

*Principals and Agents: Reconsidering the work of Geniza merchants**

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Around the year 1050, a bale of indigo arrived, wet, from Egypt, to become the object of dispute among a group of merchants from Palermo. The bale—dumped off a ship and onto the beach of Mazara in western Sicily, rather far from Palermo—was labeled on the outside with the name of Maṣṣliah b. Eliah, who was both the Jewish judge of Palermo and a merchant, but inside it contained seven discrete packages, some labeled with the name of the owner, some with the name of receiving agent, and one not labeled at all. Maṣṣliah being in Palermo, it became the responsibility of Ḥayyim b. ‘Ammār, who was already on site to deal with another wet bale of indigo from by the same unweatherly ship. He took up the task with reluctance after Maṣṣliah (who owned none of the packages and was labeled agent for two) refused to either come or have it delivered to him. Ḥayyim opened the bale in front of merchant witnesses and some sort of official, who recorded the contents.

The real trouble started later, when he got a letter from the owner of three of the packages telling him that those labeled to one agent, Isma‘īl b. Hārūn, were to be given to a different agent, Nissīm b. Shemariah. Both men arrived from Palermo to claim the same goods, and one was outraged not to receive them.¹ He was so outraged that he denounced Ḥayyim to the “inspectors,”² saying that he was undermining Muslim institutions by evading customs duties. Insults and accusations were traded in front of Muslim authorities (“the Sultān”) and fellow merchants. Ḥayyim was particularly wounded that his brothers-in-law were witness to the insults hurled at him, and, in his anger, insulted another merchant on the quality of *his* in-laws. The outcome of the dispute remains unknown.

What is perhaps most strange about this tale is that the heated quarrel revolves around goods that none of the three men concerned owned. The owners of the goods were all back in Egypt, whence Ḥayyim dispatched a letter that detailed the situation.³ Nor were any of these agents going to earn a commission or share of the profits when these goods were sold. Selling these goods, moreover, was going to be an especially onerous task, since wet indigo would require spreading, airing, sorting, and careful, selective re-packing if some of its value was to be salvaged. So merchants were struggling vociferously over the rights to do work that was personally unprofitable, had and would require more work than originally envisioned, and would in the end be worth less money to its owner. It is also worth noting the ways merchants waged this battle: they wielded letters, public argument, and the powers of government.

The unusual business system that this dispute reveals has been the object of considerable interest among economic historians. This interest stems partially from the

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temporal and geographic circumstances of the merchant community it represents, and partially from the degree to which this system seems to represent a radically different model of mercantile relations than those from which we can trace the origins of the modern economy.⁴

The troubles of Ḥayyim and his associates are found in the eleventh-century commercial records of the Jewish merchants of Fustat.⁵ This group left extensive documentation of its trading activities in the Eastern Mediterranean in the business records its members discarded in the Cairo Geniza.⁶ More than a thousand of these documents—primarily letters, but also contracts, accounts, and other ephemera—were left by hundreds of merchants over several generations, most connected to one another through business partnerships, family ties, and shared activity in the religious community. These merchants were traders in most of the goods of the Mediterranean and Indian Ocean trade, who arranged both large shipments of enormous value crossing from Egypt to Sicily and Tunisia, and smaller local purchases, manufactures and sales of goods in the Egyptian countryside. Acting in partnership or association with one another, they were able to manage multiple strands of business in international and local markets.⁷

For historians of the Mediterranean, the eleventh century is the period of the birth of the maritime Italian city-states as substantial economic and military players, most especially in relation to the Islamic world.⁸ As we have evidence of this activity only through narrative accounts of military campaigns,⁹ the records of the merchants of the Geniza, which span the entirety of the eleventh- and twelfth centuries,¹⁰ provide the best documentary evidence for the systems of Mediterranean trade and markets into which Europeans entered. In addition, they are the only substantial and coherent documentary records of long-distance trade from the medieval Islamic Mediterranean. Thus, it is largely on the basis of the interpretation of these records that scholars can attempt to determine how much of the structure of European trade was built on Islamic models (learned through the contact of European traders with the much larger and more established market centers and market systems of the Islamic world).¹¹ On the other side, some economists have looked to the difference in the organization of trade and trading relationships between the Islamic and European worlds, and the efficiency of those systems, as a way to explain the eventual dominance of Europeans and European models of organization.¹²

In drawing a distinction between Islamic and European systems of trade in the Mediterranean, economic historians have contrasted informal to formal institutions and a move from personal to impersonal business relationship. Business relations in the Islamic world are thought to either be characterized by lack of institutionalization, or institutions that have limited relationships to legal and political systems.¹³ Without such backing, business relationships and ventures remain highly personalized. Business relationships in the European context are increasingly underwritten and guaranteed by the state and state-supported legal systems, thus allowing impersonal exchanges to dominate ever larger sectors of business enterprise.

To properly consider this problem, that of the nature of business and its relationship to institutions of differing degrees of formality, requires a more thorough

examination of the ways merchants related to each other, the kinds of physical and social infrastructures that merchants had at their disposal, and the ways in which their relations were bounded by social infrastructures. To do all this is beyond the scope of this paper; here I focus on the first part of this problem, properly understanding merchant work and the relationships it entailed. I devote the first section to outlining the systems of business relationships and ways of obtaining work that prevailed within the merchant community. Then I explore the multiple ways these systems “solved” the theoretical problems economic historians have associated with long-distance trade. I conclude by asking what aspects of this system were most problematic for the merchants involved. In this way, I also question whether economic historians have modeled the right problem in their discussions.

Reconstructing the eleventh-century world of business relationships, their nature, and the institutional frameworks in which they operated is tricky work. Our evidence from the Geniza consists principally of hundreds of mercantile letters, which dwarf, both in terms of numbers of individual documents and numbers of lines of written material, all other sources. The other sources consist in a few dozen provisional accounts, handfuls of ephemera (IOUs, shipping notes, checks), and several dozen legal documents. These legal documents include contracts, powers of attorney, settlement statements, witness statements, and findings of the Rabbinic court. Unfortunately, there is very little in the nature of contemporary administrative manuals, travel narratives, or legal materials that can provide comparative or contextual evidence.¹⁴ Letters, our principal source, take the structures in which they operated for granted. We must infer and deduce these relationships and institutions from off-hand mentions, complaints and justifications from less-than-satisfactory business dealings, legal testimony, and, often most helpful, letters of advice from senior merchants to junior associate-apprentices. Where business relationships are underwritten by a formal legal agreement, a form of partnership, extant contracts can detail the nature, extent, and responsibilities contained in the business relationship.

The letters of the Geniza are a particularly rich source for documenting the range and variety of activities that required a merchant’s hand. For reasons that will be discussed below, merchants used letters not only to request both specific and general acts from other merchants, but devoted significant space to detailing their own activities. Letters thus show, in a way contracts do not, the very limited infrastructures of business on which merchants could rely, and thus the amount of merchant work that involved arranging infrastructure activities on a commodity-by-commodity basis.¹⁵

The essentials of mercantile work included: purchase of goods, and the associated negotiation over payment terms; making payments; arranging processing and manufacture of goods to ready them for market; arranging and overseeing packaging of goods; arranging and overseeing loading onto transport, and any switch of forms of transport; arranging and paying customs fees, and negotiating the movement of packages through each potential toll and customs station; accompanying goods in transit; organizing sales; selling goods both in bulk and retail; collecting payment; creating and backing credit instruments; moving specie; witnessing transactions (sales, consignment of

packages to agents, opening of compound packages¹⁶); and, for senior merchants, participating in market oversight, particularly in arranging settlements of disputes.

The work of merchants included a broad range of activities. The great majority of this work could only be done by a merchant, that is, someone recognized as trust- and credit-worthy by the business community, though a number of specific tasks could be done by specialists in related fields, and some could also be done by individuals who acted under a full merchant's aegis.¹⁷

Merchants did not understand this work as labor to be associated with a wage. In the Islamic world, the only form of wage labor was that of unequipped manual laborers, who had only their muscular strength to offer. Such labor was hired by the day, and compensated with both a wage and the food that sustained the worker. Any form of skilled or artisanal work was done on the basis of partnership contract. Though these contracts offered unequal shares of profits based on the capital and work offered by the parties, anyone doing skilled work was conceived of as a part owner paid by the profits off the investment. This absence of wage is important to bear in mind in looking at conceptions and organizations of mercantile work.

However they understood the bundle of tasks that took up their time, merchants were well aware of their incessant need for a supply of mercantile work across many locations, and expressed in their letters their own sense that their lives were dominated by busyness and occupation.¹⁸ They had four fairly distinct ways of organizing this press of work, though they often involved exactly the same set of personnel. Two forms of organization characterize most arrangements between full merchants, those that belonged to the merchant network: *partnership* and *reciprocal agency*. Thus these will require some detailed discussion. But before examining these primary forms, it is worth discussing the forms merchants used less often, commission and junior associates, so that we do not lose sight of the opportunity space in which merchants operated, and fail to consider how they weighed the value of different choices.

1. The less preferred forms: Commission and Junior Associates

In the first place, and least commonly, some tasks could be arranged purely on a commission basis. A commissioned agent or factor would be paid either a percentage on a deal, or a fixed sum for a specific task: most commonly, organizing and completing a sale, or purchasing specified goods.

Such commissioning is invoked for a limited set of tasks and persons. In certain markets, local brokers were recognized to have unique expertise or access to particular goods, and would be paid commissions in their areas. Most of these brokers were not part of the merchant group represented by the letters. In their case, getting their expertise was not available through partnership or reciprocal agency. In addition, the *wakīl al-tujjār*, representative of the merchants, would often undertake commissioned acts as part of the general services he offered to the merchant community. The *wakīls* who appear in the Geniza correspondence were usually also members of the merchant network, but in

their capacity of Agent General or agent of last resort, they undertook commissioned work in addition to deals in partnership or agency form.¹⁹

In a very few instances in the letters, two examples in a corpus of nearly 600 letters that include thousands of agency arrangements and partnerships, we find non-*wakil* merchants in the network offered commissions. In these cases, a merchant on the site of particular goods is asked to complete deal for goods in a partnership to which he is not a party. At the same time, the merchant is someone already in either a partnership or reciprocal agency relationship with the merchant making the request. These cases appear to be requests to act as a stop-gap: the merchant cannot become party to a deal that did not involve him initially, but the work required is beyond what could reasonably be expected under reciprocal agency, so a commission is offered.²⁰

A second way to acquire mercantile work is neatly tied up with bringing up the next generation of merchants. Although there is no word of any official apprenticeship among merchants, and we do not have any contracts that would attest to a formal system, a few key accounts fit together with letters between mentors and pupils and general discussions of youngsters in the corpus of correspondence to illuminate how the system worked. Sons did not inherit their fathers' business, nor did they work under their father (if they did, it was probably in their early teens). Instead, they usually became an apprentice for one of their fathers' associates.²¹ The mentor paid all his apprentice's living expenses while the apprentice performed large amounts of work as his agent.²² As a senior merchant, Nahray b. Nissīm (whose years as an apprentice are also documented) was offered the temporary services of a Palermitan associate's apprentice, one Yūsuf. As Ṣamah explained: "he will follow your instructions in each and every thing. I only wish to make things easier for you. He will be in your hands for all your business; and you will pay his living expenses. For we have to give him the maintenance²³ for his time, as is appropriate for one like him; that is, you will pay his living expenses."²⁴ A junior associate could then use his own capital (a father might start his son out with either capital or a package of goods) to begin acting as a merchant on his own behalf. Barhun b. Musa's letters to Nahray (along with other mentoring letters to other apprentices) illuminate that aspiring young merchants were encouraged to form partnerships with their peers, and their work on behalf of their mentors was mostly done in agency, not as junior partners in a commenda-style contract.²⁵

