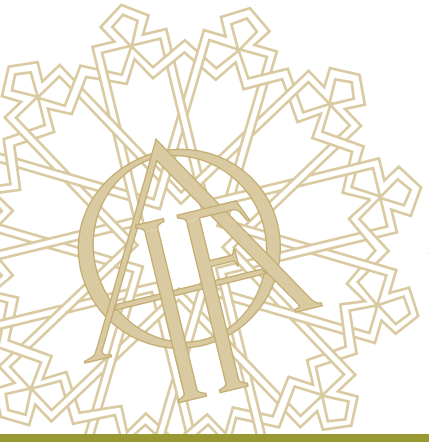
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Trading into the Sudan in the Sixteenth Century [avec 2 planches].

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TRADING INTO THE SUDAN IN THE SIXTEENTH CENTURY

Terence WALZ

The discovery of several sixteenth-century commercial contracts between Cairo investors and Sudan-bound merchants in the rich archives of the *maḥākim al-šarʿiyya* in Cairo helps to fill a void in our present knowledge of Egyptian-Sudanese trade relations in the early Ottoman period. They not only cast light on the types of business agreements concluded at this time, but also refer in historically interesting terms to regions of the Sudan where merchants travelled.

The documents are official court copies of originals once in the possession of the investing parties [1]. They are written on thick glazed paper of European make, approximately 30 by 19 cm in dimension, and are sandwiched between documents recording bride-wealth payments, sales or rentals of houses and shops, and lawsuits brought by disputing tradesmen. Court scribes, who were no doubt overworked, prove to have been careless writers, and were it not for the fact that they followed traditional usage and employed time-honored contractual formulae, deciphering would be exceptionally difficult. Because few examples of Muslim commercial contracts from this period have been published, and none from the Egyptian archives, three documents registered in the religious courts between 1563 and

[1] The archives of the old *maḥakim al-šarʿiyya* were located during 1971-6 in the *daftarḫāna* of the Maṣlaḥat al-šahr al-ʿaqārī, corner of Ramses and 26th July streets. On them, Salwā ʿAlī Mīlād, « Registres de la Salihiyya Naǧmiyya », *Annales Islamologiques*, XII (1974), 161-244; Daniel Crecelius, « The Organization of *Waqf* Documents in Cairo », *Int. J. Middle East Stud.*, 2 (1971), 266-77. Documents used in this article come from five court series : Maḥkama al-Ṣāliḥiyya al-Naǧmiyya (abbreviated SN); Maḥkama al-Bāb al-ʿĀlī (BA); Maḥkama Ǧāmiʿ Ṭūlūn (T); Maḥkama al-Qismat al-ʿArabiyya (Arab); and Maḥkama al-Qismat al-ʿAskariyya (Askar).

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1568 have been transcribed, translated and appended to this article. Other documents, dating to the late sixteenth and early seventeenth centuries, also referring to the trans-Saharan trade of Egypt, have been used to supplement our information.

Background

Egypt had traditionally received slaves, gold, ivory and feathers from *bilād al-Sūdān* in exchange for local and imported manufactured goods and raw materials. In the early Ottoman period, the primary sources were evidently located in those regions of western and central Sudan which Arab geographers often called *bilād al-Takrūr* and in Sudanese and Ethiopian ports along the Red Sea. The evidence for late medieval and early modern period relations between Egypt and black Africa is admittedly spotty, but it seems highly likely that Portuguese accounts of steady gold imports by Egypt from « Takrur » at the beginning of the sixteenth century are reliable indicators of strong trade relations between the two regions [1]. As for eastern Sudan, the conversion to Islam of the Funj sultans at Sinnār, who came to power in 910/1504-5, has been linked to a desire to strengthen commercial ties between that Sudanic region and Egypt, though it took many years for trade between the two countries to become regularized. J.L. Spaulding believes that the direct caravan routes between Sinnār and Egypt were not heavily travelled until the seventeenth century, when a trade boom apparently unfolded, and that prior to this time the major outlet for Funj trade was the Red Sea port of Sawākin. Sudan goods from this source would, then, have entered Egypt via Quṣayr and have been embarked on the Nile to Cairo at Qūṣ or Qinā [2].

[1] Vitorino Magalhaes-Godinh, *L'Economie de l'empire portugais aux XV^e^ et XVI^e^ siècles* (Paris, 1969), 122-4; Fernand Braudel, *The Mediterranean and the Mediterranean World in the Age of Philip II,* 2nd ed., translated by Sian Reynolds, 2 vols. (New York, 1972-3), I, 182; see also the author's « Gold and Silver Exchanges between Egypt and Sudan, 16th-18th Centuries », paper presented at the Conference on Pre-modern Monetary History, University of Wisconsin-Madison, August 29 - September 2, 1977, pp. 7-17.

