshell) used for ornaments and trinkets, items that loomed large in his papers.
11. Chemicals (alkali, alum, antimony, arsenic, bamboo crystal, borax, naphtha, sulfur, starch, vitriol).
12. Foodstuffs, such as sugar, exported from Egypt, or dried fruit imported from Syria.
13. Hides and leather. Also furs and shoes. All coming from, through, Tunisia and Sicily.
14. Pitch, an important article.
15. Varia, such as palm fiber, and items not yet identified with certainty.

On top of all this, Nahray b. Nissim was a banker, as is evident from the accounts written by him as well as from his correspondence. During certain periods this must have been his main occupation.

The list by no means exhausts the types of commodities referred to in Nahray's letters. They contain many other items, such as orders for paper, for example. In view of the quantities specified, however, it seems that he needed the paper personally in his threefold capacity as scholar, merchant, and banker. The same applies to other items, such as wheat and honey, which he probably used for his household rather than for his business.<sup>18</sup>

One wonders how one person alone could successfully handle such an enormous variety of commodities, especially in a period that did

the notion of fixed prices and where even the contents of a single type of the same item could obtain different prices according to time and other circumstances. The technical knowledge required for dealing would surpass the capacity of the most qualified man. It was organized to solve this puzzle: because of widespread lack of assistance, a merchant was able to enlist the aid of an expert or specialist whenever he undertook to buy or to sell a commodity with which he was not familiar. He had to diversify his activities and to take orders from many different categories of customers in order to spread the risk and to meet the fluctuation of the market. The difficulties caused by the lack of quick communication and other circumstances contributed to the need to diversify. These matters will occupy some of the following sections.

Extreme diversification was by no means the only form of the same business. It seems that the term *tājir*, which we already have designated for a big merchant, was reserved for those unusually versatile men who dealt in a great variety of goods. For we find the term side by side with those of specialists, as when a business respondent of Nahray, writing to him from Jerusalem, describes how he took pains to "sell" the latter's Sicilian quarter dinars: "I left him, wool merchant or clothier to whom I did not offer them." <sup>19</sup> "I left him names (such as *al-nīl*, "the indigo merchant") and family names as *ʿIbn al-tammār*, "the son of the date merchant") derived from the branches of commerce, as well as the high degree of specialization expressed in them, indicate that concentration on a limited line of business must have been very common. Such names are particularly present in the domains of agricultural products of the Mediterranean.

Oriental imports, dyestuffs, and of luxury goods, but are found in practically every field. A few examples suffice to illustrate: (a) dyestuffs of acorns, fennel, galnuts, lupines, sesame, or seeds in general; (b) dealers in ambergris, camphor, odoriferous wood, lacquer, mace, or musk; (c) sellers of antimony, henna, saffron, "paints" (*ṣabūn*), or "dyestuff" (*khudābī*, by which was meant mainly indigo); (d) merchants in gems, unperfected pearls, gold nuggets, silver ingots, and so on. Not included here are the many names referring to textiles and other industrial products because the Arabic terms do not reveal whether the person involved traded in the commodity, produced it, or both.

How far does the evidence of accounts and business letters confirm the phenomenon of specialization, so widely attested to by names? The Geniza is not an orderly archive preserving the full records of a merchant, but a shambles of fortuitous remnants, we are, of course, not in a position to answer this question with absolute certainty. We find large accounts, entirely devoted to one branch, such as articles of clothing, or banking transactions. We cannot, however, judge from this evidence that the firms from which those accounts



emanated limited their activities to the objects listed. Nahrāy Nisīm, the most versatile of all merchants known to us from Geniza, left us several documents that were exclusively bank documents, and in one account for a partner which consisted of fifty and two concerned cash, one mentioned a shipment of corals, but all rest specified pieces of clothing.<sup>21</sup> Longer business letters rarely, if ever, are confined to one item. Still, it is often evident that their writers saw one article as their main business, while all the rest represented sidelines.

The volume or excellence of the trader's prime commodity clearly the reason for his byname, which often stuck to his descendants, even when they were engaged in an entirely different business. Thus "the son of the date merchant," so frequently mentioned in Nahrāy's papers, appears in them exclusively as a dealer in cloth. "The son of the seller of odoriferous wood" and "the son of the lac merchant" are often mentioned in letters from the eleventh century but as shipowners, not as dealers in the commodities suggested by their family names. This question of diversification and specialization treated more fully in the study of the trade routes and the way carried on them.<sup>22</sup>

*Itinerant and stationary merchants.*—"During the eleventh and twelfth centuries, the European 'merchants' continued to be perennators, moving constantly about in unending pursuit of profit. Their their servants still accompanied their goods either by land or by sea. In the countries bordering the Mediterranean on the east, south, west, the situation was markedly different. The Muslim handbook commerce mentioned earlier divides merchants into hoarders, travelers and stationary shippers."<sup>23</sup> Of the three definitions used, only the second, *rakkād*, literally "runner," appears in the Geniza as a technical term but in the more limited sense of traders moving from one little town to the Egyptian Rif to another selling textiles. "I bought forty pounds of silk from 'runners' in Minyat Ziftā," writes a merchant around 1140. Seventy years or so earlier a merchant from Tinnis, the great Egyptian center, informed a business friend by letter that he was leaving for Rif for the duration of twenty days to sell silk. Numerous legal documents and letters refer to this type of business trip.<sup>24</sup>

These smaller traders of comparatively limited scope are to be differentiated from the itinerant merchants engaged in international commerce. It is the latter who provide the major portion of the business correspondence preserved in the Geniza—which is natural, since they had the need and the occasion to write letters more than others. They, too, were not all of one type, but were roughly divided into two groups. The first may appropriately be characterized as commuters; we find them moving incessantly between Tunisia, Sicily, and Egypt, or between Egypt and the far West (Morocco and Spain). Egypt and Palestine and Syria. References to their travels are abun-

as well as remarks like: "This year I shall stay put and not move" or: "It is already midsummer and you have not yet come." Their group may be called migrants. They were merchants who moved to another country and stayed there for some years, doing business with their family and friends back home. Many, as the evidence shows, settled in their new domicile, others went back and were followed by younger members of the same family or same circle of friends.

Reasons must account for the prevalence of travel in medieval times. The shortcomings and hazards of transport required that a proportion of merchandise either accompany it in person or entrust it to an agent or business friend. A captain or a sailor sometimes took care of the goods, but, as a rule, only when these were of limited volume and value.<sup>25</sup>

The most compelling reason for travel, however, was the technique of sale, the belief so often repeated in the Geniza letters, that "one cannot present sees what one who is absent cannot see."<sup>26</sup> Personal knowledge of prospective customers as well as of the products and providers of goods to be purchased was regarded as the foremost requisite of successful business. Our letters demonstrate that as a rule the veteran merchants back in Qayrawān knew every customer in Cairo who bought the goods they dispatched. And they were familiar with the localities and offices where flax, the staple grown in different places in Egypt, was bought on their account to be sent to Tunisia.

Coming and going of the itinerant merchants determined the rhythm of life—and not only in the metropolitan cities. "All people [the foreign merchants] have returned the stores [rented by them for the business season] and are leaving," writes a Tunisian sojourning in Cairo.<sup>27</sup> "The synagogue is desolate, for the Maghrebis have gone home," we read in a letter from the same city.<sup>28</sup> A businessman in Andalus reports: "Flax is being sought after this year only at the time of departure [namely of the merchants who sell it in the West] or of the arrival of the prospective purchasers."<sup>29</sup> Andalusians [meaning the arrival of the prospective purchasers] "A man, writing from Būsh (about 75 miles south of Cairo) to another in Alexandria, remarks that many caravans are committing errors in Alexandria and Būsh for the purchase of flax."<sup>30</sup> We shall come back to these peregrinators in our chapter on Travel and Seafaring, pp. 273 ff., below.

On the other hand, al-Dimashqī's division of merchants into travelers and those who stay put and send shipments with others is fully borne out by the testimony of the Geniza. The evidence it yields may be summarized as follows: the majority of the writers of business letters were itinerant merchants, but most of those to whom they were addressed were stationary. Naturally, the latter had more opportunity to dispose of their correspondence in the Geniza chamber. But the

references contained in letters and documents also prove that many of the most prominent merchants were sedentary and conducted business through correspondence and representatives.

Nahray b. Nissim, whose multilateral activities have been discussed above, traveled from Qayrawān to Old Cairo in 1045 and subsequently returned on one or more occasions to his home country. Moreover, he visited Jerusalem several times, as well as the major towns of Syria and Lebanon. He frequented the flax-growing centers in Egypt, where he befriended the Muslim and Jewish local authorities. The great majority of letters addressed to him was sent to Old Cairo, however, and the contents of his correspondence also reveal that during most of his life he lived in that town.

During the first quarter of the eleventh century, a great merchant called Joseph Ibn 'Awkal loomed in the Geniza records as the predominant public figure. He transmitted the donations and queries from Jewish communities all over North Africa to the Jewish academies in Baghdad, and the letters, treatises, and books sent by the latter were forwarded to the communities or persons for whom they were destined. (But not before having them copied. For this reason, the Geniza contains so many fragments of these writings.) All communal, personal, and business letters addressed or referring to him assume that he always lived in Old Cairo. None of the many letters allude to meeting with him outside this city. His correspondence reveals that he dispatched from Alexandria of most voluminous and high-priced goods sent overseas was not supervised by him in person, but entrusted to agents or associates. Thus Ibn 'Awkal is a perfect example of Dimasqī's third type of merchant, the one who does not accompany his wares but lets them be handled by others.

It is also true that medium-sized wholesale business could be transacted by stationary merchants. The merchants whose role as social service officers and "trustees of the court" is described in *Mediterranean Society*, Volume II, chapter V, section B, were of lesser status than Ibn 'Awkal but still very influential in the community, and the business was many sided and geographically of a wide scope. All the same, their entire correspondence, as well as many court records, show them invariably as residents of Old Cairo.

More or less permanent residence was particularly required of the merchants who served as legal and commercial representatives of others. This most important office of the *wakīl al-tujār*, or representative of the merchants, is discussed on pages 186-192, below. The sedentary character of such a *wakīl* is here illustrated by the story of an eleventh-century merchant known to us through a remarkable series of letters and documents.

Judah b. Moses Ibn Sighmār was the scion of a great family of scholars, judges, and merchants. In the summer of 1048 he traveled from his native city of Qayrawān to Egypt. We find him also

in Egypt, Lebanon. For it was common practice for Tunisian merchants traveling to the East to visit the markets of Lebanon and Syria (and to perform the pilgrimage to Jerusalem). Ibn Sighmār, however, settled in Cairo and married into a local family, "famous in East and West," and acted as legal representative of his Tunisian countrymen, and as agent to this effect, bearing dates as widely separated from each other as 1055 and 1098, have been found. A letter from Mazara, Sicily, the longest business paper I have seen, and another from Alexandria, name him as *al-wakīl*, the representative. The letter from Alexandria is addressed to his office, and most probably also warehouse, in the city of the Leatherbootle Makers in Old Cairo.<sup>55</sup>

Ibn Sighmār must have been successful and munificent, as the honorific titles conferred on him indicate, and as is confirmed by the following statement found in a letter from Jerusalem: "In His grace God has sent Abū Zikrī [Ibn Sighmār's byname], the member of the academy, from the West, so that he should be in Misr [Old Cairo] a support for everyone coming from anywhere: from Iraq, Syria and Palestine, the West, and the countries of the Rūm [Europe], being useful to them, spending on them his fortunes, and using his high social position (*yāh*) for their best. May God preserve the wealth He has given him and increase it and let him witness the joy [i.e., the wedding] of his son."<sup>56</sup>

Letters addressed or referring to Judah Ibn Sighmār show him as active in Old Cairo, and it is characteristic that thus far not a single instance of an exchange of written communication between him and his contemporary Nahray b. Nissim has been accounted for (although he is repeatedly mentioned in the latter's correspondence). The reason is evident. During most of their lives the two men were in the same city. Once, in 1075, Ibn Sighmār visited his native city of Qayrawān, and there is one letter, sent around 1068, addressed to him while in Alexandria. But this very letter contains a passage that proves travel for him the exception rather than the rule. For it was from his home, who then was expecting her third child and whose firstborn was not enough to serve as his mother's scribe, and in her letter she says: "I cannot grasp that I should be in one city and you in another." It is also noteworthy that Ibn Sighmār had a slave who acted as his business agent overseas.<sup>57</sup>

The stationary merchants thus far discussed were all based in Old Cairo. This circumstance is not so only because the Geniza chamber was found in that city. As we shall see, Cairo during the eleventh century was the exclusive metropolis of commerce and finance in Egypt, with Alexandria trailing far behind. But there also were such merchants in Alexandria, the Geniza reveals, who, besides doing business for themselves, acted as shipping agents for others. In addition to Isaac Ḥabūrī (see p. 153, above), we know of at least four of his contemporaries whose considerable correspondence shows them to be residents of

Alexandria.<sup>38</sup> It should be noted that the contents alone, and not number of letters and references, prove that the person concerned mainly or solely active in that city. For most of the letters come from Alexandria were written by peregrinators.