We find apprentices gathering their skills, knowledge base, and set of personal relationships by traveling on behalf of their mentor, as in the case of Yūsuf above. As they traveled, juniors received training through oversight. Letters contain many requests that merchants watch over the work of others, and in many (although not all) of these cases it is established merchants requesting that associates oversee the work of juniors. "By God, sir, I want you to be strict with my boy and keep an eye on him, supervising the sale together with him,"²⁶ Maymūn b. Khalfa asks Nahray b. Nissīm, when sending his younger brother on a trip from Palermo to Fustat. He goes on to give Nahray some details on what the brother should be doing, and asks that Nahray make up the account.²⁷ In places like Būṣīr, a market town of flax production in the Fayyum that was the site of massive seasonal investment by the merchant community, a more seasoned merchant seems to have kept an eye on the efforts of the beginners, as well as providing advice and

settling disputes. In one instance, Ibrahīm b. Faraḥ writes to his son in Faraḥ b. Ibrahīm in Būṣīr of his satisfaction that the son has company and help of Mūsā b. Abī'l-Ḥayy, an experienced and well-respected merchant.²⁸

Senior merchants would also take responsibility for reporting back to individuals and the merchant community their assessment of apprentices. In the early part of the century, Mūsā b. Ishāq b. Ḥisdā complained to Yūsuf Ibn 'Awkal, "The boy is not fit for anything and cannot do anything ... if I want him to do anything for me and say to him one word, he answers with ten. Iqbāl will tell you about him ... he will reach you and tell you some of his miserable doings."²⁹ Sometime after 1050, Barhūn b. Mūsā al-Tāhīrī included a more positive report on young 'Ayyāsh b. Ṣadaqa: "...throughout the winter I have been watching over Abū Ibrahīm in regard to the sale and purchase of cloth and other goods which he undertook. He is trying hard and is trying to please ... and always behaves well."³⁰ Hope for Abū Ibrahīm's success is expressed in another letter from the same close circle: "I am particularly happy for Abū Ibrahīm 'Ayyāsh, for this is the first year that he has had goods sent to him; may he succeed, God willing, and may God, the exalted, bestow his kindness upon him."³¹

As the junior made money and earned trust for his probity and competence, as happened in the cases of Nahray b. Nissīm and 'Ayyāsh b. Ṣadaqa, he was likely to graduate into full partnerships with his mentor, just as he was also acquiring associates, partners, and local contacts in the areas where he spent the bulk of his time doing his mentor's legwork.³² At the same time, some of these apprentices failed to become full-fledged merchants. Mūsā b. Abī'l-Ḥayy's brother is a good example of a failure. Mūsā is one of the most successful and long-lived merchants in the correspondence; Mūsā's brother and his shipments show up in some early letters, though his junior status is evident in that he is known only as "Mūsā's brother."³³ Then mentions of him in commercial correspondence cease, and we only know of his continued existence through the family letters he writes to Mūsā some twenty years later when the latter is away from his home base in Alexandria.³⁴

2. Relations between merchants: *Partnership and Reciprocal Agency*

Between established merchants, there were two main ways of associating work and goods. *Partnerships* consist essentially in capital; *reciprocal agency* essentially in persons.³⁵ In a partnership, goods are jointly owned, and all partners have capacity to make decisions regarding the good. In reciprocal agency, agents have no ownership stake in the goods they handle, nor any decision-making capacity; the obligation to work is not limited to a single venture, acts can be on a flow of goods for the duration of the relationship. These forms are thus mutually exclusive with respect to a particular set of goods, but as regards persons, most merchants had contemporaneous relations of both agency and partnership with their business associates.

Perhaps because they seem so unusual and perhaps unique to these merchants, much of the scholarly discussion of work relationships has focused on the second system,

what I term *reciprocal agency*, the relationship that governed Ḥayyim's and his associates' actions in the incident that opens the article.³⁶ To economic historians familiar with the contractual arrangements of medieval European traders, and who ascribe importance to the expansion of contract use in expanding trade,³⁷ what was most surprising in Geniza letters was to discover that much of the work exchanged among merchants was both unremunerated and not subject to a formal legal contract. In this system merchants performed jobs for one another without being paid a commission, being granted a share of the profits, or entering into one another's paid employ.³⁸ This system was first described by Goitein, who characterizes it thus: "At first sight it seemed strange that a merchant should invest so much time and work in the mere expectation that his efforts would be properly reciprocated... But this is exactly what happened... The fact remains that the Mediterranean trade, as revealed by the Cairo Geniza, was largely based, not upon cash benefits or legal guarantees, but on the human qualities of mutual trust and friendship."³⁹

Goitein and those who followed him emphasized both the informality of this system, and suggest its unbounded nature. Goitein describes the services provided as "endless" and suggests they even extended to "friends of friends."⁴⁰ Grief describes the obligation as follows: "As long as the relation was in force ... each party was bound to provide his friend with trade services." Udovitch similarly concludes, "Geniza letters are replete with ... requests from one merchant to another—requests that often required great expenditures of time and effort; and yet, these were invariably fulfilled."⁴¹

I believe a more careful reading of the evidence shows a system with greater structure and formality than has previously been described,⁴² and one whose function was the object of a great deal of organizational effort and conflict.

Although it is often described as "informal,"⁴³ Goitein also noted merchants had a specific term for this relationship, a *ṣuḥba*, literally meaning association or companionship (I will use the word association to indicate this formal relationship, and associate to describe the merchant parties). Letters reveal that this relationship was always one-to-one, and was regarded as anything but casual.⁴⁴ Arguments that arose over the existence of *ṣuḥba* could involve central questions of mercantile probity, and in some cases merchants would take unilateral oaths before witnesses to end them.⁴⁵ They are not, however, arrangements underwritten by a formal contract: the frameworks of both Islamic and Jewish law in this period forbid non-capitalized work partnerships.⁴⁶

For most business services, a merchant could only designate another merchant his agent through the existence of an association.⁴⁷ Indeed, as stressed by Udovitch, who studied the formation of mercantile ties, each merchant had to construct his own network of *aṣḥab* (associates) if he was to extend multiple activities across space.⁴⁸ We see this in a letter from a merchant of Jerusalem, Abūn b. Ṣadaqa, whose business and connections were limited, but who had a *ṣuḥba* with Nahray b. Nissīm. He laments that he cannot get another of Nahray's associates to do a job for him:

I was advised to have them reddened (quarter-dinars in his possession) and send them to Ibrahīm b. al-Talmīd, may God protect him, so that he could perhaps use them to

purchase some little goods for me. But I know that he would not do this, since I have no association (*ṣuḥba*) with him that would obligate him.⁴⁹

Designating someone an agent in the absence of association was indeed considered actionable: “I wish I knew by what right your friend appointed me his agent,” writes an incensed Yūsuf b. ‘Alī al-Kohen. “I shall return to Fustat and sue him.”⁵⁰

Merchants themselves understood the system as properly involving an equal exchange of services, as is made clear by the testimony of many letters. Nahray b. Nissīm, as an established merchant, had occasion to remind an up-and-coming ‘Ayyāsh b. Ṣadaqa, toiling in Būṣīr, how the system worked:

In your letter you also mentioned that you were good enough to stay on in order to oversee the packing of the bales. Surely you know, my friend, that the main reason I’m staying here is on behalf of your business. If all of us were to leave the city, our business in Fustat would come to a standstill since there would be no one here to take delivery of a bale of flax, no one to settle accounts and no one to do any selling. ... this is exactly why one wants associates.⁵¹ You pack for me and I pack for you and thus we both succeed.⁵²

In a letter from Būṣīr sent in a different year, ‘Ayyāsh concludes his own complaint about something unreasonable Nahray had done or requested with the words “... this world is a house of blessing and recompense. He who provides service, receives services. The server is served.”⁵³ In other cases, merchants sarcastically compare the exchange of good work for bad, as Nahray writes to another associate: “You mentioned the trouble you’re having with Ahmad, may God reward him in kind. This is the repayment for your efforts on his behalf the other time.”⁵⁴ This last comment hints both at the difficulties of this system, and the mechanisms merchants used to manage it.

Everywhere in the letters, one finds merchants requesting that associates take *particular* actions with regard to their goods (often more than a dozen in a single letter) or reporting on the work they have done for associates. These orders and reports show reciprocal agency at work. Merchants asked associates to complete specific orders as agents. Orders were for discrete tasks: it is essential to note that a merchant did not act as the full representative of another merchant in a particular city, responsible for the overall success of his many endeavors. Merchants could issue these orders directly in letters between the parties, or include third-party requests in letters. Merchants only fulfilled discrete orders, as is made clear by the specificity of requests in the letters and the varied requests regarding different goods given to different associates in the same city within the same letter.⁵⁵ In a letter to his close associate Yeshū‘ā b. Isma‘īl, for instance, Nahray b. Nissīm apologizes when he wishes to transfer such an obligation owing to the death of another of his associates:

You mentioned the situation of Abū ‘Imrān Mūsā and his nephew, which grieved us with great grief... he had a bag of ... dinars ... of mine ... I had asked him to use them to purchase for me. I had hoped in this way to ease your burden ... but now, my master, I would like you to please take the trouble to purchase with them as it your wont. If you decide to fulfill my request, write me immediately.⁵⁶

The non-generality of agency is particularly evident in another case, one in which Mūsā b. Abī'l-Ḥayy took some of Nahray b. Nissīm's indigo to the west. Nahray was one of Mūsā's closest associates. Nahray had entrusted another associate in Alexandria, 'Awad b. Hananel, with arranging to have his indigo delivered to Musallam to sell (itself indicating again segmentation of labor tasks). 'Awad writes:

Your letter arrived in which you mentioned the situation regarding the indigo and camphor. I asked Musallam, the teacher, and he said, "I am traveling to *balad al-Rūm*." He returned after some time and (instead) journeyed to Tripoli of the West.⁵⁷ I consulted with Abū'l-Ḥasan 'Allān who said that indigo was not worth very much in Tripoli of the West. The elder, Abū 'Imrān b. Bū'l-Ḥayy,⁵⁸ was kind enough to offer his services ... He did not fall short (in fulfilling his duties of friendship). If you write him a letter, you should thank him.⁵⁹

This was an unexpected kindness: it was near the end of the sailing season and Nahray would otherwise have missed the opportunity of sending his indigo to market. 'Awad's praise of Mūsā and his suggestion that Nahray write and thank Mūsā for completing what were between the two quite standard services alert us to the generally non-transferable quality of obligations. Mūsā was not required to help his close associate Nahray further his business, or to provide a service that another merchant could not.