[2] J.L. Spaulding, « The Opening of the Sinnar-Egypt Caravan Routes, ca 1630-1650 », unpublished paper, 2-3, kindly sent to the author; R.S. O'Fahey and J.L. Spaulding, *Kingdoms of the Sudan* (London, 1974), 32-5; Jean-Claude Garcin, *Un centre musulman de la Haute Egypte médiévale : Qūṣ* (Cairo, 1976), 502.

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Concurrently, the Ottoman annexation of Sawākin and the Ethiopian port of Massawa in 1556-7 should have resulted in increased supplies of « Sudan » goods in Egypt, particularly slaves and gold. In this respect the Ottoman viceroy was apparently instrumental. In his analysis of the budget of Ottoman Egypt for the year 1596-7, Stanford Shaw notes the entry, « From Husayn Paša, former governor of the province of Abyssinia, as payment of a loan previously given to him by the Treasury ... 400,000 para », and explains that the sum covered the costs of boats and men needed to ship slaves to Egypt and Turkey [1]. There are, moreover, indications that Ottoman officials at other outposts on Egypt's frontier with the Sudan, at Ibrīm, for example, were shipping slaves to Cairo, quite possibly in an unofficial capacity [2].

Other sources, including *Maḥkama* documents in Cairo, suggest that Egyptian merchants were being drawn in the sixteenth century to more western regions of eastern Sudan, to the Tunjur kingdom in what became Dār Fūr [3] and to an area in the « land of the Blacks » called Fazāra, which Dr. O'Fahey believes to the northern Kordofan and Dār Fūr [4]. The flourishing trade that developed between Egypt and Dār Fūr along the *darb al-arbaʿīn* seems not to have started much before the turn of the eighteenth century although the route was well known before this time [5]. Merchants travelling to these regions and to the Funj capital via the desert route would have assembled in Upper Egypt at Ǧirǧā, the future regional capital, or would have resorted to the nearby town of al-Minšā. Both are located on the western bank of the Nile, and a caravan track led to Ḫārǧa

[1] Stanford J. Shaw, *The Budget of Ottoman Egypt 1005-1006/1596-1597* (The Hague and Paris, 1968), 110; see also Richard Pankhurst, *An Introduction to the Economic History of Ethiopia* (Lalibela House, 1961), 327.

[2] SN, vol. 449, p. 56, n° 156 (28 Rabīʿ II 971/1563) : payment by al-Nāṣir Muḥammad, former *kāšif* of Ibrīm, of 144 dinars for 12 slaves to Šayḫ Mubārak Yūsuf Mubārak, šayḫ of Ibrīm.

[3] Garcin, *Un centre musulman,* 429-30; O'Fahey and Spaulding, *Kingdoms,* 111; Terence Walz, *Trade between Egypt and Bilād as-Sūdān, 1700-1820* (Cairo, 1978), 7-8.

[4] Personal communication from Dr. O' Fahey. The phrase appears in Document 1 (1563) and is used three times in a document dated 1569 : SN, vol. 452, p. 379, n° 1044 (9 Ǧumāda I 977).

[5] Garcin finds evidence for an active trade between Manfalūt and the Sudan as early as 721/1321-22 (*Un centre musulman,* 380); for the later period, Walz, *Trade,* 8-9; O'Fahey believes the route was « in regular use » by the end of the 17th century : *Kingdoms,* 122.

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oasis before it joined the *darb al-arbaʿīn*. Both Ǧirǧā and al-Minšā have historical associations with the Hawwāra, the powerful Arab confederation that dominated Upper Egypt [1], a branch of whom followed traders into the Sudan and settled there [2]. It is probably not accidental that the Ṭaḥṭāwīs, the family of Sudan-trade investors in our documents, owned a *dār* at al-Minšā at the end of the sixteenth century [3]. Other towns in Upper Egypt, including Minyā and Manfalūṭ, were linked by Leo Africanus with the Sudan trade at the beginning of the century, and in fact their ties may be much older. Their commerce was also affected by the location near them of bedouin tribes who foraged into the Sudan. Further reference to the tie between the bedouin and the trans-Saharan trade will be made below [4].

The Investors

The key figures in our sources are members of the al-Ṭaḥṭāwī family, three generations of whom were Sudan-trade merchants. The genealogy of the last member reads Yaḥyā b. Ibrāhīm b. Mūsā Ǧamāl al-Dīn Yūsuf al-Ṭaḥṭāwī, though variations have also been recorded [5]. Yaḥyā flourished ca. 1600-30, and if the grand number of honorific titles attached to his name in one document is indicative of his standing, he must have ranked among the wealthier members of his class [6]. Documents used in this study pertain to him, his father, Ibrāhīm, and grandfather,

[1] Garcin, *Un centre musulman,* 470, 474n, 475; Jean-Claude Garcin, « Jean-Léon l'Africain et Aidhab », *Annales Islamologiques,* XI (1972), 200-01; on al-Minšā, Jean Maspero and Gaston Wiet, *Matériaux pour servir à la géographie de l'Egypte* (Cairo, 1914-1919), 1-2; Muḥammad Ramzī, *al-Qāmūs al-ǧuġrāfiyya lil-bilād al-miṣriyya,* 2 vols., 5 parts (Cairo, 1954-63), II, 4, 109-111.