*Brokers, auctioneers, and other middlemen.*—In addition to the types of merchant described, namely the retailer, the small itinerant limited scope, the commuter between one country and another (normally was active in many branches), the specialist in one commodity, and the sedentary big or medium-sized merchant (often served as representative for foreigners), we come to another group: the brokers and other middlemen.

In his delightful book *Travels in Persia*, which describes life in the country during the seventeenth century, Sir John Chardin has this to say concerning the respectable merchants: "They make no bargain themselves directly; and there is no public place of exchange in the towns; the trade is carried on by stock jobbers." The Mediterranean merchants of the High Middle Ages attended to their dealing person to a far greater extent than did their Persian colleagues of the seventeenth century, according to Sir John's testimony. Still, the roles of middlemen (and -women) were widely used. We hear much about these people in the Geniza papers, but have comparatively few documents from them themselves. This is natural, since their transactions usually were conducted directly and orally.

Throughout the centuries our sources speak of three types of middlemen, although the distinction among them is not always evident to us.

First comes the time-honored term *simṣār*, or agent, borrowed by Arabs from the Persians and going back perhaps to the ancient Sumerians. From the Arabs, the word came into Italian and German (*sensale*, *Sensal*) and into several other European languages. The Geniza and cognate sources make mention of various kinds of *simṣār*. There was the real estate broker, confining himself, as modern real estate men do, to certain neighborhoods.<sup>39</sup> In one Geniza document such person is called *al-wāṣiṭa*, literally the middleman.<sup>40</sup> A *simṣār* could specialize in textiles, having no store of his own, but receiving large quantities of goods on commission.<sup>41</sup> In a document dated February 1225, two members of an orphans' court betake themselves to "the bazaar of the clothiers" and sell there certain garments through great *simṣār*.<sup>42</sup> This seems to indicate that the latter had his fixed seat at that locality. By coincidence, another document written on the same day and dealing with the same matter has been preserved. Here, the "great *simṣār*" is simply referred to as *munāḍī*, or market crier, auctioneer, and in both documents the compensation paid to him is called *dīlālā*, or broker's fee.<sup>43</sup>

*Dallāl*, or broker, is indeed the most comprehensive designation for the group of persons with whom we are concerned here, and *dīlālā*

general word for commission, occurring innumerable times in the documents found in the Geniza.<sup>44</sup> A *dallāl* could be a wealthy person, participating with a large sum in an overseas undertaking, or a miserably poor broker earning a few dirhems a day. The term *munāḍī*, or auctioneer as we have seen, could even be applied to a big agent, but usually confined to persons who were actually engaged in hawking at market. Sometimes the locality in which such a man was active was added in his designation, such as "the crier in the bazaar of the wool merchants," "the crier in the bazaar of the Exchange (Alexandria, Egypt)," "the perfumery broker in Fustat." In most of our documents, however, *munāḍī*, as the name of a profession, is not defined more fully, while it could be said of any merchant or artisan that he "cried" (we would say "advertised") a certain commodity during a certain period.<sup>45</sup>

*Female brokers.*—As the Geniza documents show, female brokers have been of considerable economic importance. The ladies of the upper class were not allowed by their husbands to visit the markets of the clothiers, or at least to visit them as often and as long as they would have liked. Therefore, women agents frequented the harems offered there the precious textiles. In a contract dated March 23, 1231, a big tax-farmer cedes his rights on the taxes on the sale and leasing of silks with regard to a certain quarter of Old Cairo. He reserves for himself, however, the right to do business with seven women, four of whom bore out-and-out Muslim names; two of these women are mentioned together with their (female) partners. In a bill dated day-to-day account of a textile merchant and in a short note the same, there appear another eight women taking specified fabrics on credit or paying for them. Here, too, most of the names are Muslim.<sup>46</sup> We have even found a female Jewish broker dealing in Hebrew documents.<sup>47</sup>

The most frequently mentioned woman in all the Geniza records is a *dallālā*, or broker, who, to judge from her will, must have been very successful in her dealings. We tell her story in *Mediterranean Society*, volume III, chapter ix.

#### THE EMPLOYEES

It was regarded as degrading, even by the small craftsman, to be employed by someone else. For a man embracing the noble profession of merchant it was a disaster. Most characteristically for the notion of employee our sources regularly use the word *sabī*, "boy," "young man," "the elder." The idea was that only the transitory state of apprenticeship was commensurate with the respectability of a free man, the permanent dependence was deemed unbearable.<sup>48</sup>

Yet, the bigger merchants could not do without a staff. First, they needed clerks for their correspondence and accounts. This was espe-

cially necessary since letters and the accounts accompanying them often were sent in a number of copies. In one case we read about a copy of each of thirteen letters forwarded from Alexandria to Tunis via five different boats, and another case of one letter in four copies also sent from Alexandria to Tunisia.<sup>2</sup>

Merchants often wrote their correspondence in their own hand, especially when they were abroad with no clerk close by, or when a secrecy of the subject matter made the employment of help inadvisable. It was not customary to sign letters, but the handwriting of great many merchants is known to us through their signatures in legal documents, through postscripts they added to the letters of friends through introducing themselves by name, and in other ways. It is certain that larger business houses employed one or two or even three clerks, for we possess letters from them written in two to four different scripts. We have direct evidence of this. In a court record from Cairo referring to the years 1040-1041, four visitors from Tunis testified to the authenticity of various business letters, written in Arabic characters, emanating from one Ibn al-Majjānī of Qayrawān. They did so by asserting that they knew the handwriting of the clerks "who used to write the letters to the merchants Ibn al-Majjānī."<sup>3</sup>

The employment of scribes by business houses must have been a fairly permanent character. As stated, it was not customary to sign letters. The name of the sender appeared only on the address, namely its left upper corner, or was merely indicated by such phrases as "From your friend," or "From one grateful for your kindness." The recipient therefore had only one means of ascertaining the authenticity of a letter: his familiarity with the handwriting of his correspondent or the latter's clerk. In exceptional cases (presumably when a new scribe was employed) the letter itself would be written by the scribe, who was the chief of the business house would write the address. "This procedure may seem peculiar to us, but was natural in a civilization that had no proverb: 'The address of a letter is like the face of its sender.'" Sources indicate that the scribes were paid by piece. We do not know whether this was a general practice, although very likely it was.

A merchant needed help even when he had only one store or office. He was not assisted by a partner or a relative, he had an employee or slave. If he was the proprietor of several business premises, assistance was indispensable. In the contract on the conveying of rights of a tax-farmer (mentioned on p. 161) the latter stipulated that the contracting party was not entitled to sell silk to "the young man employed in his own stores. Incidentally, this stipulation shows that the employees, in addition to working for their master, were entitled to do business on their own account. This must have been the established custom as is evident from all relevant documents.

Compensation of the employee undoubtedly varied widely according

status of both sides and the nature and value of the help rendered. At the lowest level we read of a daily wage averaging 2 to 3 *denarii*. In the example given on page 96, above, it is not indicated whether the employee was engaged in manual or clerical work. In a very interesting account submitted in 1046 to an employer, the writer mentions living expenses (approximately 1-1/2 *denarii* per month), which is to imply that these were borne by the employer, for sundry expenses appear in the account as debits on the writer. But there is no indication in this, or in any other such account, of the amount of a salary.<sup>4</sup> In two almost identical letters, one to his parents and one to his sister, a young man from Qayrawān reports that he had to take service with a great Tunisian merchant in Old Cairo, and heard that he "was mean and niggardly, employing a man for his work and letting him be without work for ten." Here, too, where we might expect it, there is no clue to the amount of remuneration.<sup>5</sup> We conclude that the relationships between employer and employee were regulated through the same legal instruments as those between independent merchants, namely partnership, commands, commission, and other service, with the proviso that the employer promised to provide work, while the employee undertook to follow the instructions of his master.

The state of affairs is learned from business letters in which the correspondents appear to be engaged with each other in regular commercial relations, but in which one side gives orders to the other. Thus in a long letter sent from Qayrawān to Egypt on August 9, 1041, which also contains detailed accounts about transactions between the writer and the addressee: "I was happy to learn from your letter that you are coming this year. I allowed you to stay last year only because then you had not many goods." Later on in the letter, the writer asks the "pupil" to buy certain choice textiles in Old Cairo, a business friend of his and to give this order preference over all his other affairs. Finally, he instructs him to do some errands for his wife in Egyptian capital.<sup>6</sup> In a court record dated 1039 and dealing with a relationship (the enterprise concerned was the ritual killing of a bull), the senior partner explained that the junior was not permitted to do anything except on his command.<sup>7</sup>

The two similar letters from the young Tunisian to his parents and to his sister, in which he expressed his hesitation over accepting a post as an employee, he also made the following remark: "Moreover, I am afraid I would have to travel too much in his service and thus be cut off from you." In the Geniza it is indeed from merchants in their capacity as traveling agents that we hear most about commercial employment, and cash were entrusted to such young men whether they were Jewish employees of Jewish merchants or Muslim employees of Muslim merchants.<sup>8</sup> The great Ibn 'Awkal (cf. p. 158) had at least two such aids at the same time, one Jewish and one Muslim. In a letter

addressed to him from Alexandria, his Jewish factotum asks him for discarded robe of his for the High Holidays." This request recalls the custom of Muslim rulers of bestowing on meritorious servants robes embroidered with their own names. This ancient Oriental custom carried with it the connotation of "throwing one's mantle," conferring authority, on the person thus honored. In any case, having been the sabi of a great merchant was a distinction that stuck for lifetime. When a shipowner is called "the employee of so-and-so," it is very probable that he bore that designation long after he had become independent or even after the death of his master.<sup>11</sup>

The term *sabi*, which we have translated literally as "boy" or "young man," was perhaps understood to mean "schoolboy" or rather "pupil," since the employer was referred to as *mu'allim*, or "master," "teacher." The relationship itself was essentially that of the master initiating the pupil into business, and was actually called "education." We deal with this interesting aspect of medieval Mediterranean society in the section on vocational training (*Med. Soc.*, Vol. II, chap. vi, sec. 5).

The role of slaves as business agents was of limited importance (see above, pp. 132 ff.). Commerce, as far as recognizable through the Geniza records, was mainly based on cooperation and partnership, not on employment and service.

## B. THE WAYS OF COMMERCIAL COOPERATION

### 1. "FRIENDSHIP" AND INFORMAL "COOPERATION"

In a letter sent on March 5, 1026, from al-Ahwāz, a great textile center in southwestern Iran, to Old Cairo, the writer enumerates shipments of choice fabrics dispatched to the addressees and asks the recipients to sell them and with the proceeds to buy for him whatever they deemed advantageous. He attaches a long list of exquisite Egyptian textiles, which he requests them to acquire for him. The letter, as usual, is full of polite phrases such as "may God reward you copiously (since human beings are not able to reciprocate such great favor appropriately), or 'my money and your money are one,' or 'all profit accruing to me comes from your pocket.' Still, the tenor of the letter makes it amply clear that the services expected were not regarded as a favor, but as a duty of the writer's business correspondents. This aspect is expressly emphasized by phrases such as: "please buy . . . in return for my services to you," or: "I am no stranger to you," or, the normal conclusion of a business letter: "do not withhold from me your letters with reports about your well being and your requirements so that I may deal with them, as is my duty."<sup>12</sup>

The receivers of this letter were the three senior Tustari brothers whose probity and success attracted even the attention of Muslim historiography, which generally does not occupy itself with the me-

class. (To be sure, Abū Sa'id, a son of one of the three brothers, was the most influential man in the Fatimid empire before he was killed in 1047 [see p. 183, below].) The Tustaris, although then hailing from southern Iran, had been established in Egypt for years. Thus we see two firms (the man in al-Ahwāz also mentions his son as sender) in two very distant countries, Egypt and Iran, in business with each other in an entirely informal way: selling and buying for each other. As is proved by the majority of business letters received in the Geniza, this form of commercial cooperation was the pattern of international trade in those days.