There were also limits on how much labor one could request of any associate or be expected to do. Yūsuf b. Faraḥ al-Qābisī rebukes his nephew Faraḥ for not considering these limits in making a request, telling him "it is wrong for somebody to travel (to Fustat for us) and for me not to buy him merchandise except dirhems, without any work (on my part)."⁶⁰ We see other evidence of these limits when merchants request that an associate complete a task but propose another agent complete it if the associate cannot, or where writers apologize for requests that are clearly beyond the norm. Isma'īl b. Ishāq al-Andalusī asks Nahray b. Nissīm to receive some silk for him, for example, and then proposes, "if you have no mind to receive the silk ... then I appoint my master and Rabbi Abū Ya'qūb Ishāq b. Yūsuf al-Andalusī agent that he may receive it."⁶¹ In a letter full of work requests, Nissīm b. Khalfūn apologizes to Nahray: "I know that I am imposing on you more than you are able to do, but I rely on your friendship."⁶²

Sometimes, too, merchants receiving requests complained about work they regarded as unreasonable. In one letter, Yūsuf b. Faraḥ describes to his nephew Faraḥ the robbery that prevented his colleague Ibrahīm from accompanying some olive oil from al-Mahdiyya to Alexandria, leaving Yūsuf not only to collect the arriving oil, as he had expected, but now to sell it as well. Yūsuf concluded his narrative with the comment, "By God, my son, I really don't want to deal with anything for him, or for anyone else. But I can't deny his request."⁶³ Merchants did sometimes refuse requests from associates, or write that they have devolved tasks upon others. Ya'qūb b. Isma'īl al-Andalusī explains his refusal to deal with another Fustat-based merchant's goods: "I had asked you to tell Abū Sa'īd what you have heard from my mouth, namely that he should not send me anything. ... this year he sent me eight bales of flax. I have asked Abū'l-Faraj Marwān to accept delivery, to sell them, and to send him the price."⁶⁴ He decides this even though the preceding lines make it clear that he had done services for the Abū Sa'īd in the past and still had outstanding business with him.

If merchants sometimes devolved tasks on one another (rather than simply choosing the second associate named, as might be the case in the receipt of the silk above), that would seem at odds with the dyadic nature of the association and the general non-transferability of obligations. A fuller analysis of the system takes into account the fact that merchants owed and were owed many such services, and that many groups of merchants were fully connected by associations between every pair of members. In these cases merchants could fulfill obligations through specific sub-agency, something we see particularly in the case of junior associates.

Partnerships associate the parties with the capital investment, a fixed sum of money or sometimes a fixed object, often for a specific amount of time.⁶⁵ The legal varieties of partnership in use in the Geniza records has been studied in some detail, particularly with a view to their relationship to the theoretical discussions in Islamic and Jewish law.⁶⁶ Technicalities aside, for the functioning of business it is only more to note that there were three basic varieties of partnership in practice, regardless of the legal structure attached.⁶⁷ The first form, an investment-shares venture partnership, is usually called a *khulṭa* (mixture), referring to the mixing of monies in a single purse. In it, two or more merchants agreed to contribute capital to a venture and received a return in exact proportion to their share of investment, whether profit or loss. Such partnerships were of flexible but limited duration: they were commonly formed for a cycle of trade, which included initial capital investment, transit, sale, and return of proceeds. But the partner who sold could invest the proceeds in more goods to be shipped back rather than money, or perhaps undertake several reinvestments, leading to several cycles of the initial capital. One such partnership, begun in 1075 for shares in a piece of ambergris, lasted through 10 years of transactions before being terminated and settled in court.⁶⁸

In a second form of venture partnership, the *qirād*, the partners did not share profits in proportion to their investment, but instead the partner who managed the transactions received a larger portion of the profits than his share of investment, a form of contract comparable to the European *commenda*.⁶⁹ A deed attesting to such an arrangement gives Sasōn b. Natan 29 percent of the profits in a partnership in which he invested only 10 percent of the capital.⁷⁰ In letters, this kind of partnership is often mentioned when a merchant who had no junior associates had to try to secure labor for a major business enterprise, or one whose labor requirements were beyond what could be requested of his associates, or one that was headed to places where his associate network was weak. Salāma b. Mūsā al-Sfaqsī complains that he had to enter into such a partnership to get rid of some locally unsaleable ginger: “no one in Palermo was willing to purchase so much as a dirhem’s worth from me...I made out a contract and he went to *balad al-Rūm*⁷¹ on the basis of a partnership for half (the profit).”⁷² Merchants refer to both forms of partnership underwritten by contract as *shirka*, making it difficult, except when described as in the case above, to be certain which form is being used.

Partnership requires a legal contract; entering into one requires all parties be present. Merchants, however, sometimes wished to form partnerships for specific capital investments with absent associates. They referred to these arrangements as *mu‘āmala*, literally mutual dealing.⁷³

3. General services: services of coalition and the larger mercantile community

Merchants expected to do and receive certain services as members of a self-perceived group. Geniza merchants consistently refer to themselves as members of three distinct, sub-setting groups: occasionally as *maghāriba* (the Maghribis), quite often as *aṣḥābunā* (our associates), and very occasionally as *al-tujjār* (the merchants). Many of the merchants who appear most often in the letters were either from Ifrīqiyya themselves or had family roots in the area. In occasional letters, some of these merchants will refer to themselves as the “*maghāriba*,” the Maghribis or westerners, distinguishing themselves from other groups of traders.⁷⁴ Writing from Jerusalem, Abūn b. Ṣadaqa al-Qābisī (of Gabes, a city along the Ifrīqiyyan coast) asks to be remembered to “all *aṣḥābunā*, the *maghāriba* travelers, each one by name.”⁷⁵ When he is ill, Nahray b. Nissīm is told by an Egyptian associate of the concern of “his associates, the *maghāriba*,”⁷⁶ while a letter from Tripoli asks to be remembered to “my lords, the *maghāriba*, as a group.”⁷⁷

The *maghāriba* are a geographic sub-set of the more general group, the *aṣḥābunā*, literally our companions, our associates.⁷⁸ This is clear from the usage of Abūn above, where he uses the word *maghāriba* to add specificity to the word *aṣḥābunā*. Given its relationship to the word *ṣuḥba*, it would make sense that this term would refer to the set of persons with whom one has formal *ṣuḥba*, but in fact this important term (it occurs in more than a fifth of merchant letters) it has two slightly different meanings. It referred to the general group of Jewish traders in the Eastern Mediterranean connected in a loose network by overlapping formal associations,⁷⁹ but could also refer to the broader world of potential associates represented by Arab Jewish traders.

In addition, merchants refer to the wider world of the *al-tujjār*, “the merchants,” meaning merchants of all confessional stripes. Although some scholars have translated *aṣḥābunā* as “our co-religionists,” the more restricted meaning of “our group of associates” or “the Jewish merchant community” can be gleaned from requests to “send this letter ... perhaps with one of *aṣḥābunā* or one of the Muslim merchants (*tujjār*)” or from references to the arrival in ships of non-merchant “Jews,” a group quite distinct from *aṣḥābunā*, from distant ports.⁸⁰

The *aṣḥābunā* is the group of relevance in most cases where community services are supplied, and the nature of these services suggest the trading group was seen as the primary locus of trust, oversight, and enforcement. The most common services devolved on *aṣḥābunā* are the accompanying of goods or specie in transit. “I will send this as soon as someone from *aṣḥābunā* goes,” a merchant will promise, or “I will entrust it to one of *aṣḥābunā*.”⁸¹ Accompanying goods was required in most shipments, but it did not add much to the labor of an individual merchant to look after a package in transit, given that merchants at either end would see to the packing, loading, and receiving. Similarly, sending purses of money required a great deal of trust (merchants included the full name of the carrier in their letters), but very little effort for the merchant already traveling.

Merchants also expected *aṣḥābunā* to undertake tasks involving legal oversight and enforcement. Merchants write of *aṣḥābunā* witnessing important transactions, whether involving purchase, sale, or distribution of goods. “I took out all your goods in the presence of a number of *aṣḥābunā* and delivered them to Tammām,”⁸² Khallūf b. Mūsā tells his associate Yeshū‘ā b. Isma‘īl, with whom he is having a dispute over the proper sale and accounting for goods belonging to each of them individually but packed in a mixed bundle. In addition to these expectations of direct action, there is much evidence in the letters that merchants used the community as a general enforcer of norms through activities of reporting and gossip in the markets.⁸³

Services sometimes extended past the *aṣḥābunā* and encompassed the merchant community as a whole. We saw this above when a merchant requested a letter be sent “... perhaps with one of *aṣḥābunā* or one of the Muslim *tujjār*.” In some cases, the group of relevance is not clear. In the markets, *aṣḥābunā* witnessed disputes⁸⁴ and thus were called on to help solve them so that they did not escalate, but sometimes the writers will mention “the people” were involved.⁸⁵ In most Geniza usage, “the people” (*al-nās*) refers to the public or public opinion, but it is not clear for merchants whether such a public included their Muslim colleagues. For market knowledge and public opinion, merchants sometimes emphasize the unanimity of marketplace by stressing the shared belief of “Jews and Muslims.”⁸⁶

Surprisingly, given the scholarly interest in the “Tunisian” or “Maghribi” trading network, community services are never assigned to the group “*maghāriba*.”⁸⁷ Nor is membership in *aṣḥābunā* confined to those of Maghribi origin⁸⁸: many at the core of the network were indeed Maghribi; but many of *aṣḥābunā* were from Sicily and Egypt, and a few important clans were from Andalus and greater Syria.⁸⁹ What is more important is the degree to which trust was associated with the group, primarily *aṣḥābunā*.

4. The balance of the system: choices and benefits

Previous scholars who examined these business relations agreed that reciprocal agency was perhaps the most important form of business relationship, accounting for at least half of transactions, although they disagreed on the exact proportion of business done through reciprocal agency.⁹⁰ My analysis of letter content shows that nearly three-quarters of assignable transactions in letters involved agency, one quarter partnership.⁹¹ Mentions of commission occur in less than 25 percent of letters, and never more than once in a letter—altogether less than 2 percent of transactions. As junior associates slowly become full merchants, and dating letters is difficult, it can be hard to determine when work is done by a junior. Of the agency transactions, less than 10 percent can securely be linked to a junior associate.

The advantages of partnership for merchants lay in the full responsibility partners had to assure the success of the venture. Any partner working actively on the capital had a built-in incentive to do his best work, nor would the work he did require recompense. In addition, both merchants’ associates could be called upon if the merchandise needed to

be handled in yet another port. Partnerships, as legal documents, also had the backing of the legal system should disputes over improper handling or settling accounts arise. On the other hand, merchants in partnerships lost a great measure of decision-making power; although contracts could specify limits as to actions and give one partner greater decision-making power, in the letters it is clear that partners did not order each other to take specific actions with merchandise in shared ownership.⁹² Merchants acting in partnership, moreover, gave up some control of information: partners were not required to send accounts to one another before the end of the term of partnership, and it was considered an avowal of mistrust to request one prior.⁹³

Agency, on the other hand, gives the merchant-owner maximum control over his investments, at the cost of the loss of any natural incentive for his agent to make the best possible deal on his behalf. Merchants could be as specific or as general as they wished in the instructions they gave their agents. They could also expect and demand information and reports at each transaction stage: where bales were stowed on a ship, how much customs was paid in Cairo, the price offered for this hundredweight of pepper. By the same token, each transaction undertaken by an agent represented a debt, one that would have to be requited with agency services of one's own. As we will see below, assuring that the agent provided appropriate service, and determining how much service had been rendered, would also be part of the costs of getting work done through this system.

Junior agency avoids many of the costs of direct reciprocity. Senior merchants were not expected to provide services to their juniors by attending to their goods. Instead, juniors were encouraged to start their own enterprises by entering into active partnerships with fellow juniors, then into associations with them.⁹⁴ The services of juniors, however, were of uneven and unpredictable quality—neither their honesty nor competence was proven. Juniors required supervision—to some extent, particularly in reporting on quality, this appears to have been a group responsibility. Supervision, of course, could not assure competence. Very new juniors also required active help, as in the request for Nahray's help above, and this called on associates' services.

All three forms have an advantage over commission in that accounting, considered by merchants an onerous task in any case, never had to include costs of mercantile labor.⁹⁵ This simplified both the effort of accounting, and assessing profitability—it may also reduced merchant's use of factors to an absolute minimum, since accounting practice make the commission paid look like a waste. We might also say that merchants could have suffered efficiency losses in this practice, from lacking a systematic ability to determine whether certain ventures were worth the effort they required. But effort inputs in many cases were unpredictable, as a ship captain's decision to jettison one bale rather than another will say little about the intrinsic worth of the endeavor.

There are two patterns in the distribution of investments in goods in partnerships versus goods held individually.⁹⁶ The greatest concentration of partnerships occur for bulk commodities like flax and oil, allowing each merchant to have stake in as many shipments as possible. Merchants ideally spread their investments so that they had some

flax in every ship going to every port, maximizing geographic and temporal distribution. Flax purchase was a complex activity requiring the coordination of a great deal of labor from many merchants in different locations, but flax was also a product with almost universal demand, so that a strategy of maximum dispersion would be acceptable to many parties and not liable to lead to dispute. Yet even so, many merchants used both partnership and agency for bulk commodities. Partnerships appear in the second place for expensive, high-risk products that could only be sent to one market, meaning a sharing of risk. Agency was preferred for mid-range items—indigo, pepper, pearls, textiles, raw silk—where merchants faced a much greater set of choices about investment and marketing.

5. Merchant relations and the theoretical problems: commitment, adverse selection, moral hazard

Long-distance trade has a central conundrum to solve: a principal who employs a long-distance agent gains enormously over a merchant without an agent by being able to act in multiple markets at the same time. The advantages of distance are also its disadvantages: the agent does not work under the watchful eye of his principal, and he has his principal's capital. What is to prevent him from running off with the capital, at worst, or, somewhat less drastically, mis-reporting the details of the transaction to his advantage, or acting negligently? How does one initially choose an appropriate agent (adverse selection) and how does one assure he acts appropriately after being hired (moral hazard)?

One might look at the merchants represented in the Geniza and note the degree to which members of the merchant network are bound by multiple social ties.⁹⁷ Avner Greif's work fundamentally changed the way we analyze the workings of principal-agent relations in a situation where relations are highly personalized. Greif did not assume, as earlier scholars had posited, that when merchants are tied by multiple strands of affiliation (family, religion, ethnic sub-community), the problem of cheating is solved by 'trust' that is generated by a shared ethical framework, and the fear of social sanction or exclusion from a bounded community.⁹⁸ Rather, he suggested, we can find economic institutions that support trust.⁹⁹

Greif does not address the questions of why merchants balanced work obligations through agency, partnership, commission, and apprentices. His model regards these forms as indifferent, because the legal guarantee provided by contract went unused and may have been unusable.¹⁰⁰ Commitment in all forms is assured by a reputation mechanism formed by a network of merchants acting as a "coalition" with respect to enforcement of formal and informal principal-agent contracts.

Central to the associated reputation institution is an organization—a group of traders with a specific social identity ("coalition members")—who share information about agents' conduct. Members of this network share the beliefs that coalition merchants will employ only member agents and that each of them will reward his agent enough to keep him honest. All coalition merchants, however, are expected never to employ an agent who cheated while operating on behalf of any coalition member.¹⁰¹

Greif's insight reveals a crucial component of the working of the mercantile group, the trust and enforcement role played by the *aṣḥābunā* group, and the degree to which merchants invested in flows of information to make their system function. At the same time, the model captures only a portion of practice. Merchants used multiple, overlapping mechanisms to overcome the structural problems economists associate with long-distance trade.

The central commitment mechanism among full merchants is simple reciprocity. Merchants were, as they themselves expressed “each other's hand:” I sell your flax in Qayrawan while you sell my soap in Egypt. Merchants were tied to their associates through multiple capital investments in multiple locations, some in partnership and some in agency, parts of which would at any moment in the year be found in each other warehouses, packed in bales moving east and west through the Mediterranean, sold but awaiting payment, in the market being auctioned. Given the extended timeline of individual ventures (the most minimal cycle for long-distance trade took several months, most ventures lasted at least a year), the likelihood that a merchant could find a moment in which he could be sure that the capital in his hand out-valued the loss of all the investments both in process and in his associate's hand must have been rather small. An entanglement of strands of business across space and among many members of the business community made withdrawal from the network time-consuming and laborious even when done legitimately.¹⁰²

As described by Greif, however, the merchant who cheated did not simply suffer from the loss of his business with the affected partner. Merchants spent a great deal of time writing to one another, letters were the main vehicle through which orders to agents were made, as well as the way to report on the progress of transactions and the state of the market. Some 20 percent of the contents of letters, however, is devoted to talking about fellow merchants—reporting, as we have seen, on the quality of the work provided by junior agents, but even more, reports or comments about the person or behavior of individuals, requests for interpersonal intervention and oversight, and reports on the results of such interventions.¹⁰³ Accusations of wrong-doing, or reports of cheating, would spread throughout the community, affecting both the merchant's current activity, and his ability to maintain or create associations.¹⁰⁴

The mercantile group was in a position to assess these claims because merchants were also part of the official public before whom most acts of trade were undertaken. Acts of sale, agreements of payment terms, opening of shipments were done in public spaces. Clerks with some official capacity¹⁰⁵ recorded acts and terms of sale, and the state, nature, and labeled of shipments that were opened. Members of the merchant network, and, in the case of sales, the broader Islamic merchant community, witnessed these acts as well. Thus the merchant network and government acted together to give legal force to mercantile acts.

Using both partnerships and agency with the same merchant allowed relations to be partially governed and protected by the legal guarantees of contract. Recourse to the formal legal system was cumbersome, time-consuming, and often unsatisfactory, then as now, and thus much to be avoided. Yet the extant legal materials of the community,

alongside evidence in letters that includes threats of legal action, discussion of cases, preparation of witnesses and requests for powers of attorney, shows legal action was very much part of the enforcement repertoire. It is essential to remember as well that Islamic legal practice includes and to some extent prefers negotiated settlement among parties as an official legal act, and that the merchant community itself was endowed with legal capacity to judge and settle cases in order to understand that the legal guarantee of a contract was backed not solely by officers of the court, but by the merchant group in its legal guise.¹⁰⁶

The balance of merchants' investments in different forms show some care in creating appropriate tangles of mutual debt and legal guarantee. Full merchants did not enmesh themselves with junior associates: they had juniors start by acting only as the merchant's agent, while juniors' capital was associated with other juniors in partnership. In this way, full merchants avoided having fiscal and trust obligations to juniors as well as steering clear of extending the timeline of their relationship to a junior, which a venture partnership would require. In this way, dismissal of an unacceptable junior was possible both financially and in terms of mercantile ethics. Absent any control over a junior's capital, however, the mentoring merchant also lacked any direct financial stick to overcome the commitment problem. As we have seen, juniors acted under the supervision of seniors, but such supervision seems better designed to assess competence and weed out cheaters before they become merchants than to prevent cheating. The amount of risk merchants accepted in this system suggests they used mentoring more as a form of vetting than as a pool of lost-cost labor. This preference would also explain why the letters do not reveal crowds of apprentices around each merchant, but instead small numbers of juniors in comparison to full merchants.

The way merchants trained these juniors indeed would seem to be a good hedge against adverse selection. In the years that young merchants incrementally transformed from largely unpaid dogsbodies to substantial and knowledgeable associates and partners, they would have traveled to different locations, where senior merchants would make their acquaintance, size up their performance, assess their value, and report on them in their letters to further associates. In the nature of mercantile work, they would also have worked for partners of their mentors, as goods in partnership passed through their hands. They would have had multiple opportunities to cheat as these goods passed through their hands, and thus assured the community that their desire to become a merchant outstripped their desire for immediate gain. Assessment and vetting became part of the information flows that connected the network, part of the responsibilities of that network. Thus, by the time a junior was a full merchant, his trust and credit-worthiness had been verified and vouched for by the network, not the individual merchant who had mentored him.

The use of multiple, often redundant mechanism of enforcement suggests that none of them was considered by merchants on its own as sufficiently robust to do the job. Modeling this system, and its efficiency, must take its multiple strands into account. Taken together, however, this system seems to have been remarkably effective in preventing serious malfeasance. In an era in which we know that mobility and the breadth of the Islamic world made abandoning one life to start another relatively easy (as numerous letters of petition from abandoned wives makes pathetically obvious), there are

no eleventh-century records of merchants absconding with partner's funds.¹⁰⁷ There is only one accusation of embezzlement, and that of a dead merchant's goods.¹⁰⁸ Most disputes and accusations involve much grayer areas: whether instructions had been followed properly, whether an agent marketed his own holdings in a commodity before his associate's, delays in remitting payments.

Thought of in these ways, it is possible to think that the mercantile system provides an interesting "solution" to problems of adverse selection and moral hazard. Reciprocity, training systems, reputation, market publicity, and legal systems all combine to provide competent, trustworthy agents.

6. The compensation problem

Work done through reciprocal agency did not, however, always proceed smoothly. As discussed above, reciprocal agency was supposed to be an equal exchange, work for work. Here, of course, problems of information asymmetry dogged merchants. How were they to assure that *appropriate* amounts of work had been done with regard to each service (and complaints about inappropriate effort can include ones in which agents more work than the object merits).¹⁰⁹ How was one to assure that one's work is properly compensated? This could not, of course, be a simply matter of the principal assessing the success of his endeavor. In the case of the bale of indigo, for instance, the circumstance of the bale being jettisoned at the same time increased the work of the agent and decreased the return on the investment. In many cases, it would be hard to tell whether a poor sale reflected market conditions, the selling agent's negligence in timing his auction, or the state of the goods upon sale, which could be the fault of chance, faulty packing by a third agent, or improper oversight of stowing by a fourth.

I am not sure that what merchants are struggling with can properly be encompassed by the idea of moral hazard. Moral hazard general implies gradations of cheating your employer: from actual absconding with a merchant's assets to various forms of slacking off, the implication is that one has not done adequate work for the wage offered. Yet here, of course, we do not have a wage, rather, compensation comes in the form of both current equivalent work and the promise of future work. It is worth noting, moreover, that merchants made a clear distinction between problems of conduct that touched on mercantile probity, and those that involved claims over the amount and quality of work done.