We have observed two stationary firms exchanging services. Commercial merchants did the same. An experienced Tunisian trader gives the following account of his dealings with a young business friend sojourning in Egypt:

So-and-so [also a young Tunisian active in Egypt] sent me a letter requesting—which I intended to do anyhow—that you two should cooperate [literally: that your hand and his hand should be in your affairs and in his]. When you travel to Būṣīr [to buy flax] you take the trouble to purchase for him what he needs, while he will take care of oil and soap [which were procured in Tunisia]. When you tarry here [in Tunisia], I will look here after his affairs, while he will travel to Egypt and make purchases for you and for himself, for he is an expert in flax and other [Egyptian] goods. I shall be very pleased with this friendship between two of you. For he will take Abū Sa'id's place with you [the writer's son with whom the addressee had a similar relationship and who was on his way to Tunisia]. I need not stress this matter any further, for your success depends on it."<sup>2</sup>

The passages quoted, merchants of equal footing, whether stationary or commuting, long established or just beginning, are informally cooperating with each other. We are able to observe similar relationships between "master" and "disciple," or between a big firm and one of more limited size. In the letter of the trader to his young friend in Egypt, the Tunisian veteran imposes on his apprentice quite a lot of demands to be done for him in Egypt. On the other hand, he also gives advice, what to ship on his own account to Tunisia where he, the veteran, would take care of it. "By God, I know that working with me guarantees your prosperity. For you confide your affairs to one who will not spoil them."<sup>3</sup>

In a long and angry letter to the great Ibn 'Awkal one of his many business correspondents in Qayrawān makes a remark about their relationship. Among many other things, Ibn 'Awkal had been satisfied with the writer's handling of a shipment of brazilwood, when the latter had sold in the capital of Tunisia, instead of sending it as instructed, to Spain. The Qayrawān merchant, proudly emphasizing: "God's bounty is plentiful with me," and: "I need no special favors, for the little we have here in the West [Tunisia] is like the little that you have over there [in Egypt]" and expresses his disappoint-

ment that Ibn 'Awkal, instead of praising his initiative, scolded him for acting against instructions given to him. "I have not taken you to Brazilwood for me, nor made any profit with it. It gave me a great deal of trouble. I am working for you, because I honor you and because you help me through your high social position with the goods I ship to you on my account."<sup>4</sup>

The list of services rendered by business friends to one another according to the Geniza records is endless. First, a merchant had to deal with the shipments sent by his correspondent, namely, to accept and then sell them as profitably as possible, and then collect on the bills (which was quite a different undertaking). From the proceeds, payments often had to be made to persons specified. Then local goods had to be purchased either according to a list provided or at the discretion of the buyer. Their dispatch in good time and in seaworthy ships had to be arranged and supervised, often, owing to the lack of shipping space, a most exacting task. Sometimes, the goods had to be processed before being shipped. Flax had to be combed, unbleached textiles bleached, pearls perforated, and so on.

The same services, albeit to a lesser degree, were expected to be done for friends of business friends. A short note from such a "friend of a friend" (translated in *Mediterranean People*) illustrates. A merchant in Fez, Morocco, had done a favor for a merchant in Old Cairo. Now the friend (not named) of the Fez merchant sends, via an Alexandrian business friend, a certain commodity to the Old Cairo merchant with a request to sell it and buy for its price a specified Oriental perfume. Such farfetched reciprocity of favors was by no means exceptional. For such transactions exact accounts had to be delivered, an active and often more burdensome one on the merchants, it seems, than the operating themselves. The actions taken or recommended had to be explained and sometimes, evidently, to a critical reader.

The second largest group of services expected from a business friend was the supervision and assistance of other merchants working for the writer who were either terribly busy, had constantly to be reminded of keeping their promises, or were inexperienced beginners who had to be guided or foreigners who could not be entirely trusted. It is no exaggeration to say that every second Geniza letter sent abroad contained reports or requests with regard to the activities of other merchants connected with either the writer or the addressee.

Third, friends exchanged business intelligence: information about prices (official and real), volume of business, prospective buyers, movements of ships and caravans, and any other detail conducive to successful transactions. The preparation of such reports, scores of which have been preserved, must have required mountains of time and effort.

Last, but not least, traveling merchants were expected to carry with them goods of their business correspondents or to supervise their transactions. This was done in four different ways. Small consignments were

sent either into the big bales of the traveler or, as a smaller package, in a separate bag. In the case of complete bales confided to him, the traveler requested to "sit on them," that is, to supervise them in person, or to keep an eye on them when they were entrusted to another passenger or a captain. Precious shipments of small size, as well as cash, were sent in the traveler's *khaff*, or light baggage.<sup>5</sup>

Business cooperation frequently developed into personal friendship, and has the impression that this was regarded as natural, or even necessary condition for success. Consequently we often find in the letters the sort of request asked of a close relative or intimate friend. These little—and sometimes not so little—requests are a prelude to a source for social history, and are not confined to the world of commerce and finance.

Exchanges exchanged between business friends—a regular feature of the India trade—seem not to have been customary in the Mediterranean basin. A few exceptions, such as fifteen pounds of salted tuna fish from Tunisia to a friend in Egypt, or two jars of wine plus "a small jar worth a quarter dinar" destined for a junior business friend, are the rule.<sup>6</sup>

More often than not, informal cooperation was accompanied by one or more partnerships concluded between the correspondents, frequently with additional partners. Almost any larger accounts in the Geniza contain items such as "you personally," "I personally," "our partnership with so-and-so." Merchants appear as managers or capitalists in business contracts concluded with their correspondents.

As being so, it is natural that correspondents were sometimes asked whether certain goods or sums were sent on their friends' own account or on a partnership's account. Remarks to this effect are common, and in general such questions were treated with a certain reserve. A letter to Old Cairo from al-Mahdiyya, Tunisia, in which two occurrences are noted, reports also the following: The market for pepper in Tunisia was bad, 130 quarter dinars. The traders of the East were happy when they could get rid of their stock for 132. The writer was reluctant to sell his Egyptian correspondent's pepper at a price that was then (early eleventh century) regarded as particularly poor. He therefore kept it until the time of the sailing of autumn convoys, when he sold it to some Spanish merchants for 133 quarter dinars. On the very night preceding the departure of the convoys there arrived boats with new prospective buyers and the price rose to 140-142. The writer, a Tunisian merchant, who had retained the pepper, did not want to keep all the profit for himself. He therefore offered his correspondent that he treated all pepper handled by him in partnership so that they would share loss and profit in common.<sup>7</sup>

When we realize the variety of activities, it is not surprising that the "business with one's friends business affairs" was one of the major occupations of writers of the Geniza letters.<sup>8</sup> Naturally, things did



not always work out well, and complaints, sometimes even bitter reproaches, are not lacking. We have already encountered one of the main causes of discord: acting against the correspondent's instructions. Such instructions were sometimes very exact: "Please sell my saffron for five dinars per mann [a weight of two pounds] on two months' credit. If you do not find such a buyer, leave it until my arrival. Sometimes they left more leeway, concluding with the polite phrase, "person like you needs no instructions," or "your own opinion is preference," to which the saying "one who is present sees what one is absent cannot see" would be added (cf. above, p. 167).<sup>11</sup> Often initiative is left entirely to the correspondent. The phrase normally used in this connection is "buy for me what God puts into your heart or simply 'whatever you deem fit.'" But even given free rein, our correspondents were not sure of satisfying their friends. Our letters therefore full of assurances that the writer had made every possible effort for his friend's affairs. One writer repeats three times that he never gives preference to his own interests over those of the addressee and another mentions: "I have remained here in Alexandria [for weeks] mainly for the shipping of your goods." A third assures his business friend that he had endangered his own life and traveled to a town with which his native town was at war mainly for the sake of his friend's affairs, which he describes in great detail.<sup>12</sup> The usual complaint was unfairness in rendering accounts or in forwarding the money obtained in a sale or in the dispatch of merchandise. Occasionally, one finds more serious reproaches such as charging an expenditure made on behalf of the recipient's business on the writer's account.<sup>13</sup>

It is, however, most noteworthy that in the very same letters where the writer heaps strongly worded accusations on his business friend, he expresses the greatest eagerness to continue their cooperation. We find such a case in the angry letter addressed to Ibn 'Awkal (above, p. 169). In a letter to him by another Qayrawān merchant he is admonished to pay the writer his due (with the unusual warning "remember that life and death are in God's hand." It was bad style to die with debt on one's head). Still, the writer emphasizes: "Please honor me with the execution of your affairs in buying and selling and whatever else I may advise me to do for you, except what belongs to the elder 'Imrān. You will realize how eager I shall be in carrying out your orders and you will honor me by them."<sup>14</sup>

The phrase "except what belongs to the elder Abū 'Imrān" reveals another aspect of informal business cooperation. Abū 'Imrān (the elder Ibn al-Majjānī) was the apprentice, confidant, and main representative of Ibn 'Awkal in Qayrawān, as is known from several Qayrawān records. The Qayrawān merchant who wrote that angry letter wished to emphasize that he did not intend to encroach upon 'Imrān's prerogatives and protested the insinuation that he had asked Ibn 'Awkal to make him instead of Abū 'Imrān his main representative.

the Tunisian capital. Abū 'Imrān himself reports a case where his friend had given instructions to another merchant with regard to business in Qayrawān without consulting or informing him, with somewhat different results for both.<sup>15</sup>

Even when terminating regular business relations with a correspondent tried not to close the door altogether. In the long letter referred to on page 159, above, a Tunisian merchant living in Sicily liquidates all his partnerships and other affairs with his Egyptian representative and sends detailed accounts. It was done at the request of the addressee, "I desired it even more, for when a companionship lasts too long, one gets weary of each other." Then, after almost four thousands words of judgment: "I know, my lord, that your love of me is not marred by any uncertainty," and he gives him an order, "so that our close relationship should not be cut off entirely."<sup>16</sup>

The most common, and, so to say, official designation for informal business cooperation, was *ṣubḥa*, or companionship. Merchants of lesser rank or firm of greater reputation, and this not only in letters, but in documents.<sup>17</sup> The Tunisian merchant, whose long letter was discussed in the preceding paragraph, wrote a few years before to his Sicilian correspondent that both should have no ṣubḥa except each other, and that he would travel from Sicily to Egypt merely to renew their longstanding business association.<sup>18</sup> Friendship, *ṣaḍāqa*, was also a common term. "Cooperation" *mu'āwala*, literally "having dealings with each other," would be used in order to describe a relationship as formal, not based on a legal instrument. Other expressions, such as "mutual kindness" or "close relationship" were also used.<sup>19</sup>

The last source cited, "mutual kindness" is described as "old." One of the letters speaks of a ṣubḥa of forty years.<sup>20</sup> Such relationships did and did last for several generations.

The nature of informal business cooperation as just described is not easy to grasp. For at first sight it seemed strange that a merchant should invest so much time and work in the mere expectation that his relationship would be properly reciprocated, or, as our sources say, "he was there and I serve here," "you are in my place there, for you know well that I am your support here."<sup>21</sup> But this is exactly what happened. An *'umda*, or commission, was paid for special services rendered later in this chapter), not for the relationship with which we are concerned here. The fact remains that the Mediterranean trade, as practiced by the Cairo Geniza, was largely based, not upon cash benefits or legal guarantees, but on the human qualities of mutual trust and friendship.

#### PARTNERSHIPS AND COMMENDA

Informal business cooperation could last for a lifetime, even for several generations. Formal partnerships were of short duration in

principle and limited to specific undertakings, but this legal institution was enormously developed. It encompassed practically every economic activity: industrial, such as running a workshop, producing wine, building a house; or commercial, equally as common in the whole trade as in retail business; or connected with public administration, such as tax farming, the basis of the whole economy of the state, working in the royal mint or exchange, and occasionally even in public office such as that of judge, court clerk, or cantor.

The profusion of partnerships in the Geniza period was due to the fact that it substituted for two large fields that are today covered by other forms of contracts: employment and loans on interest. We have already studied twenty-seven contracts of industrial partnership, many of which are nothing but veiled forms of employment, and encounter similar arrangements in commerce and banking. We also saw why medieval people were so opposed to the idea of being in the service of another and preferred the dignity of cooperation.<sup>1</sup> The difficult problem of loans on interest is studied in the section on banking (pp. 250-258, below). Even a cursory examination of the Geniza material reveals that lending money for interest was not only shunned religiously, but was also of limited significance economically. The reason for this was in some measure the same as that which induced people to avoid employment: "The borrower is a slave to the lender" (Ps. 22:7). Borrowing money manifested some sort of dependence—a sort of affairs underlined by the fact that loans were often given as an act of charity. Therefore, the economic role of financial investment was then fulfilled by various forms of partnership.

Partnerships could be concluded with regard to money, goods, work, or any combination, and the most variegated of them appear in our records. There was no difference in principle among the various types. Any of them could be and was referred to loosely as partnership, *shutḥafut* in Arabic and *shutḥafut* in Hebrew.<sup>2</sup> It is practicable, though, to discern between two main types of contracts: in one, the contractors share the various services in equal or unequal shares and partake in profit and loss in proportion to their investments; and in the other, one or several partners contribute capital or goods or both, while the other or others do the work, in which case they receive a smaller share in the profit, normally one-third, but do not participate in the losses.

The first type was called *shirka*, partnership, in the strict sense of the word, or, even more commonly, *khuḍa*, literally "mixing (of the investments)." The relationship was also expressed by some figurative phrases, such as *kis waḥid*, "one purse," or *hl-wasaq*, "into the mill" or *baynand*, "between us," because, as we learn from several documents, the "mixed" money was actually put into one purse, and, we may imagine, this purse lay between the two contractors as they threw coins into it in the presence of witnesses. Such figurative expressions were already found in talmudic literature in Hebrew, but seem to be new to the legal language of the Near East in general.