In keeping with the relative rarity of serious breach of conduct, claims that touch a merchant's rectitude are extremely rare. This form of reputation is invoked with the word "*ird*," whose semantic field includes honor and dignity.¹¹⁰ It occurs in less than 1 percent of all letters. Merchants used this word when they accused associates of misconduct that breached rules of mercantile trade, or defended themselves against such accusations. Israel b. Natan warns Barhūn b. Ishāq al-Tāhirtī that "you and your *ird* are being made shabby" when a valuable textile arrived in Fustat and one merchant claimed that Barhūn had told him to sell it while another claimed he had promised it as a gift. It was important that Barhūn write quickly and "save your soul from the tongue" of the merchant who claimed the good.¹¹¹ Merchants often joined this term with words for piety

and impiety, adding a sense of religious transgression to the breaking of commercial rules. ‘Awad b. Hananel reports that Khallūf ibn Zakār felt disgraced both in his honor and religion when a fellow merchant claimed he was lying about a business relationship: “he cursed me, took away my *ird*, and threatened me,” he laments, using a word for “curse” that also means “blaspheme.”¹¹²

Instead of moral hazard, merchants were confronted with how to acquire sufficient amounts of work for their investments, how to assess and compensate the work done. I would argue that these problems were complicated by the limited supply of agents. The nature of the economy made mercantile work complex and multivalent, as merchants acted in a system with few corporate infrastructures of manufacture or shipping, and had to be competent to organize these services. This in itself would limit the number of agents who could become competent. Merchant choices in training future merchants, moreover, kept the number of network merchants low. Merchants’ unwillingness to entrust many services to factors or juniors further increased the labor burden on full merchants. On top of this, merchant work was often not geographically mobile. Individual merchants maintained a network of relationships not only with other merchants, but with local officials and producers. These relationships were not transferable to other agents, but essential to mercantile success, thus in each location merchants had a limited, and perhaps even unavoidable set of potential agent/employers.

Greif’s analysis points us to information as the central cog in the Geniza mercantile machine. I would suggest that information networks were somewhat secondary to enforcement, but primary as a vehicle to assess and negotiate compensation. When merchants talked in letters about the behavior of their associates (a subject, recall, that takes up 20 percent of letter content), it was most often to address the quality of their work, not their personal or professional ethics.¹¹³ Merchants constantly invoked effort, knowledge, and ability in getting work done. They urged associates to display effort, diligence, exertion, and care. They praised their fellows for knowledge of markets or simply for “knowing what needs to be done.” And they abused their colleagues for negligence, for inattention or insufficient activity, and sometimes for incompetence. These discussions were often couched in terms of building up or sustaining a reputation, which would determine the value of the individual merchant’s services to his associates.

The rhetorical terms of merchant discussions show that merchants urged each other to sustain a character for knowledge and effort. The formulation “a man like you” or “you are the kind of man” recurs throughout Geniza correspondence, both in commercial and other letters, and generally represents an appeal to sustain a character already formed, or to confirm that one is indeed the “kind” of person described.¹¹⁴ In merchant letters, the desired character was associated with diligence and knowledge. In one note, Ishāq b. ‘Alī al-Majjānī invokes both, telling his associate, “In God’s name, make haste; one like you really needs no instructions... there is no need for me to urge you on.”¹¹⁵ The recipient is the sort of person who knows that time and diligence is of the essence. Nahray b. Nissīm, on the other hand, had occasion to inform his junior associate ‘Ayyāsh b. Ṣadaqa of his known limitations in getting work done: “You had little to do in Fustat last year, whereas this year you are inundated from all sides. Much less work would suffice for *someone like you*.”¹¹⁶ Merchants describe themselves in the

same way, particularly in letters of self-defense. Angry that his younger partner had accused him of negligence in making accounts and selling in a timely fashion, and had seen fit to urge him to act appropriately, Khallūf b. Mūsā retorts, “I am not the *sort of man* who needs to be told what to do.”¹¹⁷

Sometimes merchants invoked labor reputations by talking about their colleagues’ “habits” or “usual” behavior. In complaining of Nahray b. Nissīm’s neglect over a certain account, Maymūn b. Khalfa says such behavior was unexpected, because “I know that it is your habit and in your nature to take care of people’s needs.”¹¹⁸ Nahray uses the same technique in requesting that his associate ‘Awad b. Hananel do a service for him “with your usual industry and acumen.”¹¹⁹

In addition to considering his individual competencies, merchants acknowledged the value of each colleague’s network of connections in making up his reputation. Merchants occasionally use the word *jāh* to refer to reputation.¹²⁰ The primary semantic range of “*jāh*” includes rank, standing and prestige.¹²¹ In the larger social world of the Geniza, it means one’s social place or standing. When it appears in commercial letters, context shows that *jāh* for merchants consisted in the breadth and strength of a merchant’s associate network. A quite bald statement of this meaning comes from a request from Zakariyyā b. Ya‘qūb b. al-Shāma, Nahray b. Nissīm’s closest associate in Tripoli, that Nahray take care of some new associates of his: “... assist them,” he urges, “... even if you have to abandon your own affairs for a day or two in order to do this ... I would like them to come back here grateful to you, having accomplished their purpose to their satisfaction ... I would like you, thereby, to strengthen my *jāh*.”¹²² This merchant’s reputation would be enhanced by his power to get someone to abandon personal work for unprofitable work at his behest. Similarly, Faraḥ b. Yūsuf, a member of the important al-Qābisī clan (most of whom were settled in Alexandria), requests that his Fustat associate Yahūda b. Manasha (Manasse) “strengthen my *jāh*” by doing a favor for a fellow merchant regarding payment of a draft, which would demonstrate to the third merchant the strength of his tie in getting a merchant to make a cash payment, often inconvenient as merchants maintained low liquidity.¹²³ *Jāh* could indicate the strength of one’s ties or their extensiveness, as a third example shows. “I told him I was a favorite of yours,” Salāma b. Nissīm al-Barqī writes to Nahray b. Nissīm. “Please strengthen my *jāh* and your own by extending your connections to his friend through me.”¹²⁴ Salāma b. Nissīm had less geographically extensive ties than Nahray b. Nissīm, who was connected to the ubiquitous al-Tāhirtī clan. But Nahray was just beginning to operate as a senior merchant, having finished his years under the mentorship of his maternal uncle Barhūn b. Ishāq al-Tāhirtī, and thus Salāma invokes the need for Nahray to build up his own *jāh*.

Several letters show that merchants valued each other’s labor both in terms of their reputation for personal effort and capability and for the value of their *jāh*. The most direct testimony comes from Samhūn b. Da’ūd b. al-Ṣiqillī. One of his many complaints to Yūsuf ibn ‘Awkal is that Yūsuf had given credence to a rumor that Samhūn was trying to usurp a fellow merchant’s place with Yūsuf. “I have no need for that,” he writes. “What I do need is the benefit of your *jāh* and for you to take care of what I send you, just as I do for you.”¹²⁵ Ḥayyim b. Emanuel ibn Qayyūmā notes with gratitude that his associate Mevōrākh b. Saadya’s *jāh* allowed him to speedily arrange a shipment,¹²⁶ while

Salāma b. Mūsā al-Sfaqṣī congratulates himself that his own *jāh* allowed him to claim money on a particularly good deal he had made in flax even when the market later dropped.¹²⁷

These understandings of how to value a merchant's work, and the role that reputation and information flows play in that valuation, help explain why Isma'īl b. Hārūn and Nissīm b. Shemariah were so eager to run from Palermo to Mazara to fight for the opportunity to deal with a bundle of someone else's sodden indigo. They were busy building up their work reputations. Reciprocal agency was equal exchange, but that meant value for value, not task for task. A merchant whose time was more valuable might exert himself very little to adequate recompense one whose labor the community assessed as relatively worthless. In the early part of the century, for instance, Yahūda b. Yūsuf details numerous services he completed in regard to the powerful Yūsuf ibn 'Awkal's goods, but requests in return only that Yūsuf, one of the three or four wealthiest and most powerful merchants of his generation, oversee the work of his brother-in-law, noting "I have not charged you with this because I know ... how busy you are. ... I am content with your assistance through encouragement and advice. For me this is worth as much as that, and even more."¹²⁸

The value of different merchants' labor was based upon their personal knowledge and diligence as well as upon the size and importance of their networks of connections, as seen through the eyes of their associates and the gossip of the market. This assessment might be considered reputation capital, capital merchants were constantly using and replenishing. Since part of this reputation revolved around associations, merchants were highly motivated to maintain associations. More associations not only gave a merchant more agents or potential agents in any market, it made his own work more valuable and thus required he do less of it. He might aspire to become a Yūsuf b. 'Awkal, whose connections and knowledge are so important that his diligence and effort is no longer needed at all.

These dynamics equally could find a way to properly use less-than-perfect agents in the system, not a trivial matter when the labor pool was limited. The career of Yeshū'ā b. Isma'īl may serve as a case in point. Reading the letters to, from, and about Yeshū'ā by his colleagues, he does not appear as a pleasant person or an agreeable colleague. Mistrustful to the point of paranoia, Yeshū'ā's letters resound with blame of colleagues, a perpetual sense of ill-use, and complaint. One junior abandoned him to work for another; he had a string of broken-off partnerships and associations, some of them known in that he asks his constant associate, Nahray, to intervene to get an association re-established. His character appeared to be well-known. "Had I listened to what people say, I would never have entered into a partnership with you," notes one incensed colleague, Khallūf b. Mūsā, in a long letter of complaint that threatens to end the association.¹²⁹ The letter complains about sharp practices in assigning costs and profits in the partnership, all falling just the right side of unethical, that seem entirely confirmed by reading some of Yeshū'ā's own letters. Yet this merchant not only survived, he had a very long, and to all the evidence, successful career. For despite his personal qualities, which broke up many of his relationships, he was extremely diligent and hard-working. His detailed accounts of his own actions, even if somewhat overblown, make clear the extent of his activity,

and Khallūf's angry letter does not accuse him of negligence, rather of excessive industry in inappropriate endeavors.¹³⁰

No doubt the information and reputation dynamics of the merchant network made these qualities general knowledge. Yet using Yeshū'ā as an agent may be a good deal. His *jāh* being limited, he will do more work for merchants who engage him than they will do for him. A merchant would have to judge whether such industry would be worth the irritation and suspicion of behavior at the edge of cheating. Khallūf miscalculated; his association with Yeshū'ā ended in court. Nahray b Nissīm, on the other hand, maintained an association with him that lasted more than 40 years.

Merchant trade for Geniza merchants was on relations underwritten not only by mutual trust and friendship, as Goitein would have it, but on mutual supervision and surveillance, careful vetting of members, official records of transactions, investment in information flows and participation in a system of legal oversight. Whether the costs of maintaining such a system or its limitations made it inefficient in comparison to European trading system, or whether the entrance of Europeans made certain parts of the system untenable, awaits further research.

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¹ **K651a** *passim*, b 1-12. The letter, unfortunately, is damaged right at this point, so we do not know whether Ḥayyim followed the label or the letter in turning over the packages. A note on the documents and translations: Geniza documents are usually referenced by the shelfmarks of the various libraries in which they are contained. In recent years, however, Moshe Gil has undertaken the project of editing large numbers of these documents, to which he then refers using a system of document numbers. As I have generally used his editions in writing this article, I have chosen to cite shelfmarks in first references to a document, followed by a boldfaced number that indicates a document number, followed by line numbers on the recto side (v indicates a quotation from the verso side). The number is preceded by an K to indicate a document number in Moshe Gil, *Be-Malkhut Yishmael Bi-Tekufat Ha-Geonim (in the Kingdom of Ishmael)*, 4 v. vols., *Pirsume Ha-Makhon Le-Heker Ha-Tefutsot; Sefer 117-119* (Tel-Aviv, Yerushalayim: Universitat Tel-Aviv: Misrad ha-bitahon ha-Hotsaah le-or; Mosad Byalik, 1997). or a P to indicate a numbered document in Moshe Gil, *Erets-Yisra'el Ba-Tekufah Ha-Muslemmit Ha-Rishonah (634-1099) (Palestine During the First Muslim Period)* (Tel-Aviv: Universitat Tel-Aviv u-Misrad ha-bitahon, 1983).. (Gil has adopted similar usages beginning in his 2002 article "References to silk in Geniza documents of the eleventh century A.D.," *Journal of Near Eastern Studies* 61 (2002) 31-38.) Subsequent citations will use only the boldfaced reference to Gil's edition. I have consulted a number of translations in writing this article, and cite available English translations for each document. I translated each quotation, however, so as to consistently follow the vocabulary of the sources; thus, all translations, and any errors they may contain, are my own.

² In the text, both Gil and Ben-Sasson have the Hebrew, פקקים. Menahem Ben-Sasson, N. Zeldes, and M. Frenkel, *Yehude Sitsilyah, 825-1068: Te'udot U-Mekorot (the Jews of Sicily, 825-1068: Documents and Sources)* (Yerushalayim: Mekhon Ben-Tsevi, 1991), 342, Gil, *Be-Malkhut Yishmael*, 4, 160..

³ And thus provides the only record of these goods. They do not appear in any subsequent letters from any of the parties concerned, so it is impossible to know whether and how this dispute was resolved.

⁴ A number of scholars published on the topic of business and mercantile relationship revealed in the Cairo Geniza, the most important works are those of S.D. Goitein (most particularly S. D. Goitein, "The Cairo Geniza as a Source for the History of Islamic Civilization," *Studia Islamica* 3 (1955), S. D. Goitein, "Commercial and Family Partnerships in the Countries of Medieval Islam," *Islamic Studies* 3 (1964), S. D. Goitein, "The Commercial Mail Service in Medieval Islam," *Journal of the American Oriental Society* 84 (1964), S. D. Goitein, *Letters of Medieval Jewish Traders* (Princeton, N.J.: Princeton University Press, 1974), S. D. Goitein, *A Mediterranean Society: The Jewish Communities of the Arab World as Portrayed in the Documents of the Cairo Geniza. Volume I. Economic Foundations* (Berkeley: University of California Press, 1967)., Norman Stillman (Norman A. Stillman, "Case of Labor Problems in Medieval Egypt," *International Journal of Middle East Studies* 5, no. 2 (1974), Norman A. Stillman, "East-West Relations in the Islamic Mediterranean in the Early Eleventh Century: A Study of the Geniza Correspondence of the House of Ibn 'Awkal" (Ph.D. Dissertation, University of Pennsylvania, 1970), Norman A. Stillman, "The Eleventh-Century Merchant House of Ibn 'Awkal (a Geniza Study)," *Journal of the economic and social history of the Orient* 16, no. 1 (1973).), Moshe Gil (Gil, *Be-Malkhut Yishmael*, Moshe Gil, "The Flax Trade in the Mediterranean in the Eleventh Century Ad as Seen in Merchants' Letters from the Cairo Geniza," *Journal of near Eastern Studies* 63, no. 2 (2004), Moshe Gil, *A History of Palestine, 634-1099* (Cambridge; New York: Cambridge University Press, 1992), Moshe Gil, "The Jewish Merchants in the Light of the

Eleventh-Century Geniza Documents," *JESHO* 46, no. 3 (2003), Moshe Gil, "Sicily 827-1072. In Light of the Geniza Documents and Parallel Sources," in *Italia Judaica: Gli Ebrei in Sicilia Sino All'espulsione Del 1492: Atti Del V Convegno Internazionale, Palermo, 15-19 Giugno 1992*, ed. Commissione mista per la storia e la cultura degli ebrei in Italia (Roma: Ministero per i beni culturali e ambientali Ufficio centrale per i beni archivistici, 1995.), Avrom Udovitch (A. L. Udovitch, *At the Origins of the Western Commenda: Islam, Israel, Byzantium? And Credit as a Means of Investment in Medieval Islamic Trade* (Princeton: Program in Near Eastern Studies Princeton University, 1969), A. L. Udovitch, "Formalism and Informalism in the Social and Economic Institutions of the Medieval Islamic World," in *Individualism and Conformity in Classical Islam*, ed. Amin Banani and Speros Vryonis (Wiesbaden: Otto Harbassowitz, 1977), A. L. Udovitch, "International Commerce in Mid-Eleventh-Century Egypt and North Africa," in *The Economic Dimensions of Middle Eastern History: Essays in Honor of Charles Issawi*, ed. Charles Philip Issawi, Halah Isfandiari, and A. L. Udovitch (Princeton, NJ: Darwin Press, 1990), A. L. Udovitch, "International Trade and the Medieval Egyptian Countryside," in *Agriculture in Egypt: From Pharaonic to Modern Times*, ed. Alan K. Bowman and Eugene L. Rogan, *Proceedings of the British Academy*; 96 (Oxford: Oxford University Press, 1999), A. L. Udovitch, "Merchants and Amirs: Government and Trade in Eleventh-Century Egypt," *Asian and African Studies* 22 (1988), A. L. Udovitch, *Partnership and Profit in Medieval Islam, Princeton Studies on the Near East* (Princeton: N.J. Princeton University Press, 1970), A. L. Udovitch, "A Tale of Two Cities: Commercial Relations between Cairo and Alexandria During the Second Half of the Eleventh Century," in *The Medieval City*, ed. Harry A. Miskimin, David Herlihy, and A. L. Udovitch (New Haven: Yale University Press, 1977), A. L. Udovitch, *Unpublished Materials* (n.d.), and Amitav Ghosh (Amitav Ghosh, *In an Antique Land*, 1st Vintage Departures ed. ed. (New York: Vintage Books, 1994), Amitav Ghosh, *The Slave of Ms. H. 6* (Calcutta: Centre for Studies in Social Sciences, 1990), microform.). It is principally the work of Avner Greif, however, that has brought this material to the field of economics, and particularly institutional economics. Cited references to his works that explore the traders in depth (list them here Avner Greif, "Contract Enforceability and Economic Institutions in Early Trade - the Maghribi Traders Coalition," *American Economic Review* 83, no. 3 (1993), Avner Greif, "Cultural Beliefs and the Organization of Society - a Historical and Theoretical Reflection on Collectivist and Individualist Societies," *Journal of Political Economy* 102, no. 5 (1994), Avner Greif, "The Organization of Long-Distance Trade: Reputation and Coalitions in the Geniza Documents and Genoa During the Eleventh and the Twelfth Centuries" (Ph.D. Dissertation, Northwestern University, 1989), Avner Greif, "Reputation and Coalitions in Medieval Trade - Evidence on the Maghribi Traders," *Journal of Economic History* 49, no. 4 (1989). *Institutions and the Path to the Modern Economy: Lessons from Medieval Trade* (Cambridge, 2006)) include nearly 450 articles in the fields of economics, economic history, management, sociology, history, business history, and law.

⁵ Fustat was the commercial sister-city of medieval Cairo. Cairo was founded by the Fatimids, who located their royal enclosure a convenient two miles from what was then the thriving capital of Egypt.

⁶ *Geniza* is a general term for a place in which used religious texts are deposited for future burial. "The Geniza" or "the Cairo Geniza" refer to the documents from one specific Geniza, that of the synagogue of the Palestinian congregation of Fustat. For a description of the Cairo Geniza, the custom of Geniza among Jews, and the extant documents, see Mark Cohen, "The Cairo Geniza: A Window on Jewish and Muslim Life in the Middle Ages," (in press), 6, Mark Cohen and Yedida K. Stillman, "The Cairo Geniza and the Custom of Geniza among Oriental Jewry: An Historical and Ethnographic Study" (in Hebrew), *Pe'amim* 24 (1985), Stefan C. Reif, *A Jewish Archive from Old Cairo: The History of Cambridge University's Genizah Collection, Culture and Civilisation in the Middle East* (Richmond, Surrey: Curzon, 2000)..

⁷ For an overview of the trade of these merchants, see Goitein, *Letters*, pp. 3-22..

⁸ Venice's importance as a trade center emerges much earlier (McCormick, dates), but primarily within the Byzantine orbit. Genoa, Pisa and Amalfi emerge as seafaring centers in the eleventh century.

⁹ The vagaries of subsequent warfare, fire, and landslide having destroyed whatever documentary evidence (notarial cartularies of contracts, treaty agreements, legal privileges of trading communities) that may have existed in Venice, Genoa, Amalfi, and Pisa, the first four substantial players in the extra-Italian Mediterranean market.

¹⁰ My study looks exclusively at the eleventh century; many aspects of trade, most particularly its geography, alter substantially in the twelfth century records. **If time, twelfth-century records.**

¹¹ Udovitch, *Origins*., Some notable attempts to draw these lines, and describe how particular institutions were adopted and adapted include A. L. Udovitch, "At the Origins of the Western Commenda: Islam,

Israel, Byzantium?" *Speculum* 37 (1959): 89-139. Olivia Remie Constable, "The problem of Jettison in Medieval Maritime Law," *Journal of Medieval History* 20 (1994): 207-220, *idem*, *Olivia Remie Constable, Housing the Stranger in the Mediterranean World: Lodging, Trade, and Travel in Late Antiquity and the Middle Ages* (Cambridge; New York: Cambridge University Press, 2003).

¹² Such has been the trajectory of Greif's work, from Greif, "Organization". to Avner Greif, "Institutions and International-Trade - Lessons from the Commercial Revolution," *American Economic Review* 82, no. 2 (1992). To Greif, "Cultural Beliefs." To Greif, *Institutions and the Path to the Modern Economy: Lessons from Medieval Trade* (Cambridge, 2006).

¹³ {Udovitch, 1977 #877; Udovitch, 1988 #4178}

¹⁴ We have such materials, in increasing abundance, starting in the mid-twelfth century. Given the changes in political and administrative regime that intervened in the production of these materials, and some internal evidence for changing merchant practices from the Geniza, it must be a questionable enterprise indeed to adduce these materials for the legal or administrative structure that prevailed in Fatimid Egypt. *European comparison. Use of Maimonides, Islamic law.*

¹⁵ For a more detailed discussion of the infrastructure of the economy as reflected in the Geniza and other contemporary documents of the Fatimid world, see Goldberg, "Geographies", chapter 2, pp.

¹⁶ The medieval equivalent of a shipping container—mixed bundles often included high value goods belonging to several merchants, to be directed to more than one agent.

¹⁷ See below, on commissioned agents, apprentices, and slaves.

¹⁸ See Jessica Goldberg, "The Geographies of Trade and Traders in the Eastern Mediterranean 1000-1150: A Geniza Study" (Ph.D. Dissertation, Columbia University, 2005), 111-14.

¹⁹ The role of the *wakīl al-tujjār* and his possible status as a government official are discussed in: Gil, "Jewish Merchants," 314-18, S. D. Goitein, *A Mediterranean Society; the Jewish Communities of the Arab World as Portrayed in the Documents of the Cairo Geniza*, 6 vols. (Berkeley: University of California Press, 1967-93), I, 186-92, Roxani Margariti, "The Medieval Port of Aden" (Ph.D. Dissertation, Princeton University, 2002), 283-303, Udovitch, "Merchants and Amirs," 65..