The second type of contract was called *qirād*, meaning "mutual loan," lending capital and the other work until the completion of the enterprise, or *muḍāraba*, "mutual participation in an enterprise." Different schools of Muslim law prefer either one or the other, but in the Geniza records they seem to be equally frequent and not related to a specific country or period. In the queries addressed to Maimonides the terms are used interchangeably. We render these terms with *commenda*, since this medieval form of business cooperation in Europe was essentially the same as its Muslim counterpart and was perhaps derived from it. In the parlance of the Jewish courts, the commenda was called *qirād al-gōyim* "mutual loan according to Muslim law" and was sharply differentiated from the *qirād betōrat 'isqā*, "a loan in form of an 'isqā," the Jewish partnership, in which the manager received two-thirds of the profits but was also responsible for losses.<sup>3</sup> Jewish 'isqā was less common in the Geniza period than the Muslim commenda, as witness the extant contracts and an express statement to that effect in Maimonides' *Responsa*.<sup>4</sup> The 'isqā was less practicable for a merchant who invested work but no capital often did not have much to do. Consequently his responsibility for losses was of only limited

effect. A number of legal documents referring to partnerships the man who also invests capital, albeit sometimes small or merely nominal amount, receives special benefits in cash or otherwise, which are described as "compensation for his toil and work" or "for his work and since these expressions are invariably in Hebrew in the midst of Arabic text, it stands to reason that a contract according to Jewish law intended although Muslim law has similar provisions. The law provided these benefits in certain partnerships in order to encourage their use for veiled taking of interest and usury.<sup>5</sup> As we shall see, some other aspects, such as the trustworthiness of the partners and the oath incumbent on them, are also expressed in Hebrew terms. It is not always evident which law, Muslim or Jewish, governs a contract, nor which school of lawyers within one of the two was followed. We are perhaps right in assuming that local law ("the merchants' law") and the specific aims of the contractors in establishing the partnership were largely responsible for the conditions laid down in a contract. Both Muslim and Jewish laws, with a few exceptions, leave to their followers considerable freedom with regard to the legal form of their economic undertakings, and Maimonides' Code states with specific reference to partnerships that customs in a country are binding, so long as no stipulations are made to the contrary.<sup>6</sup>

The Geniza records tell us the following points had to be considered in the establishment of a partnership or a commenda:  
1. The number and status of the contractors.  
2. The object of the contract and the aims pursued with it (not evident from the definition of the object).



3. The nature and extent of the contribution of the partners (capital, goods, premises, or work, or two or more of these), and the special rights and privileges granted each partner.

4. The partners' share in profit and loss and their responsibility for the capital invested.

5. Conditions governing expenditure for the partnership and living expenses of the partners.

6. Conflict of interest, namely whether or not the partners could enter into other partnerships involving a similar object while the first lasted.

7. Whether or not the partner(s) who managed the common business was regarded as "trustworthy witnesses accepted in court" and was therefore freed from "the oath incumbent on partners" (Hebrew expressions). Normally the stronger partner imposed this exemption on the other contractors. Each partner was expected "to exert himself for the common good, to shun cheating and negligence, to be as a pious person and a gentleman, and not to put his own interest above those of his associate," but only in comparatively few contracts were such stipulations made in full.<sup>7</sup>

8. The duration of a partnership had to be defined, except in the case of specific commercial ventures, which were, however, the normal common object of an association.

9. Similarly, it was important to state when the partners would be obliged to render accounts. Normally this was done at the conclusion of the partnership, but in many cases interim accounts were stipulated promised.

10. Finally, special conditions of any kind could be included.

Normally a contract, let alone a letter referring to a partnership, does not contain all the points enumerated. Much was left to current practice or to oral agreements, and that incompleteness often led to lawsuits. Such lawsuits appear in queries submitted to legal authorities as well as in actual court records.

It has been observed that Muslim lawyers usually envisage partnerships only between two persons.<sup>8</sup> This should be viewed merely as a legal idiom. In reality, as the Geniza shows, partnerships among three, four (or more) associates were as common as those between two. They came upon contracts among four and five persons while discussing industrial cooperation. In an account written by Nahray b. Nissim, 1058, two out of five partnerships listed were among three merchants, one of whom participated with a share of only one-eighth.<sup>9</sup> In a letter to Nahray mention is made of a partnership to which two persons contributed one-third and two others each one-sixth of the capital. A query submitted to Maimonides speaks of a partnership consisting of at least three investors and one manager.<sup>10</sup> Partnerships of three or four members occur over and over, as we shall see.

The partnership situation was the same for Jews and Muslims. The

brothers in Qayrawān had a partnership with a Muslim in it. Several instances of four associates, one of whom was a Muslim, are referred to in *Mediterranean Society*, Volume II, chapter vii, where the equality of the conclusion of a partnership between the followers of the two religions is discussed.<sup>12</sup>

A commonplace objective of a partnership is that where the two partners put identical sums (200 dirhems in the example here) "into purse," "sell and buy, take and give and do business with their hands and their bodies" and share profit and loss, as well as management costs and living expenses in equal parts.<sup>14</sup> Participations in businesses with different shares are of similar frequency, while loss, and expenditure are divided in proportion to the investment. In a court record from July, 1162, one partner contributed 55 out of a total of 150 dinars and shared one-third of the profit and loss, while each partner had the right of unilateral disposition of the common money kept in a leather bag. The two were merchants engaged in the sale of silk in the Egyptian Rif, each of them traveling to a different town at a time.<sup>15</sup> A Tunisian merchant had a one-sixth interest in a deal of lacquer sent from Egypt, having a total worth of 365 dinars, and five-sixths in a shipment of indigo and sal ammoniac valued from the same country. We saw cases of this kind in the formation of partnerships consisting of more than two persons. The division of such shipments among the partners required great expertise and used to be undertaken either by the receiving party, if it had sufficient authority, or by a common business friend in the place of at least two other acquaintances serving as witnesses, or by a representative of merchants.<sup>16</sup>

When a partnership received a smaller share in the profit than the experienced members who were already established in the business. A somewhat out-of-the-way example may serve as an illustration. In January, 1061, two men, father and son, were confirmed by representatives of the Synagogue of the Palestinians in Old Cairo as partners of the dead and admitted a third partner, who was to receive only one-fourth (not, as one would expect, one-third), of all the profits and benefits accrued.<sup>17</sup>

Sometimes the reason for the seemingly unequal treatment of the partners can only be surmised. In a partnership in a store of drugs, the two contractors share the work, profit and loss, as well as living expenses, but one pays in 100 dinars and the other only 50. As the share bore the by name "the druggist," we assume that only he had a share in the store or even that the very purpose of the contract was to purchase. This surmise is corroborated by the fact that the partnership was made effective for two years, a period quoted in another query as sufficient for apprenticeship.<sup>18</sup> Another contract in a store of eggs, to which each of the two partners contributed the very considerable sum of 300 dinars, states, as expected, that profit and loss

were to be shared "equally in halves," but contains also the following stipulation: "When Mr. Amram [the other partner] is in town, he may join me in selling and buying, as it pleases him." It is not made known why Mr. Amram should receive an equal share in the profit, since he was not supposed to contribute work regularly. Evidently his *jāh*, social position, made a connection with him profitable.<sup>21</sup>

Benefiting from the prestige of one's associate is expressly mentioned as the aim of a partnership in an interesting document in which a local notable castigates two of his partners, brothers from a foreign country. He was supposed to receive half the profit and the two brothers the other half. The turnover from the store had been 4,000 dinars during fifteen months, while every month 30 dinars had been paid for "debt on the store," to whom—is not stated. The notable had received besides 10 dinars in cash, only half a dinar per week (the two brothers together got the same sum). Since he implies improper management on the brothers' part, his "sitting in the store," which was regarded as vital to the brothers' success, most probably was not very regular, that is, more often than not he did not work for the partnership. It is not excluded that the monthly debt was paid to none other than the complainant.

The prominence of imponderables and the great latitude in the concept of the objective of a partnership are well illustrated by a contract concluded between 'Ullā, one of the two trustees of the court referred to above (p. 158) and a man called Yahyā. The partners invested 1 and 120 dinars respectively. Out of the total of 270, one received for management 200, the other 70. Profits from all transactions made either side would be divided in equal shares, and the same applied to any profit made by either side with capital received from third parties on commission, in partnership, or on commenda, while losses would be borne only for goods bought with the capital belonging to the partnership. Each partner had to retribute the capital handled by him including goods perished on transport by land or on the sea. The partnership was to last for two years. It was successfully concluded, for a document referring to it is a release in which the partners absolve each other from all obligations and responsibilities which might have resulted from their former connection. As we shall see later on, 'Ullā and Yahyā continued to have close mutual business relations of a very complex nature, but with less satisfactory results.<sup>22</sup>

Partnerships, in addition to those involving cooperation with equal or proportional responsibilities, or those based on imponderables as the benefit from a partner's social position, served two vital purposes. They provided a dignified form of employment and the popular means for the investment of capital. These two objectives sometimes appear combined in one and the same relationship.

In an agreement made around 1080, a person known from documents as working in the caliphal House of Exchange invested 500 dinars in a banking business while his junior partner contributed

the shares in profit and loss at a ratio of  $\frac{1}{4}$ . He is otherwise clearly subordinate. The senior partner has full disposition of the capital and directs and supervises all actions of the junior. The latter has no right to sign promissory notes and has no say with regard to the granting of loans. The senior is exempt from the obligation of the oath of the partners. This contract is a typical example of a partnership with employment and possibly also apprenticeship as its purpose.<sup>23</sup>

A similar relationship, but without the element of apprenticeship, is mentioned in an agreement where one partner invests 600 dinars in a store of drugs and juices and the other only 20. The latter "sits in the store" and does the selling, the former does the buying. Profit and loss are shared equally, but the storekeeper receives a weekly payment of 9 dinars, while his partner "takes out" only 4. The difference is regarded as compensation for work. The investor most probably was a wholesale merchant in drugs and juices who had similar contracts with a number of storekeepers.<sup>24</sup>

The investment was intended in such connections where the conduct of the business was entirely in the hands of the manager. There was no direct participation in this respect between investments in a store or in a specific venture, such as the purchase, transport, and sale of goods. In a document from the 11th century, a notable appearing in many documents, a Jew, Judah Ibn Asad, and other textiles worth 1,000 dinars to two partners, each of whom contributed 50 dinars. The two were to sell goods and buy others in the cities and the Rif of Egypt for the space of one year, at the end of which profits and losses would be divided between the investor, *ṣāhib al-māl*, as he is called in the document, and the two managers. In a judge's note from the summer of 1152, on "a contract of partnership" for the conduct of business in Egypt the capitalist pays in 160 dinars, the manager 10, the latter is again shared in equal parts (the note does not say anything about losses), while the agent "receives preferential treatment" consisting in the payment of half a dinar (per week, see p. 177, below). In a contract for the renewal of a partnership we see a merchant putting 80 dinars into a store for an additional year and sharing one-third of the profits or loss. With regard to these the manager was freed of the oath of the partners, but in case of damage to the capital, he had to prove in court that an act of God was involved. During the course of the year the manager could not be retrieved. If the investor wished to withdraw his share at its termination, he had to grant "a period of waiting" of two years.<sup>25</sup>

A common term in any business transaction was the *ḥuṣṣa*, usually, partnerships could fulfill a function similar in certain respects to that of a modern insurance company. In a contract made in the last third of the eleventh century, a scholar gives to his elder daughter 50 dinars and to his younger daughter 25, in order to protect them with a *trousseau* when they reached maturity. Mean-

while, the money was entrusted to a merchant in the form of partnership to which he contributed only 5 dinars. Profit was to be shared equally by the merchant and the girls, while the former had to bear  $\frac{1}{2}$  and the latter  $\frac{1}{2}$  of the losses. The capital itself was insured, being "a deposit of the court," for which the highest possible form of security had to be given. The father had no right to demand the money back or to interfere in any way in the operations of the merchant. In case anything happened to the latter, the rabbinic court, in consultation with three experienced elders and the person whose guardianship the girls would be at the time, would hand over the money to another partner. The difference between the amounts given to the two daughters cannot be explained by the Jewish law of primogeniture, which applied to males only, but certainly had its reason in the difference in the age of the two girls. It was expected that by the time the younger girl attained maturity, the merchant would have added much profit to her capital that it equaled that of her sister, who, it was supposed, would have married many years before.<sup>25</sup>

A few additional instances of the contributions of partners, the participation in profit and loss, and their responsibility for the capital invested illustrate the wide range of variations prevailing in this matter. In a partnership covering export and import between Egypt and Syria the manager provided approximately one-fourth of the investment (124- $\frac{1}{2}$  dinars out of a total of 484- $\frac{1}{2}$ ), while the capitalist contributed 360, but shared profit and loss on equal terms with his partner.<sup>26</sup> In a similar undertaking, a business trip to Syria, four partners intended to travel together. One of them, when prevented by illness from joining the company, stipulated that losses would be borne by himself and his partners in equal shares, while the partners would take  $\frac{1}{2}$  more profit, the difference being regarded as compensation for their work and their living expenses.<sup>27</sup> A merchant traveling to Sicily in the spring of 1058 received from an Egyptian business friend Oriental spices and aromatics worth 186- $\frac{5}{8}$  dinars with a view to selling them on his native island on condition that he shared one-third of profit and loss. The contract is expressly called "partnership."<sup>28</sup>