²⁰ In **K438b** 1-4, a merchant tells his recipient that he asked another merchant to sell something for him, a good whose marketing was shaky, for a good commission. **K344**: Nahray b. Nissīm is offered a commission for taking care of extra goods of a third merchant, "because you have to pay imposts and expenses." Given the semantic range of the language, this "commission" may represent an informal system of interest on the money Nahray would have to lay out. On commissions in general, see Goitein, *Mediterranean Society*, I, 183-86. who also notes the rareness of commissions between Geniza merchants and assumes that commissions mentioned in accounts are those transactions done by relative strangers.

²¹ In many cases, ties of relationship, particularly various forms of cousinship, would tie the mentor to his pupil.

²² We have a small set of accounts by Nahray b. Nissīm, from a year of his apprenticeship with his aunt's husband, Barhūn b. Ishāq, that attest to the financials: **K273** column 2, 6.

²³ למזונותא .

²⁴ **K789b** 2-4.

²⁵ As Udovitch has noted, sons did not inherit family businesses, nor were they necessarily employed by their fathers. Instead, one finds merchants giving their sons a small amount of capital to begin trading on their own account, and sometimes even arranging for a partnership with another apprentice. An example of this is found in **K575** where the writer reminds the recipient that the goods for these beginners should be labeled in one of their names, not those of the senior merchants. ²⁶ **K561a** right margin 15-20.

²⁷ **K561a** right margin 26, top margin, b 1.

²⁸ **K491** right margin.

²⁹ **K193b** 5-7.

³⁰ **K344a** 8-10.

³¹ **K258** right margin 4-8.

³² As will be discussed below, in the early years, some of these partnerships might be ones in which the senior merchant acted as silent investor, allowing his junior to share in the profits without capital investment.

³³ Full-fledged merchants, and even most junior associates, are mentioned by name. His letters to his brother: **K469-474**.

³⁴ Another classic case is Nahray's cousin Israel b. Natan, who first appears in the correspondence as a junior merchant but ended his days as a manuscript copyist in Jerusalem. His history is discussed in detail in A. L. Udovitch, "Scenes from Eleventh-Century Family Life: Cousin and Partners--Nahray Ben Nissim and Israel Ben Natan," in *The Islamic World from Classical to Modern Times: Essays in Honor of Bernard Lewis*, ed. Clifford Edmund Bosworth (Princeton, N.J.: Darwin Press, 1989). Another part of his history appears below, 5.4.1.

³⁵ Three forms of partnership are seen in the Geniza documents; I discuss them below.

³⁶ Dubbed "formal friendship" by Goitein and "informal business cooperation" by Udovitch. The best overall description of the service system and the terms used to describe it is found in Goitein, *Mediterranean Society*, I, 164-69.. Much of the description below begins from Goitein's outline, although I differ on many details and my analysis of the bounds and degree of informality of these relationships. The analyses of Udovitch and Avner Greif (see below) also begin with Goitein. Udovitch's longest published statement on informal business cooperation comes in Udovitch, "Formalism and Informalism." though there are comments throughout his articles on economic history and merchant law as reflected in the Geniza (see the Bibliography), and many more reflections in Udovitch, *Unpublished materials*

³⁷ For the traditional view, entirely typical is Lopez's summary: "The importance of contracts in medieval commerce can hardly be overestimated. They were, then as now, the basic framework in which transactions and investments were undertaken. . . . The progress of commercial law was thus interwoven with the expansion of commerce." Robert Sabatino Lopez and Irving Woodworth Raymond, *Medieval Trade in the Mediterranean World; Illustrative Documents Translated with Introductions and Notes, Records of Civilization, Sources and Studies; No. 52* (New York: Columbia University Press, 1955), 156. Much early work on the expansion of trade focused on contracts of the Genoese, whose mid-twelfth century notarial cartularies are the earlier extant. See Eugene Hugh Byrne, *Commercial Contracts of the Genoese in the Syrian Trade of the Twelfth Century* (Cambridge: Mass., 1916), Guglielmo Cassinese, "Contratti Commerciali Genovesi Del Secolo Xii Contributo Alla Storia Dell' Accomandatio E Della Societas," ed. Mario Chiaudano (Torino: Bocca, fl. 12th century), Hilmar C. Krueger, *Genoese Merchants, Their Partnerships and Investments, 1155-1164* (Milano,: Istituto Editoriale Cisalpino, 1957), Gian Giacomo Musso, *Navigazione E Commercio Genovese Con Il Levante Nei Documenti Dell'archivio Di Stato Di Genova (Secc. Xiv-Xv), Pubblicazioni Degli Archivi Di Stato; 84* (Roma: Archivi di Stato, 1975)..

³⁸ The perceived difference may, of course, be partially related to the evidence at our disposal. In the Geniza materials, the letters show the reliance on unremunerated agency rather than contractual arrangements. If we only had contracts, as we do for the European side, patterns of labor service would look more similar. The absence of employment is still a notable difference between European and Islamic labor arrangements, as is the type of contact preferred. For a full discussion of the disparity and an economic theory to explain the differing strategies, see Greif, "Contract Enforceability.", Greif, "Cultural Beliefs.", Greif, "Institutions and International-Trade - Lessons from the Commercial Revolution.", Avner Greif, "The Organization of Long-Distance Trade - Reputation and Coalitions in the Geniza Documents and Genoa During the 11th- Century and 12th-Century," *Journal of Economic History* 51, no. 2 (1991), Greif, "Organization", Greif, "Reputation."

³⁹ Goitein, *Mediterranean Society*, I: 169.

⁴⁰ Goitein *ibid.*, 166. Goitein's claim for "friends of friends" is based on a single twelfth century letter. Whether agent relations extended this way in the twelfth century remains an open question, but I find nothing to support this evidence in the eleventh century.

⁴¹ Greif, "Reputation," 872, Udovitch, "Formalism and Informalism," 64.. Both cite Goitein, *Mediterranean Society*, I, 164-65..

⁴² Greif's term for the system "formal friendship" seems to recognize this, though he follows Goitein and Udovitch in bundling several terms together in this system that I believe had distinct meanings (*ṣuḥba*, *ṣadaqa*, and *bida'a*) and he has not explored the details. Reputation, p. 872.

⁴³ Goitein describes the relations as "entirely informal" 165.

⁴⁴ Udovitch, "Formalism and Informalism" pp. ??

⁴⁵ 'Awad b. Hananel reports that Khallūf ibn Zakār felt disgraced both in his honor and religion when a fellow merchant claimed he was lying about a *ṣuḥba*: "he cursed me, took away my honor (*'ird*), and threatened me, through the allegations of Ibn al-Iskandrani who claims that no *ṣuḥba* exists between him

and me”⁴⁵. **K568a** right and upper margin. We saw a termination in relation to Yeshū‘ā b. Isma‘īl, and Yeshū‘ā’s attempts to get Nahray to intercede for him in **K315**. I discuss this below.

⁴⁶ Phil, 43-44, (plus Islamic, look up); Goitein 1967, 170.

⁴⁷ As discussed below, certain services were provided to members of the mercantile community regardless of individual business association. By its nature, a *ṣuḥba* could not be subject to a legal contract, as the legal system does not permit non-capitalized work partnerships. The only times we see contracts for agency are a few cases of debt collection, which, as they involved a specified sum, could be arranged through formal legal contract. Phil’s dissertation. (find page) *Power of attorney here?*

⁴⁸ Udovitch, "Formalism and Informalism," 74-75..

⁴⁹ Abūn goes on, expectedly, to request Nahray’s help, although it is not clear whether he is requesting Nahray’s help with the coins or with giving him an introduction to Ibrahim. TS 8J 19.23 10-14.

⁵⁰ **K617b** 25-26. See 2.6 on these sorts of threats.

⁵¹ *aṣḥab*, pl. of *ṣāḥib*, the associate, that is, the person who participates in a *ṣuḥba*. All are forms derived from the verb *ṣaḥiba*, meaning to be or become a companion, associate, or friend. Hans Wehr and J. Milton Cowan, *A Dictionary of Modern Written Arabic*, 3rd ed. (Ithaca, N.Y.: Spoken Language Services, 1976). 503-504.

⁵² **K262a** 8-11.

⁵³ **K479a** 10-11. The writer repeats the sentiment with different grammar above the line: אלדניא דאר מבארך כדם כדם [כדם כדים]מכאפא מן.

⁵⁴ **K258** upper margin 7-15. Literally, “at the time of his [...],” as the first word of the line is cut off. I presume at the time of his troubles or need.

⁵⁵ In **K476**, ‘Ayyāsh b. Ṣadaqa in Alexandria reports to Nahray b. Nissīm that one load of his goods arrived and Mardūk b. Mūsā took delivery, ‘Ayyāsh took delivery of a bundle he had in partnership with Nahray, while for another, no one took delivery. ‘Ayyāsh clearly wasn’t responsible for these goods, for he doesn’t apologize, and goes on to ask Nahray to act as his agent for some beads.

⁵⁶ **K249a** 4-8.

⁵⁷ That is, in present-day Libya, rather than Tripoli al-Shām, in present-day Lebanon. The usage is unusual; Libyan Tripoli is almost always referred to as Tripoli in our letters, while the smaller Levantine port is called Tripoli al-Shām to distinguish it. Udovitch, in examining this letter, thought that Mūsāllam may originally have been heading to the northern Syrian ports under Byzantine control, so that ‘Awad needed to clarify that Mūsāllam had changed direction altogether in heading for Tripoli. Udovitch, *Unpublished Materials*..

⁵⁸ All written as one word. ‘Awad’s letters display phonetic spellings that break the rules of normative Judeo-Arabic, which itself has orthography somewhat at variance with classical Arabic. Joshua Blau, *A Grammar of Mediaeval Judaeo-Arabic* (Jerusalem: At the Magnes Press the Hebrew University, 1961).

⁵⁹ **K571a** 2-9.

⁶⁰ **K515b** 7-8.

⁶¹ **P510b** 16-17.

⁶² **K595a** right margin 2-3, upper margin, **K594a** 23-24.

⁶³ **K513**, 7-14.

⁶⁴ **K575a** 47-49.

⁶⁵ Indeed, the central act of partnership, envisaged in Jewish law, is the holding up by both parties of the joint purse.

⁶⁶ Udovitch devotes the greatest attention to this problem in A. L. Udovitch, "Theory and Practice of Islamic Law: Some Evidence from the Geniza," *Studia Islamica* 32 (1970).but also makes some reference to it in A. L. Udovitch, *Labor Partnerships in Early Islamic Law* (Princeton, N.J.: Program in Near Eastern Studies Princeton University, 1968), A. L. Udovitch, "The 'Law Merchant' of the Medieval Islamic World.", Udovitch, *Partnership and Profit*, Udovitch, "Theory and Practice." More recently, and somewhat at odds with Udovitch’s conclusions regarding preference for Islamic as opposed to Jewish forms of contract, see, Philip I. Ackerman-Lieberman, "A Partnership Culture: Jewish Economic and Social Life Seen through the Legal Documents of the Cairo Geniza" (Princeton University, 2007).