Actual contracts according to Jewish law, which give the manager two-thirds of the profit but make him responsible for losses, have been found, although they are rare.<sup>29</sup> The Muslim *commenda* is more common, in which the manager receives only one-third the profit but is responsible for losses; and there are reported instances where the losses were not borne by the manager. In one case, the investor lost almost all out of 70 dinars entrusted to an overseas trader, but was convinced by "the elders of the community" that he had no claim against the manager. In another case, a "partnership" amounting to one thousand dinars was entered into between a manager and an investor, but the losses were incurred, whereupon the manager claimed to be not a partner, but the bearer of a *commenda*, and therefore not responsible for the losses.<sup>31</sup> A middleman who brought about the connection

the capitalist and the managers could become a member of the partnership. In a query submitted to Abraham Maimonides we read of a store of drugs in which 368 dinars were invested. The capitalist received one-half the profit, while the middleman and the managers got one-sixth, the managers having an additional claim on a daily weekly remuneration.<sup>32</sup> The amount of the remuneration is not stated because it was irrelevant to the litigation that prompted the query. In other documents the sums mentioned affecting persons "sitting in the store" are low, varying from 5 dirhems per week to half a dirhem (about 18 dirhems at that time). This fact may have its source in the stipulation of Jewish law that the manager receives "the wages of an employed," which are defined as the sum a person would consent to accept in order not to have to work.<sup>33</sup> In one contract, the partners received their wheat and wine in addition to half a dinar per week.<sup>34</sup> In another, only the investor (of 200 dinars) receives wheat, wine, and living expenses except those on his house and school fees for his

business ventures of limited scope, the manager received his living expenses in addition to the expenditure on transport, customs, and "out of the midst" (the partnership). This was common Muslim as well as a practice reflected in the Geniza records.<sup>35</sup> In an account written in 1047, the living expenses (the Muslim term *malaga*) amounted to 22- $\frac{1}{2}$  dinars for 14 months, that is, somewhat less than a dinar per week (more exactly, 0.381 dinar).<sup>37</sup>

There were also partnership agreements where the manager received only the profit but bore the expenses himself. This usage explains why we find in one court record the investor claiming that the expenses should be borne by the manager, while the latter declared that they should be on the account of the partnership. In another legal document it is first stipulated that the transport of the goods was on the account of the traveler, and was later on changed to the condition "all expenses on the account of the manager." Both records concerned the transport of corals, the first from the West to Egypt in 1085, the second from Egypt to Jeddah, the port of Mecca, in 1036.<sup>38</sup>

In one case we saw the managing partner indemnified by receiving  $\frac{1}{2}$  of the profit, while losses were divided equally. Another document refers to a similar arrangement granting the merchant doing the selling a preferential share of  $\frac{1}{6}$ . We also had an agreement in the opposite direction, namely with the profit shared equally, with the manager bearing the loss.<sup>39</sup>

It was customary for a merchant to engage in a number of partnerships, even in the same commodity, or for him to take that commodity as one business friend on commission and from another on partnership. We read about such connections with others even in letters to prominent merchants.<sup>40</sup> There were imitations in this matter from abroad. A Tunisian merchant writes to the husband and son of his

sister in Egypt: "All I bought this year is in partnership with you, did not send anything to anyone else."<sup>41</sup> In an unfortunately mutilated document of the dissolution of a partnership the manager permitted in the future to trade with others in the merchandise concerned. By contrast, in a tripartite contract a partner undertakes under heavy oath and under a penalty of 10 dinars, not to do business in any form in any type of silk (evidently the object of a previous partnership) or to conclude any partnership connected with that commodity. Against this, his former partners release him from claims that might result from their former business connection. Moreover, one of them now associates with him in tax-farming three Egyptian villages.<sup>42</sup>

As to the duration of partnerships, joint specific ventures lasted long as their natures—and the goodwill of the manager—warranted. The case of a partnership in ambergris transported from Tunisia to Syria and exchanged for brazilwood, which in its turn was sold with great profit to European merchants, the operation lasted ten years when the investor finally brought the manager to court.<sup>43</sup> The standard period of a partnership, even in a store, was one year, after which it was renewed, if so desired. Special circumstances could induce parties to contract for two years or for a stretch of time appropriate to the nature of the relationship, as in the case of the capital destined for the trousseau of two minor girls described above. But even there, where the provider of the capital had relinquished the right to receive it, accounts had to be submitted to him every year. In joint business undertakings that often lasted longer than one year, accounts were made every year.<sup>44</sup>

Special conditions attached to a contract of partnership are prominent in the Geniza records. "I have heard that my partner has gone to Damascus, although I have instructed him not to leave Ramla, and that all his selling and buying should be done through Sibā', representative of the merchants"—we read in an old letter.<sup>45</sup> In a contract written in 1116-1117 the two investors allow the manager to do business in the Egyptian Rif and the three seaports Damietta, Timnis, and Alexandria, but nowhere else (which probably referred to the capital, where the two were active themselves).<sup>46</sup> In an agreement made at approximately the same time, the manager undertakes to confine his sales and purchases to Aleppo and Antioch and other places in northern Syria and to sell only for cash, since these were conditions imposed on him by his two partners who provided the capital.<sup>47</sup> When a manager acted against such stipulations and something happened to the principal, he was held responsible for the whole loss.<sup>48</sup>

Sometimes it was expressly stated that the managing partners were free to act as they saw fit.<sup>49</sup> Where no such statement was made, it was taken for granted: "I have no right to raise objections against you, writes a merchant in Sicily to his partner in Egypt, "with regard

to cases made by you for our khulfa, just as you have no right to meddle against my actions here." In a previous letter, the same merchant had suggested to his friend that one-third of their common capital should "travel," that is, be invested in overseas transactions, each of the other two thirds should be used by the two partners actively for local dealings. The proceeds from the writer's own investments sent from Sicily to Egypt should be divided, half going to the khulfa, and half to the sender's own account.<sup>50</sup> It must have been a loan in both commercial and industrial partnerships that one partner granted the other a loan, which the latter wholly or partly invested in the common undertaking. We have such contracts from the eleventh, twelfth, and thirteenth centuries. In the last one, only of the 3,000 dirhems received as a loan were put into the partnership.<sup>51</sup>

The termination of a partnership was as complicated as its initiation. This example, involving a store of drugs, illustrates. One of the partners was a "druggist" and son of a "druggist," the second was the owner of a money assayer, while his own profession is not indicated. The partnership was dissolved under the following conditions:

The druggist receives from his partner 14 dinars, payable in yearly installments of 1 dinar.

He acknowledges the assessment of the value of the store, which is handed over to him.

He will pay debts on the partnership to the amount of 800 dinars. Liabilities in excess of this sum will be borne by the two partners in equal shares.

The assets of the partnership belong to the two in equal shares both will cooperate in collecting them.

Sixteen flasks (presumably of rose oil), which had not yet been sold, belonged to the druggist. Any losses with regard to this item will be borne by the two in equal shares.<sup>52</sup>

Other Geniza records referring to the dissolution of a partnership contain similar arrangements. One, concerning a bank in the Mediterranean port of Damietta, shows that a full six years after the withdrawal of two partners, who had invested 600 dinars, the accounts with each one of them had not yet been settled.<sup>53</sup>

Most court records related to these matters are, however, mere releases, that is, statements to the effect that the parties concerned had no claim against one another. Such releases, as explained in our Introduction (p. 11, above), are full of legal verbiage but contain little subject matter. Clearly, the settlement was made out of court, or before Muslim notaries. Express references to the latter are found in such documents of release with regard to partnerships. This is to be expected. Since the most common form of legally valid business cooperation was the Muslim commenda, it is only natural that such contracts should be made before a Muslim authority.<sup>54</sup>



nerships contracted for specific business ventures. The brothers divided their work among themselves in such a way that one or two, but always the same ones, stayed in Egypt for several years, while others were active at their base in Qayrawān and other places Tunisia or in Spain. In a most detailed rendering of accounts for year 1024, which was submitted to one of the two brothers then in Egypt, the assets of each of the latter are kept asunder, while the belongings to those remaining in Tunisia are lumped together under the heading "for your brothers."<sup>11</sup>

At times it is not evident in the Geniza records whether partnerships between brothers or between a father and a son were of a transient or of a more permanent character. Such partnerships came before court usually after the death of a participant, when the heirs had to satisfy or settlements made with third parties.<sup>12</sup> Partnerships between close relatives, as among the third generation Ṭābertis, were definitely limited to specific undertakings and sometimes outsiders were involved in them too.<sup>13</sup> In general, it is not evident from our sources how father and son or brothers cooperated in the trade between the eastern and western parts of the Mediterranean. We observe them in business at both ends of the trade route, but the arrangement is not revealed.<sup>14</sup>

In retail stores and workshops it was perhaps common that brothers and even cousins worked and lived together without formal arrangements. Usually we hear about such cases only when something went wrong.<sup>15</sup> But close relatives were known to conclude formal partnerships even though it concerned small business. An example for a workshop was provided above (p. 89). The following agreement dated 1181, is particularly illustrative. Two brothers conclude a partnership in a store for a certain period (which is not preserved) with equal shares in profit and loss. They will live together and eat at a table, all the common cost for food to be borne by the store. In addition, each receives 1 dirhem per day. If one brother (it seems to imply the younger one, a bachelor) does not want to partake in his brother's food, he will receive 2 dirhems per day for living expenses the other's 4. The preferential treatment of one brother very likely meant that he was the master and the other the apprentice.<sup>16</sup>

At the root of the family partnership in those days was the mutual responsibility in which parents and children and brothers and sisters were held by both state and society. We have ample opportunity to study this practice with regard to the payment of the poll tax. The situation was similar in the world of commerce. When a man became bankrupt in Old Cairo, his father, a high community official, had to get him into hiding.<sup>17</sup> Once a wine merchant traveled to Aden in South Arabia after having sold bad wine. His father was brought to court, but could not be convicted because, according to strict law, a father was not responsible for his son's debts. But "righteous elders" intervened, and the old man paid the entire sum demanded by his son's customers.<sup>18</sup> Co-

ally, we find a member of a prominent Damascene family and business firm granting a release to a former partner's sister, confirming that he was not responsible for any liabilities resulting from his connections with her brother.<sup>19</sup> Even more impressive is a magnificently written deed of March 30, 1052, containing this testimony: when, shortly after the murder of the "vizier" Abū Sa'd, his brother Abū Naṣr was also killed, claims against the latter were automatically transferred to Abū Sa'd, a remaining third brother.<sup>20</sup>

Joint responsibility was the basis of family partnership, but one did not automatically lead to the other. The general impression conveyed by the Geniza records is that the members of a family usually worked separately, but preferred to keep their accounts separate. *Taḥābabū taḥābabū*, "love each other, but make accounts with each other" is a principle recommended in a saying used all over the Arab world. While the existence of big family business is well attested in the Geniza, especially for the eleventh century, the complete and long-range pooling of resources, as we have found in the document of September, 1112, has not been the exception rather than the rule.

vigilant eye of the government. "None of our friends are prepared to carry things overland; however, I learn that consignments sent on the Nile are not desirable." This statement is the more remarkable, as it was made to explain why the writer was unable to dispatch from Alexandria to Old Cairo a present consisting of such innocent things as stachios and cheese.<sup>45</sup> A man writing from Timis in Lower Egypt states: "I arrived here riding on a donkey; for I am carrying *silver* with me and thought, therefore, that riding overland was preferable." In the otherwise completely Arabic text, the word "*silver*" is written in *Aramaic*, no doubt as a matter of precaution; it is likely that for silver brought into Alexandria—where the traveler concerned was proceeding—some tax was levied, just as was the case with gold, as we know from another Geniza paper. For this reason, it was perhaps advisable not to arrive in that town by boat, but on a donkey, as anyone coming from the immediate environment of the town would do.<sup>46</sup> It may be, of course, that these and similar remarks to the same effect may have had other motivation than those assumed here.

Because of the close connection between seafaring and river traffic in those days, the organization and cost of transport on the Nile is discussed together with similar aspects of travel on the high seas.