⁶⁷ Merchants themselves apparently attached little importance to formal legal terminology, since they did not use the terms current in Islamic and Jewish law in their correspondence. Goitein discusses this, and the terms they did use, in Goitein, *Mediterranean Society*, I, 169-79..

⁶⁸ **K622, K623.** The case is discussed in Mark Cohen, "A Partnership Gone Bad: A Letter and a Power of Attorney from the Cairo Geniza, 1085," in *The Sasson Somekh Festschrift (Not yet Titled)*, ed. David Wasserstein and et al. (in press). By the fact that the case ended up in a lawsuit, and the form of the complaint, it is clear that ten years was excessive for a venture. In fact, the merchant who traveled with the ambergris sold it in the Shām and bought brazilwood, which he sold in the Shām rather than sending home, because it went up in price. With these two transactions, the venture was complete, but the merchant did not write up an account or send the money.

⁶⁹ Formally, a *qirāḍ* describes only a partnership where one party contributes labor and the other capital, in practice, the laboring partner often contributed part of the capital as well. Different types of *qirāḍ*s apportioned losses differently, but usually merchants did not use the term and thus the distinction is only clear in some of the responsa literature. In practice, rather than using set forms of partnership, contracting parties specified contribution, distribution of profits and losses, work assignments, decision-making responsibilities, and payment of living and ancillary expenses. See Goitein, *Mediterranean Society*, I, 171-72, John H. Pryor, "Origins of Commenda Contract," *Speculum* 52, no. 1 (1977), Udovitch, *Origins*..

⁷⁰ **K811** Discussed in Gil, "Jewish Merchants," 278..

⁷¹ Literally, "the land of the Romans," that is, the non-Islamic Mediterranean. Merchants of the Islamic world in the eleventh century were not attuned to political differences among Byzantines (i.e., Roman), Normans, and city-states under nominal German imperial rule. In Palermo, Salāma's statement implies travel to the Italian peninsula.

⁷² **K751b** 6, 9.

⁷³ Barhūn b. Mūsā al-Tāhīrtī, Barhūn b. Ishāq's cousin, offers a young but established Nahray a *mu'āmala*: "I have heard that this year's flax harvest is good. Therefore, you might find it good to go to Dandīr, for it is an excellent village, to buy a quantity of flax. A third of the profits is in it for you." **K344a** 17-18.

⁷⁴ *maghāribā* is the plural of *maghribī*. Greif's use of the term "Maghribī trader's coalition" refers to the special connections of this group. As appears here, my own interpretation is somewhat different.

⁷⁵ **P497a** 39.

⁷⁶ **K605a** 6-7.

⁷⁷ **K691** right margin 32-34.

⁷⁸ *Aṣḥab* is the plural of *ṣāhib*, meaning associate, companion, or friend. *Nā* is a first-person plural particle that can mean either "us" or "our."

⁷⁹ Merchants were not connected to all other individuals, and the dissolution of a *ṣuḥba* between two merchants would have no effect on either one's membership in the larger group of *aṣḥābunā*.

⁸⁰ **K740a** 22-23 discusses the arrival of a group of "Jews" on a ship, important people in "their country."

⁸¹ **K740a** 22.

⁸² **K581a** 19.

⁸³ See below.

⁸⁴ **P489a** 14-16 *aṣḥābunā* witness a dispute.

⁸⁵ In TS 10J 13. 4a 13-14 **GB** "the people" attempt to resolve a dispute.

⁸⁶ In one case, a merchant sarcastically remarks that "we are the envy of Jews and Muslims" in reference to having secured the services of a particularly incompetent associate in selling some of their goods. **K308a** 3-5. In another, TS 12.435 **GB**, a merchant reports on having heard from "everyone, Muslims and Jews" that a fellow merchant would pay up soon. References to "Jews and Muslims" indicates the absence of Christians from the trading community. There are only two references to Christian associates, one from Amalfī, and the other from Jerusalem. **K731**. See Goitein, *Mediterranean Society*, I, 311.

⁸⁷ Goitein emphasized the Tunisian nature of the merchant group, and Greif asserts that the trading coalition of the eleventh-century was a "Maghribī" one. Ibid., I, 20-22, Greif, "Contract Enforceability.", Greif, "Long-Distance Trade.", Greif, "Organization", Greif, "Reputation."

⁸⁸ In many more cases, family origin is impossible to determine. **Families:** . Goitein's initial claim for the importance of Maghribis, by which he meant merchants whose home bases were the twin cities of Qayrawan and al-Mahdiyya, is found in S. D. Goitein, *Studies in Islamic History and Institutions* (Leiden: Brill, 1966). 311-312, repeated in Goitein, *Mediterranean Society I*:21. Goitein claimed that "many" not "all" merchants could be thus connected, but provided no documentation (given this information was culled from over 400 cross-referenced documents, this would be difficult, but he makes no attempt to list particular individuals or families).

⁸⁹ Greif's model uses the closed social group of shared descent to emphasize a closed group and to extend a reputation mechanism across generations, claiming that "each trader had a horizon long enough to render a reputation mechanism effective, because his children could have been punished if he defaulted." Avner Greif, *Institutions and the Path to the Modern Economy: Lessons from Medieval Trade, Political Economy of Institutions and Decisions* (Cambridge: Cambridge University Press, 2006), 83. As will be clear below, I argue for different criteria for membership. **Not all merchants of maghribi origin part of network.**

⁹⁰ Greif and Gil do not address the matter of proportion directly, but Udovitch proposed a fifteen- or twenty-to-one ratio of informal to informal arrangements when the problem is posed in terms of *number* of transactions, while Goitein thought about half the business dealings of the Geniza were done through the system. (Goitein, "Commercial and Family Partnerships," 316, Udovitch, "Formalism and Informalism," 72-73.).

⁹¹ Based on a representative sample of mercantile letters. See Goldberg, "Geographies," 1.4.1. None of these figures addresses the question of the relative volume or value of business done by either system. By no means all transactions are assignable. When a merchant writes, for instance, "I sold the sal ammoniac," there is no way of telling whether it was sold for a partnership or as an agent action, unless by fortunate coincidence we have another letter that attests to the ownership of the sal ammoniac.

⁹² Although the case was altered for senior-junior partnerships, where senior partners offer either very detailed advice that sometimes amounts to orders for partnership goods.

⁹³ Get Phil here. In practice, merchants gave each other running reports on sales and transactions for a partnership in the course of letters, but not a formal accounting for the entirety of a venture.

⁹⁴ Page 179, footnote 159.

⁹⁵ All forms of manual labor, on the other hand, were detailed by day and half-day payments, as well as costs of food. Accounts from junior associates to seniors include maintenance, not a fixed sum, but itemized costs of housing and a food budget. **Look up in Letter of MedJT.**

⁹⁶ These analyses remain tentative. I surveyed sets of letters from merchants well-represented in the correspondence to look for patterns tying particular goods to particular forms of ownership. I have not yet attempted to look at the relative size of investment, and, given the limits of my documents in producing analyzable sets of numeric data, such an analysis may be impossible. Aside from noting that junior agents were very often employed in the toils of purchasing and transporting rural flax production, it was not possible to find other patterns for consistent preference for junior agents.

⁹⁷ As noted in the introduction, members were connected by webs of cousinship, intermarriage, shared schooling and scholarship, and membership and leadership in the religious community.

⁹⁸ See Greif, "Reputation," 858. and the bibliography cited there.

⁹⁹ Ibid.: 859. He notes that an economic institution may include social controls and ethics mechanisms.

¹⁰⁰ Greif, "Contract enforceability," especially 529. **but look up book.**

¹⁰¹ Greif, *Path*, 66.

¹⁰² When merchants died untimely, their estates could take years (and sometimes decades) to settle, as assets in scattered warehouses were sorted, partnerships with traveling merchants completed and accounted, and questions of ownership resolved.

¹⁰³ Discussed in detail in {Goldberg, 2005 #4272@87-95}

¹⁰⁴ {Greif, 1989 #1287; Greif, 1993 #1291; Greif, 2006 #4788}

¹⁰⁵ The extent to which they were government officials or in the employ of the mercantile group is very hard to determine, and may have varied by locale. The act of writing down terms of the agreement had very obvious legal force in the merchant community, whether or not it was guaranteed by political officers.

¹⁰⁶ This is a very rough overview of a complex system. **Big footnote. Ackerman-Lieberman, "Partnership Culture", Udovitch, "Law Merchant.", Udovitch, *Partnership and Profit*, A. L. Udovitch, *Partnership in Medieval Islamic Law* (Ann Arbor: University Microfilms, 1965), Udovitch, "Theory and Practice."**

¹⁰⁷ There is at least one such record from the twelfth century. Ackerman-Lieberman, "Partnership Culture"..

¹⁰⁸ This case is discussed by Greif in several works, most recently Greif, *Path*, 66.. I examine the career of the merchant in question in Goldberg, "Geographies of Trade", 186-87,244-46.

¹⁰⁹

¹¹⁰ Wehr and Cowan, *Dictionary*, 706.. Goitein discusses this meaning of *'ird* in Goitein, *Mediterranean Society*, V, 200-04.. He also claims that complaints about honor are rather common in the mercantile

correspondence, in contrast to my analysis. See also the bibliography cited there on the meaning of the term more generally in the medieval Islamic world.

¹¹¹ **K409a** 7-13, right margin.

¹¹² **K568** right and left margins. A more thoroughgoing conflation of religious and business morality is found in **K221** in which an accused businessman repeatedly calls upon God to defend him and makes constant linking references to the honor and piety of his accuser. In **P517**, a merchant accused of misconduct says the accusation shamed both him and his accuser, and showed a lack of intelligence and *piety*.

¹¹³ This material is documented in Goldberg, "Geographies of Trade", chapters 1 and 3..

¹¹⁴ Discussed above, 1.6.1.

¹¹⁵ **K635b** 12-14. Of course, we most often find such praise precisely when the merchant in question is giving particularly detailed instructions, implying the writer does not trust his associate to know what to do. These statements can be seen then as a hint to the recipient as to what he should be.

¹¹⁶ **K262b** 3-5. This is actually the same young apprentice merchant who is praised for "trying hard" in the letter from Barhūn b. Mūsā I quoted above, **Error! Reference source not found.** (and refer to again below, n. 30). The harshness in the direct assessment of this partner reminds the young man that he is not yet capable of all he is trying to take on.

¹¹⁷ **K581**. This same wording can be found in **K640**.

¹¹⁸ **K561a** 19-20.

¹¹⁹ **K264a** 14-15.

¹²⁰ It appears in 3 percent of letters.

¹²¹ Wehr and Cowan, *Dictionary*, 132.. Goitein discusses the meanings of this word in Goitein, *Mediterranean Society*, V, 254-61.. He identifies the sense of *jāh* as "connections" in one merchant letter, but doesn't distinguish the way merchants use this term from usage in other contexts.

¹²² **K667a** 18-23.

¹²³ **K520a** 17-18.

¹²⁴ **K641a** 5-7.

¹²⁵ **K221a** 31-32.

¹²⁶ **K688a** 8-9.

¹²⁷ **K751a** 63-68. This case also suggests that *jāh* encompassed one's connectedness both with other merchants, and with powerful officials.

¹²⁸ **K155**.

¹²⁹ **K581a** 28-29, *passim* In fact, it ended several years later in a suit in court. See Goitein, *Letters*, 199-34.

¹³⁰ **K581a** 3-12.