#### SEAFARING: ITS ECONOMIC IMPORTANCE

The only news to be reported to your excellency is the arrival of two Venetian ships with timber. However, I have not yet checked this matter, for people, as you know, sometimes exaggerate and sometimes understate. Others say that the Venetians have cancelled their passage altogether and that only an empty ship carrying an ambassador will arrive from them; others, again, deny this. In short, I am writing these lines before having had the opportunity to meet the competent persons. A ship arrived from Trapani [which is situated] on the tip of the island of Sicily—the same in which the proselyte Jew arrived a few days ago; however, I have not yet spoken to any of its passengers. As soon as I shall have exact details, I shall let your excellency know.<sup>1</sup>

Among the ships which arrived recently was one from Marseilles, in which an agent of the young R. Ephraim, who was here last year, had traveled. He brought queries from a distant country, addressed to our master Moses [Maimonides]—may his glory be enhanced—requesting his legal opinion about them. I hired a special messenger for the conveyance of these letters and ask your high excellency to deliver them.<sup>2</sup>

All the ships going to Spain, al-Mahdiyya, Tripoli [Libya], Sicily, and Byzantium have departed and have encountered a propitious wind. However, the ship of the ruler of al-Mahdiyya [which was on its way eastward to Palestine] has not yet moved. Our master Judah ha-Levi [the famous poet] boarded it four days ago, but the wind is not favorable for them. May God grant them safety.<sup>3</sup>



A day after the completion of this letter, a barge arrived from Alexandria which had been on its way for sixty-five days. Muslim merchants, who had traveled in it, told that they had left two ships behind them in that port which were about to set sail for Almeria. The newcomers had not met any ships on their way which had set out from Spain, nor had they any information about them.<sup>4</sup>

The first three passages translated above are found in letters from Alexandria; the first two were sent around 1200 to a representative of merchants of Old Cairo; the third was written on May 11, 1141, and addressed to a prominent person in the same city. The fourth quotation is from a letter which went from Spain to Morocco a few years before the date of the preceding letter. Similar passages, often far more detailed and technical, containing the names of the boats concerned and exact accounts about their movements, are found in many Geniza records, as will be seen presently.

The reason for this interest in sea traffic is easily understood: the local market and the prices of goods for import and export were entirely dependent on it. It was these ships that brought wares from abroad and carried the prospective buyers of goods produced locally or destined for reexport. A letter written in al-Mahdiyya on August 9, 1048, is very revealing in this respect. Two groups of three and six barges, respectively, had already arrived from Egypt, also "the boat of Ibn al-Iskandar," but "the ships," the main convoys, were still on the high seas. Therefore the writer felt himself unable to judge how the local market would behave, and to advise his correspondent in Old Cairo what to buy in that city.<sup>5</sup> Sometimes, one ship could change the whole situation. In a report from Mazara on the southwestern tip of Sicily, a major distribution center of the Mediterranean trade during the eleventh century, we read: "I was happy to have sold those four bales of flax, since the ship of the Binzeri [family name, derived from Bizerta in Tunisia] arrived and the prices fell. . . . What I had sold for 30 quarter dinars is now worth only 26-7." In the same letter the writer states that after the termination of the seafaring season, the prices for lead rose—obviously because no additional supply was to be expected.<sup>6</sup> On the other hand, in a letter from the same port we learn that a hundred pounds of lead cost 8 quarter dinars during the winter, but 14 after the arrival of the ships—with prospective buyers, of course. In nearby Palermo, Egyptian flax fetched 70 quarter dinars in winter, but only 40 at the end of the summer. In the writer's hometown, Sfax, a port in southern Tunisia, the same commodity cost 10 dinars during winter, when all the merchants invested their capital in olive oil, Tunisia's main export article. Then in May it reached the high price of 15-19 dinars, varying according to the quality traded, but went down to 8 "after the arrival of the ships."<sup>7</sup> When soap in al-Mahdiyya was so expensive "that only the government was able to buy it" (cf. p. 267, above), its price was reduced from 2-1/2 to 1-7/8 dinars per

qinâr "after the sailing of the ships."<sup>8</sup> The unexpected coming of overseas visitors made for "prices like Hell" (namely, for prospective buyers), while sales in the time "before the arrival of the ships" were a blessed transaction.<sup>9</sup> In a letter referring to Fustat the writer says that he had given instructions to put his goods, Tunisian textiles, on the market only after "the people," which means the Tunisian merchants, "had gone down," that is, traveled home to their native country.<sup>10</sup>

The arrival of a single ship was able to make a stir even in a port the size of Alexandria, while an uncommonly quiet season in sea traffic put the whole local market out of gear. This is well brought out by the following passage from a letter from Alexandria, which was written around 1100. To appreciate its significance, one has to bear in mind that during the whole of the eleventh century Spanish silk was the type most commonly traded on the Egyptian market.

As to silk: when the Spanish ship arrived, all business was at a standstill; no one bought or sold. Afterwards, small quantities were traded at the price of 21-22 [dinars] per 10 [pounds]; a reasonable price, see p. 222]. Later on, when no other ships came, there was a demand for silk, but those who had it held back from selling; for during 33 days only one ship came and went; people became very much upset and confused, for there are only 23 days left until the Feast of the Cross [the term for the convoys to sail back to the West], but not a single ship has arrived from the West [i.e., Tunisia] and no news about ships has come through; in addition, the winds are unfavorable, they are neither east nor west winds. This very day people have offered 23 dinars for [10 pounds of] coarse silk, but no one wanted to sell. Everyone is refraining from selling until the situation clears up.

The same letter complains that no corals had arrived in Alexandria, either from Rûm—which here designates Italy and its islands—or from the West.<sup>11</sup> Another letter from Alexandria describes a similar situation, albeit providing a different explanation. "The boat arriving from the West has not brought a single merchant, goods or a letter. We were told that the people [which means the merchants] are planning to spend the winter in the West because of the bad prices. Should there be any news about the West and the arrival of people from there I shall write again."<sup>12</sup>

When a convoy of foreign ships reached a harbor, some local merchants would try to monopolize all the imports and thus drive up the prices—a practice against which the ancient Muslim lawbooks were already fulminating, namely with regard to incoming caravans. "Meeting the caravans prior to their entrance to a city" was illegal. A late letter from Alexandria contains the following report: "Six Venetian ships have arrived with a great mass of precious goods. However, our coreligionists monopolized everything that came in them, thus pro-



viding exorbitant profits for the Rûm [the Venetians] and doing pernicious things never experienced before in the customs house."<sup>12</sup>

Besides being carriers of passengers and goods, ships were substantial in the transmittance of mail. It is safe to say that at least half, if not the majority, of the Geniza letters from North Africa and Spain which we now hold in our hands were brought to Egypt in ships by friends of the writers and not overland by professional couriers. This fact is brought home by the many references to letters sent "in the ships" or entrusted to persons mentioned as embarking. A considerable number of letters bear express remarks to the effect that they were carried as a favor and not for payment. In addition to the phrase "deliver, and you will receive reward [from God]" (quoted p. 29, above), which is also found on overseas letters, including those written by persons from Spain,<sup>14</sup> one used the formula "given as a trust, expressed in both Arabic and Hebrew (the latter based on Isa. 25:1). Sometimes, for instance, in a letter going from Alexandria to Palermo this was expanded to "deliver your trust and you will gain safety," the implication being that the traveler will be protected by God and his passage in reward of his pious work of unselfishly doing a service for others.<sup>15</sup>

Reference has been made before to the custom of sending several copies of a letter with friends traveling in different ships. Official and business correspondence was simply copied, as is proved by extant duplicates and triplicates.<sup>17</sup> Preserved examples of personal messages show us that a man would write almost identical letters to various members of his family, such as his parents and a sister, or a widow, mother and his brothers, and if he happened to live in an island city would ask a friend to send, if possible, one letter in one ship and the second in another.<sup>18</sup> We find also that two copies were entrusted to one business friend traveling from the West to Egypt, one to be forwarded from Alexandria and one to be retained by the carrier. As we remember, the way between Alexandria and Cairo was by no means safe at all times.<sup>19</sup> Jewish merchants from overseas who had no acquaintances in Alexandria entrusted their letters to a Jewish postal agency which took care of their forwarding. During the second half of the eleventh century such an agency was operated by Ibrahim Farâh (Ibn al-) Iskandarâni. His name is provided here in order to save others the trouble of deciphering it, for his note: "forwarded by Ibrahim etc." is frequently found on letters dispatched originally from Sicily or Tunisia, and many letters written by him have also been preserved, but his handwriting is outrageous.<sup>20</sup>

Before setting out from Egypt to Spain a relative of Nahray Nissim writes to him: "I am planning to travel to Spain this year. Please do not leave me without letters at any time."<sup>21</sup> This well implies that Nahray would make use of the services both of the overland couriers, namely during the winter when the sea was closed, and

of business friends commuting between Alexandria and Almeria or Denia. It was this combination between the professional overland mail and the opportunities provided by a lively maritime traffic which safeguarded steady communication between the Islamic countries of the Mediterranean area.

## 9. PIRACY, WAR, AND OTHER MAN-MADE DANGERS

Even more than the whims of nature, the greed and cruelty of men formed a constant menace to the medieval seafarer. First and foremost was piracy. Much material from the Geniza about this subject has already been published, especially letters in the Hebrew language entirely devoted to it; much more, however, in particular the many short but precise and precious references in Arabic letters, still await publication.<sup>1</sup>

On the one hand, piracy was part and parcel of the Holy War against Christendom. For this reason, we read so much about captives from Rûm brought to Alexandria or Ramle, Palestine, or other places, where they were ransomed, or, contrariwise, about Muslim merchantmen attacked by Italian or other European freebooters and Jewish captives from Egypt ransomed in Constantinople. On the other hand, by the eleventh century, Muslim pirates had taken advantage of the various schisms that divided the Islamic world, and, in the end, Muslim shipping itself became their easy prey. Eastern Libya, the land between Barga and Tobruk, seems to have become their base, just as Barbary, western North Africa, played a similar role in later centuries. It is perhaps for this reason that the "passing out" into the open sea of ships heading for the West is reported with so much relief in many a Geniza letter (see p. 319, above). "Those muslim pirate freebooters, who had been the advance guard of Muslim naval strength,"<sup>2</sup> became the scourge of their own people. It seems that the Fatimid rulers of Egypt used the pirates of Barga for chastising the Sunni West in the same way in which they employed the Bedouin hordes of the Hilâl and Sulaym, namely, to destroy a country whose prosperity was a thorn in their sides. Jabbāra, the amir of Barga, could openly receive payments from his victims in Gizeh, a suburb of Cairo, as we read in this passage from a letter from Fustat:

The merchants who had gone to Barga have arrived here, stripped of everything. They had to leave their bundles behind until they would pay money here in Old Cairo. On the very day of their arrival, they collected one-thousand and three-hundred dinars, which they paid in Gizeh to Jabbāra's representative. The latter is about to return to Diyār (or Abyār) Qays, where he will fetch their bundles and transport them to Gizeh. [Notice that the writer was unable to find out whether the addressee's or his own consignments were among the merchandise brought to Diyār Qays.] I learned that Jabbāra emptied the ship [i.e., the heavy cargo that was not brought to Diyār Qays], put everything into his own boat and sailed for Alexandria. I hope this will be the case. When it arrives, kindly be present during the unloading; if our consignments are in the boat, ransom them with any sum possible.<sup>3</sup>

Together with Jabbara, the amir of Barqa, his father Mukhtār, and his relative Yabqā, as well as a number of other "Arabs," that is, pirates of Bedouin origin, appear in the Geniza records of the early part of the eleventh century. In documents dated 1027, 1028, 1031, and others coming from the same period, they were active in raiding Byzantine ships. From the numbers of Jews brought to Alexandria on such occasions—eighteen, twelve, "many," respectively, one may conclude how large the number of Christians thus affected must have been. Later on, we hear only about Jabbara's attacks on Tunisian merchantmen. This might be mere chance. It stands to reason, however, that the crushing victories of the Byzantine navy over the Muslims of Sicily and Africa in the thirties and forties of the eleventh century discouraged the Barqan pirates, while the Fatimids gave them new objectives for their raids. In 1051–1052, Jabbara changed sides, burned the pulpits from which prayers had been said for his former overlord, and acknowledged the suzerainty of Mu'izz b. Bādīs, the ruler of Tunisia.<sup>4</sup> Soon we find a report in a Geniza letter showing that Jabbara laid siege to Alexandria by land and by sea (see p. 308, above).

As becomes a freebooter, Jabbara served also as a protector against other pirates, levying a heavy tribute, called *ghijāra*, on travelers at times of danger, and he also engaged in mercantile shipping, carrying goods from Barqa to Tunisia (in 1039).<sup>5</sup> The great variety of roles played by one man—protagonist of the Holy War, plunderer of Muslims, protector against other pirates, commercial skipper, Fatimid anti-Fatimid—seems very bewildering, but has its parallels in other places and times. From the bynames of other pirates, such as Mahdī, called the horse-trainer, it appears that persons from very different walks of life chose piracy as their vocation.<sup>6</sup>

While literary sources occasionally make allusions to the activities of pirates, they are almost completely silent about a subject that mattered most for the bulk of the population: the fate of the travelers affected by it. The copious reports from the Cairo Geniza fill this gap.

First of all, a person captured by a pirate lost his freedom. He was sold on the slave market, or whenever the circumstances allowed, he would be offered for ransom, as this was expected to bring a higher sum. In addition, he lost his merchandise, the goods entrusted to him, all his personal belongings, his money, even his clothes; he was literally stripped of everything. Moreover, he had to endure hunger, beatings, and all kinds of torture. These appear in most reports. The pirates may have been partly motivated by general human sadism—about which we have learned so much in our own century; however, they also had a practical aim: to induce the victim, as well as those interested in him—as a rule, his coreligionists, for his family was far away in his homeland—to get as much ransom money as possible in the shortest possible time.<sup>7</sup> In the case of women, girls, and boys, the additional threat of

violation was present. A certain protection for females and boys was provided by the prospect that a higher ransom would be obtained, if there had been no prior sexual abuse. The trick of extorting money by the threat of violation was so widespread and old that there existed a Talmudic rule that no person should be ransomed with a sum higher than usual, since such a practice would impose an unbearable burden on the community.<sup>8</sup>

Nothing is more characteristic of the relation of the medieval state to its subjects than the fact that the ransoming of captives was not undertaken by it, but left to the religious community to which the victims belonged. How this great deed of charity was organized is discussed in *A Mediterranean Society*, Volume II, chapter v.<sup>9</sup> The standard ransom money for a Muslim, Christian, and Jew alike was 33-1/3 dinars per person, that is, 100 dinars for three. This is known from literary sources and echoed in many a Geniza letter. Of course, there were exceptions to the rule. Thus we read about a woman who was ransomed for 24 dinars.<sup>10</sup> Or, a pirate would send one of his prisoners as a "present" to a Jewish notable, whereupon the latter had to reciprocate with a gift equal to one and a half of the regular ransom price.<sup>11</sup> In the case of distinguished prisoners, middlemen would buy them for a high price, in order to extort an even higher ransom from their families or coreligionists. A letter referring to such an occurrence mentions sums of 40, 50, 70, 87, and 100 gold pieces (last third of eleventh century).<sup>12</sup> In a document from Alexandria from 1180 a captive for whom 60 dinars had already been paid was not freed until the full sum of 100 dinars stipulated for his liberation was delivered.<sup>13</sup>

Merchants of different race and creed knew well that they all were in the same boat and tried therefore, where circumstances allowed, to alleviate the lot of fellow merchants who had been taken captive. A particularly interesting case is reported in a letter from Alexandria, which was published long ago, but whose real implications have not been recognized so far, because the editor mistook *mlf* (which means Amalfi, a flourishing maritime city in southern Italy) for *mlk* (king). Merchants from Amalfi—of course, Christians—brought to the Jewish community of Alexandria three captives who had been taken from a ship, robbed of everything, beaten and almost killed, by Rūm, Byzantines or Italians. The Amalfians asked the community to deal mercifully with these unhappy people, as they themselves had done, and declared that they were prepared to sell them for the same price they claimed to have paid themselves, namely, two for 18 dinars each and one for 16. The sums indicate that these captives had been sold on the slave market. At the end, they were content with two for 16 and one for 12 dinars respectively.<sup>14</sup>

When a person prominent in public life was captured, the procedure of redeeming him was of a more diplomatic nature. "I have written to the Nagid—may he live for ever—and asked him to request the com-

mander of the auspicious [i.e., royal] warship [or: the fleet] to rescue the Gaon and his children in Tripoli when he happens to anchor there." This we read in a letter to a notable who is also admonished to remind the extremely busy Head of the Jewish community (who was court physician to the ruler of Egypt) to attend to this matter. As head of the academy, the Gaon was a high religious dignitary and thus regarded as belonging to the caliph's entourage. A person of such description when captured by one of the petty rulers of the Muslim maritime cities would be fired at the request of the authorities, in particular if such a request was underlined by the presence of a warship.<sup>15</sup>

As intimated, no clear-cut distinction between piracy and war can be made in the period under discussion. Therefore, one is often at loss to decide which of the two is intended. Thus, when we read about African and Spanish merchantmen attacked by "the enemy" off the Tunisian coast, one is in doubt whether freebooters are meant or the navy of some Italian maritime town.<sup>16</sup> One Geniza letter describes how the raiders of Ibn Thumna, a Muslim condottiere in service of the Normans, while on the way to Girgeni, Sicily, attacked a Tunisian ship, taking all the textiles carried in it, but leaving the olive oil, most probably too bulky a load for ships on a military expedition.<sup>17</sup> A little later, a boat on its way from Mazara, Sicily, to Egypt, after having met "the enemy," had to take refuge in the nearby harbor of Sciaeca and had to unload there, because conditions at sea made any further voyage impossible. The letter reporting that incident and mentioning also in general "the burning of the ships" was written in 1063 or 1064; as the Norman conquest of Sicily was in full swing at that time, "the enemy" referred to probably were Normans.<sup>18</sup>

A lively description of an attack on a convoy of merchantmen is contained in the letter of an Alexandrian merchant who was on his way to Sicily. The convoy—four ships are mentioned by name—had sought shelter in a harbor, it seems for a prolonged period, for a number of passengers—the writer included—stayed overnight in town, and not, as usual, on board. Some boats had their twin rudders stuck into the ground (see above, p. 318), and no attack was expected. Suddenly, at nighttime, ten galleys appeared, each manned with a hundred warriors, some of whom disembarked. The attackers tried to pull the ships away or to set them on fire, but succeeded only in plundering one ship, which they finally had to give up, leaving it stranded on the rocks. The wind was against them and also was not strong enough to kindle the fire-brands, which were extinguished by the crews and passengers, the writer included, working in shifts. The losses listed in another part of the letter give the impression of having been incurred not only that night, but also on another occasion, perhaps a previous encounter with the enemy.<sup>19</sup>

In war, even civil war, goods belonging to the civilian population of the opponent were forfeited when captured. We read above that the

sultan of Tunisia confiscated all the merchandise belonging to the inhabitants of a town whose governor had disavowed his allegiance to him.<sup>20</sup> War had other surprises in store for the seafarer; when, in 1201, the ruler of Tripoli, Libya, was about to invade Tunisia, he forced the sailors of all the ships anchoring in his port to man his own warships, and the passengers traveling in them were stranded there for many months.<sup>21</sup> A similar occurrence is reported approximately two hundred years earlier for Alexandria, when the merchants refrained from loading because the navy had conscripted all sailors in the town for its galleys, and neither the merchants nor the skippers were sure what would happen next.<sup>22</sup>

It has already been stated that in anticipation of trouble, merchant ships made it a rule to sail in groups and not alone. Moreover, in times of particular danger they formed regular convoys, accompanied by warships. We read repeatedly in the Geniza records that the merchantmen were ready to set sail and waited only for the men-of-war to join them.<sup>23</sup> In addition, at such times, marines were stationed on the merchantmen themselves.<sup>24</sup>

What could happen to such a convoy is vividly described in two complementary letters, written in Alexandria around the middle of the eleventh century. Altogether, twenty-two ships are mentioned by name and the fate of each is recorded. In addition, the names of the business friends of the addressee, a total of twenty-five, traveling in them and what happened to each are reported. The convoy set sail in three successive groups, called "sailings" (*iqḷā'āt*), the first two consisting of eight bottoms each. The first group consisted of a qunbār and a barge of the amir, or governor, of Alexandria; three other barges, one belonging to a vizier, two khijās, one entitled "al-Rā'isa," "the Chief," owned by a lady, and a craft called markab, the general word for ship. The second group consisted of the ship of the sultan Mu'izz of Tunisia, a ship and a barge belonging to a man from Seville, Spain, and several other craft, among them one qunbār (as in the first group). These ships sailed on Monday before Pentecost (month of May), but two days later were overcome by a storm, in which the ship of the sultan and another boat perished; the writer of our letters and the addressee both had goods and friends in those ships. The convoy took refuge in two anchoring places on the North African coast, one of which, (Rā's) al-Kanā's, is frequently mentioned in our records and is still operating today as a local harbor. (The late King Faruk had a summer palace there, and since Rā's al-Kanā's means "Cape of the Churches," he renamed it Rā's al-Hikma, "Cape of Wisdom.") Only five ships belonging to the first group succeeded in passing out into the high seas; for in addition to the storm just mentioned, there was another calamity. "The enemy," certainly the Byzantine navy, "which had complete mastery over the sea," captured one boat and only because of its being busy with it did the rest of the convoy escape. The remaining ships

had to return to Alexandria, however, where the governor ordered them to be unloaded, obviously because he did not see any possibility of sending out a second convoy.<sup>25</sup> A similar occurrence, the unloading of ships ready to sail because the sea was closed on account of enemy activity, is referred to in another Geniza letter from the same time.

It was not only war and piracy that threatened the life, freedom and property of a medieval traveler on the Mediterranean. Sometimes he was not even safe from the crew of the very ship in which he traveled. A case of murder of two young merchants using a Nile boat was described above (p. 299). A letter from Alexandria, written about 1130, recounts how two Jewish notables, journeying on an Italian ship from Tunisia to Sicily, were robbed by the crew of large amounts of money and valuable consignments, as soon as they arrived on the island. Here, too, the Nagid was requested to intervene on their behalf. Such occurrences must have been frequent, as the Rhodian sea law contains detailed provisions dealing with cases of the robbery of passengers by sailors, either on command of the captain or on their own initiative.<sup>27</sup>

Despite all dangers and hardships connected with seafaring, the people represented in the Geniza letters were willing to assume the risks. "Losses on sea are made good quickly—if God will," says the writer of the report on the ill-fated convoy summarized above, adding other maxims used in similar circumstances: "May what has been lost be a ransom and atonement for what we still have" and "Seeing what others have suffered, we must be consoled."<sup>28</sup> In a letter from Tyre, Lebanon, written approximately at the same time, the writer alludes to his great losses on sea, but simultaneously expresses his thanks to God who had replaced what he had lost many times over. In accordance with the polite ways of that age, he adds that he would not have mentioned his misfortunes at all had he not known the warm interest of the addressee and would not want him to learn what had happened from others.<sup>29</sup> The equal distribution of losses among the passengers of a ship or a convoy is discussed in the concluding section of this chapter.

# 10. PACKING, SHIPPING, AND STORAGE

People mostly traveled as carriers of merchandise. Extended travel, as a rule, meant transport. This explains why the Geniza records abound in details about one almost as much as about the other. As the subject is necessarily of a more technical nature, only its main features are outlined here.

In view of the long duration of a journey, the imperfect means of transport, and the ever-present danger of damage by seawater, adequate packing was of utmost importance. Its technicalities had a great

or "payments." The translation and discussion by Claude Cahen of a Muslim handbook on administration, dealing, *inter alia*, with the customs dues in the Mediterranean ports of Egypt has opened a new era in the study of this important aspect of medieval commerce. The widely dispersed, but rich and variegated Geniza material on the subject, once properly collected, will form a living commentary on the and other literary sources.<sup>28</sup>

## 12. ON TRAVEL, IN GENERAL

"Shall I undertake this journey or not?" "Will it be successful? Will I come home safely?" The writers of the Geniza letters, like their Muslim contemporaries, tried to find answers to such questions by *istikhāra* (literally: entreating God to choose the best for them). One would never write, "I decided to make this trip," but rather, "I asked God to choose for me" (implying "and have received a favorable reply").<sup>1</sup>

The *istikhāra* could take different forms. One of the most popular was "looking into the Bible"—a form of divination common also in medieval Europe. Thus a woman from Egypt, living in "Romania" (a part of the Byzantine empire), who wanted to return to her home country, writes in a Hebrew letter: "I looked into the Torah scroll which showed me that my luck was bad and that I would not be successful; therefore, I could not come together with the bearers of this letter."<sup>2</sup>

In order to ensure one's safe return, one might also resort to outright magical procedures before embarking on a journey, and as the text telling us about them are written in scholarly hands, we can be sure that these practices were by no means confined to the lower strata of the society.<sup>3</sup> Such texts are rare, however, and, thus far, not a single reference to magical practices has been found in a letter. I take this as an indication that they were not very prominent in the minds of the travelers.

In the main, a traveler relied for his protection on the prayer of his relatives and friends—in particular, on that of his mother, another elderly woman, or a saintly person known to him. In a great many letters, the writers ask—while setting out on a journey or while abroad—to be included in the prayers of the addressee and of other persons specified. In some cases, such requests sound like an expression of reverence or even of mere politeness toward those referred to. Mostly, however, one feels that the writer lives in dread and sincerely relies on the efficacy of intercession by those loved or respected by him.

In addition to prayer, such intercession could also consist of fasting or other privations, which were regarded as sacrifices by the people remaining at home for the benefit of the members of the family who

were abroad. Thus a widow writing from Tunisia, although herself in great distress, owing to the invasion of the country by Italian pirates, informs her brother, who was in the East, that when she heard of his illness, she swore (a) not to take any food during daytime, (b) not to change her clothes, and (c) not to visit the public bathhouse, the popular place of amusement of those days. Similar declarations are made in other letters.<sup>4</sup>

Before setting out on a journey, one would also make preparations of a more practical nature. As far as business trips are concerned, we have already seen how vital letters of introduction were for anyone proceeding to a country with which he was little acquainted or altogether unfamiliar. For people traveling for other purposes, such letters were even more urgent, and quite a number of documents of this type have been preserved. First, such a letter would state the purpose of the bearer's journey, for when a person did not go abroad on business, the reason for his travel would not be self-evident. Secondly, it would explain why the bearer was in particular need of help, what kind of assistance was required, and why the receiver, more than anyone else, was the person to provide it. Thirdly, the letter would emphasize that the person recommended was really worthy of the addressee's attention. Finally, it gave assurance that any assistance given to the bearer would be regarded by the sender as if he himself had benefited by it. Sometimes such letters are worded rather strongly, ending with the formula: "I hope to receive from X [the man recommended] letters full of praise for you and specifying all that you have done for him." The smooth and stereotyped style of such letters seems to indicate that in the Middle Ages (just as in our own time) there must have been people to whom the writing of letters of recommendation was a favorite pastime.<sup>5</sup>

Another item much sought after by persons traveling to foreign countries or a hostile environment was a letter of safe-conduct. Thus we find a European traveler, who had experienced grave troubles in the Egyptian seaport Damietta, where he had been able to save himself from imprisonment only by paying heavy bribes, requesting such a letter from Abū Sa'd al-Tustarī.<sup>6</sup> Half a century later, another European, Isaac Benveniste of Narbonne, France, asks for a similar letter from al-Malik al-Aḡḡal, the viceroy of Egypt, again for passage through Damietta. The details mentioned in the request are of interest. The letter was to include permission to proceed to any country, whether Muslim or Christian, as well as strong warnings to captains and sailors not to molest the traveler.<sup>7</sup> We find even that a traveler from Old Cairo to Alexandria was concerned with his security within that turbulent Mediterranean port, and requested a letter to safeguard his person during his sojourn there.<sup>8</sup>

An indispensable part of the preparations for any journey was the choosing of a companion, *rafiq*. As a rule, one never traveled alone.

"The companion is more important than the route taken," says often quoted Arabic proverb, implying that it was worth while choosing the route in order to have the opportunity to travel together with someone pleasant, resourceful, and trustworthy. This institution the individual fellow companion is to be distinguished from the practice of joint travel in a caravan or convoy. While the latter can roughly be compared to a group brought together during a condottour, we have nothing comparable to the institution of the *rafīq*, which was necessitated by the insecurity, discomfort, and length of medieval travel. The word appears mostly in the singular, which means that two persons were connected by special bonds, although, as a result, more than two acquaintances traveled together. This connection had even legal consequences, so that when suspicion fell on a traveler, his companion would also be implicated.<sup>9</sup> The thirteenth-century Muslim writer Ibn Sa'id takes it for granted that a traveler would be imprisoned, beaten, and tortured when his *rafīq* died because the local authorities would assume that the latter had left money with him. In a report of a disaster at sea, when one was usually very exacting as to state: Mr. X and his *rafīq*, Mr. Y and his *rafīq*, he perished, because the names of the travel companions would be known to the receiver of the letter.<sup>10</sup> In a carefully drawn up list of foreigners in receipt of leaves of bread from the community, a European is called "and his fellow traveler" are noted.<sup>11</sup> Letting a friend or relative depart without a personal companion, even on a short trip, was regarded as disgrace.<sup>12</sup> Among the wishes extended to a person on a journey was the blessing: "May God grant you good companionship," which, however, had perhaps the same meaning as the farewell wish used today in Persian, namely: "May God be your fellow traveler."

Merchants traveling together in times of danger would sometimes form a loosely organized group, with one of them in command.<sup>13</sup> This, however, was not common. In a late, sixteenth-century document, read that a caravan consisting of merchants from Aleppo could not leave Damascus, because they had not yet chosen a leader.<sup>14</sup> Loss incurred in throwing overboard, shipwreck, piracy, or war would equally shared by those concerned. There was a special term for the "proportional participation in losses," used in the areas of both the Mediterranean and the Indian Ocean, which shows that the procedure was generally accepted. This equal distribution, however, did not comprise all those traveling in one caravan or a convoy, but only those traders who had formed a special syndicate of common business interests in general. It is unfortunate that the texts studied so far do not more specific about this interesting aspect of medieval travel.<sup>15</sup>

Whenever feasible, one left on the morning following the weekday of rest or a holiday. This had practical reasons: People naturally wanted to spend their free time with their families and would also want to reach their destination before the following weekend. When we

many letters are dated either on the day before or the night or day after a holiday, this also had its reason, at least partly, in the fact that companies of travelers to whom letters were entrusted, used to depart immediately after the day of rest.<sup>16</sup> Although belief in prodigious or ominous days (in particular: Tuesday, propitious, Wednesday, ominous) must have been widespread, as may be concluded from evidence of Arabic and Hebrew literature and of present-day folk-belief, no traces of such belief—at least with regard to travel—have been found thus far in the Geniza.<sup>17</sup>

Travel normally required staying overnight away from home. Caravansaries, or inns, built in such a way as to provide space for the traveler and his goods, met this need. Al-Qalqashandi, the great Egyptian antiquarian (d. 1418), states that public inns, or *madārig* (the word is derived from Greek through Aramaic and passed over on to the Italians as *fondaco*, today *fondaco*), were introduced only after the Fatimid period.<sup>18</sup> Since we hear in the Geniza about *madārig* throughout the eleventh and twelfth centuries, however, the word antiquarian must have been thinking of the large compounds serving as caravansaries, erected as pious foundations by sultans, governors, and other great people. These were indeed characteristic for the eleventh and later centuries, and at that time we also find such *madārig* among the property of religious communities.<sup>19</sup>

As to the cost of lodging, we find expenses of 1-1½ dirhems "for the *madārig*" and of 1 "for passing the night" in an account referring to the year 1045 and the town al-Mahdiyya. The former figure certainly refers to the payment for the storage of the traveler's consignment (a *madārig* to which two packages were attached) and the latter to that charged for his lodging. Exactly the same differentiation is made in an account of around 1100 from Alexandria, discussed pp. 339 ff., where, and the rate for the storage was the same: 1-1½ dirhems for a bale.<sup>20</sup>

Sometimes travelers had to stay in a *funduq* for a prolonged period. Thus in an unfortunately much-damaged letter from the very beginning of the eleventh century, the writer states that he would have to remain in the Caravansary of the Raisins for a full month (tied down to the addressee's 58 bales), since his travel companion was spending the nights elsewhere.<sup>21</sup> We find letters in the Geniza addressed to inns, just as we might give a hotel as our temporary address. One, from the beginning of the thirteenth century, in Hebrew characters was sent from Old Cairo to the caravansaray of al-Mahalli (family name derived from the town al-Mahalla)—a well-known compound, large enough even to accommodate a mosque.<sup>22</sup> Another, at least one hundred and fifty years older, is even more interesting. Its address, in Arabic characters, reads as follows: "To Sūsa [a seaport in northern Tunisia], the inn at the Msaken gate, opposite the mosque." Such specifications seem to indicate that even in a comparatively small town like



Susa there must have been several inns. It is also significant that the addressee, a prominent member of the well-known Tâineri family, stayed in a caravansarai, although a number of his close relatives are known to have lived in Susa at that time. He likely did this because he had to look after the consignments mentioned in the letter.<sup>26</sup>

It is perhaps not surprising that a funduc was also a place where one could meet, or was suspected to have met, with a woman of low reputation. The letter referring to such an incident is from Alexandria and speaks about "one of the caravansarais."<sup>27</sup> A later Muslim author defines the term prostitute by "a woman living in a funduc." As when in the newly discovered writings of a Judeo-Christian sect, Helena, the mother of emperor Constantine, is repeatedly described as a *funduqiyah*, the same meaning is intended.<sup>28</sup>

In smaller places at least, it seems, one booked in advance and paid even when the reserved accommodation was not used. At least, this I understand the following sentence in a long, but incomplete, letter speaking about a night's stay in Qalyūb, a little town near Old Cairo: "I paid him for two nights, saying to him that perhaps no one else would stop at his place."<sup>29</sup>

Needy travelers were accommodated in buildings provided by the religious communities. The rather strange incident concerning the synagogue of Caesarea, Palestine (mentioned p. 321, above) may serve as a case in point. This custom is discussed in the chapter on communal institutions.<sup>30</sup>

Distinguished visitors from overseas and better-class merchants would seek more comfortable quarters than a noisy caravansarai. Wealthy traders possessed houses in the different countries they frequented or would exchange hospitality with relatives and intimate business friends. Otherwise, it seems, people were reluctant to accept invitations for a prolonged stay with acquaintances. One preferred renting a house or an apartment for the duration of one's stay in a foreign town. Only over the Sabbaths and holidays would one accept the invitations of distinguished hosts. The social duties of a visitor from abroad were many, and one tried not to oblige oneself too heavily.<sup>31</sup>

While moving from one locality or country to another, different methods were in vogue. A merchant emigrating from southern Tunisia to Sicily—quite a distance—first bought a house in the new place and then went back to fetch his family, even though in this case it was late in the year and a war was going on in that part of the Mediterranean. Conversely, a scholar intending to leave the Egyptian countryside for Old Cairo asked a friend to rent him a place for two months, during which he would look for a permanent domicile.<sup>32</sup> In one case we read that a man emigrating overseas took with him furniture, bedding, clothing, ledgers, books, documents, and one illegible item. The details

are mentioned, as may be expected, because everything was lost at sea.<sup>33</sup>

A serious aspect of medieval travel was its long duration and consequently the protracted absence of the traveler from his home. Periods of 4, 5, and 8 years are mentioned, as far as the Mediterranean area is concerned, and Miriam, the sister of Moses Maimonides, in a letter to her illustrious brother, complains that her son had traveled away and completely disappeared "as if he had fallen into a well."<sup>34</sup> How to provide financially for his family, how to ensure that household and business would be conducted properly during his absence, how to soothe the anxiety and impatience of his wife, how to overcome his own yearning and homesickness, how to manage that his sons would get a proper education and his daughters' husbands—all these were problems that incessantly vexed a father on a journey. We hear their echo in many letters, as well as in court records and other legal documents. We shall meet with their implications and complications in the subsequent volumes of this book.

A minor tribulation for the traveler, not unfamiliar to ourselves, was the obligation to bring home presents for every member of the household. As we have seen, even the maidservant, although legally a slave, was by no means to be forgotten.<sup>35</sup> A sister admonishes her brother abroad to bring appropriate presents for his two little girls "and their mother" (i.e., his wife), lest the addressee, known from other letters as a very much occupied and difficult person, forget his duty.<sup>36</sup> The traveler's mother required particular attention.<sup>37</sup>

Upon arrival, the travelers had to undergo a number of formalities, such as the scrutiny of their papers (e.g., in case of non-Muslims, whether they had paid their poll tax). Therefore, we occasionally read that the newcomers did not disembark immediately after arrival. Thus passengers, arriving from Sicily in Alexandria on Friday, August 9, 1062, could not leave the boat until Sunday. A traveler from Spain, arriving at the same port on Sunday morning, September 8, 1140, was still on board on the evening of the same day, while a local passenger had already landed. So far nothing has been found about a medical examination of incoming passengers in a Mediterranean port, such as was usual in Aden with regard to ships coming from India.<sup>38</sup>

Coming home from an extensive voyage was an occasion for a great family celebration. Relatives and friends would come from near and far to express their "congratulations"—the same term was used as on the occasion of a wedding or a high holiday. When a friend was unable to come in person, or when a large company of business friends arrived on the same boat so that it was cumbersome to attend congratulatory ceremonies for each of them or even to write to each of them individually, adequate excuses were made, which we now read in the Geniza letters. The Hebrew benediction to be said when seeing a



friend after a long period of separation was: "Blessed be He who resurrects the dead."<sup>40</sup>

In biblical times, a traveler, after having safely returned from voyage by sea, would present an oblation of thanksgiving in the Temple of Jerusalem. Later, this offering was replaced by alms given to the poor. Collections were made among travelers after their arrival in a port.<sup>41</sup> After returning home "safe in souls and goods," they would receive letters from needy persons congratulating them and, at the same time, alluding discreetly to the writers' own tribulations, such as imprisonment because of the inability to pay the poll tax, tribulations that could be alleviated or removed by an appropriate gift.<sup>42</sup>

The last trial for a Jewish traveler coming home was the ceremony of public thanksgiving in the synagogue, and there were certain similar functions in the churches and mosques. The custom goes back to Psalm 107:23-32, verses that re-create such a ceremony in immortal words, familiar to every reader of the Bible. Jewish ritual regulated the ceremony and made it comparatively simple: the traveler, when called up to read a portion from the weekly section of the Bible, would add: "Blessed be He who bestows bounties on sinners. He has favored me with His bounties." Medieval taste for pomp was not satisfied with this, but required the addition of appropriate quotations. This is where some travelers, after having braved all the vicissitudes of their journey, got into trouble. This is exemplified in a little strip of paper bearing the following entreaty: "My father has come back from his voyage and is bound to be called up to recite the benediction 'Blessed be He who bestows bounties on sinners.' He kisses your hands and asks you kindly to select for him some appropriate Bible quotation for the occasion."<sup>43</sup>

To have traveled widely was a title of pride. No wonder that some ambitious person tried to usurp that title without having deserved it. The Geniza contains a note addressed to Maimonides asking the somewhat quaint question what to do with a man who ascended the reader's platform of a synagogue and pronounced the benediction of thanksgiving for safe return from travel by sea, but had not traveled at all. The master's answer to this query, if given at all, has not been preserved.<sup>44</sup>