[2] H.A. MacMichael, *The Tribes of Northern and Central Kordofan,* reprint (London, 1967), 220-1.

[3] SN, vol. 483, p. 216, n° 897 (1019/1610). The house was originally purchased in 990/1582-3. The town is listed under the name Minšiyat Aḫmīm, an alternative name for al-Minšā (Ramzī, *loc. cit.*).

[4] The author is indebted to Professor Garcin for first bringing to his attention the role of bedouins as purveyors of Sudan goods. For a discussion during the medieval period, see his *Un centre musulman.*

[5] Yaḥyā b. Ibrāhīm b. Šaraf al-Dīn b. ʿUmar b. Mūsā : SN, vol. 483, p. 189, n° 786 (1019/1610).

[6] *al-ḫawāǧakī al-amṭālī al-aǧilī al-muʿtabarī al-ʿarīqī al-aṣilī al-waǧīhī al-šarīfī;* and *min aʿyān al-tuǧǧār :* source, *ibid.*

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al-Ḥāǧǧ Mūsā, who were active in the 1560's and 1570's, and to a granduncle, Yūsuf Ǧamāl al-Dīn, who registered the earliest document relating to the family trade, in 1563 [1]. The family name indicates an origin in the village of Ṭaḥṭa, Upper Egypt, at some earlier point. Considering the geographical proximity of Upper Egypt to eastern Sudan and the age-old role played by Upper Egyptians in trade between the two regions down to modern times, their origins are appropriately typical.

The family's operations were centered in Cairo [2], and each of the Ṭaḥṭāwīs is identified in court documents as a merchant in its *Sūq al-raqīq al-ǧalab,* the Imported Slave Market. This market specialized in the sale of black slaves [3] — white slaves from Russia and the Caucasus being sold in a separate emporium — and it seems to have been located in the heart of « Grand » Cairo, near the al-Ḥusayn mosque [4]. Towards the end of Yaḥyā's career, the edifice later known as Wakālat al-Ǧallāba, the Travelling Merchants Caravansary, was adopted as the market for selling Sudanese merchandise and was widely described as the « Cairo Slave Market » in eighteenth- and nineteenth-century travel literature [5].

The Ṭaḥṭāwīs carried the occupational title *mutasabbib/tāǧir fi'l-raqīq,* « slave merchant ». In those days, the classical difference between *mutasabbib* as « retailer » and *tāǧir* as « merchant » may have been valid, though by the eighteenth century the terms seem to have lost much of their distinction. This being so, the family appears to have moved up in status over the generations. Al-Ḥāǧǧ Mūsā, the grandfather, is referred to as *mutasabbib;* Ibrāhīm al-Ṭaḥṭāwī alternates between *mutasabbib* and *tāǧir;* while his son Yaḥyā is almost always given the

[1] Another member of the family may have been ʿAbd al-Ġanī ʿAbd al-Wahhāb Abū 'l-Ḫayr al-Ṭaḥṭāwī, who acted as Yaḥyā's agent in a marriage contract drawn up in 1610.

[2] Ibrāhīm al-Ṭaḥṭāwī purchased part of a house in Ḥārat al-Rūm al-Suflā, « at the end of Zuqāq al-Kanīsa » : SN, vol. 452, p. 531, n° 1430 (976/1569). On this district, ʿAlī Mubārak, *al-Ḫiṭaṭ al-tawfīqiyya al-ǧadīda,* 20 vols. (Bulaq, 1306/1888), II, 29-30.

[3] *Ǧalab* meant « imported » in the sense of « imported from the Sudan »; it was never applied to white slaves, who were also imported. See Lane's *Arabic-English Lexicon,* part 2, 440.

[4] Walz, *Trade,* 70.

[5] See the author's « Wakālat al-Ǧallāba, the Central Market for Sudan Goods in Cairo », *Annales Islamologiques,* XIII (1977), 217-45.

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title *tāğir* as well as *ḫawāğa*, an honorific reserved for « great merchants » [1]. In any event, the occupational title is deceptive since it suggests its bearer was solely preoccupied with slave trading. As a matter of fact, the Ṭaḥṭāwīs dealt heavily in cloth, metals and hardware, scents and spices of Egyptian or foreign provenance, and in ivory, gold and feathers as well as slaves from the Sudan.

Travelling Merchants

Between 1563 and 1612 about a dozen contracts were registered in the courts by the Ṭaḥṭāwīs relating to their efforts to procure merchandise from the Sudan. Their partners are in most cases described as *ğallāba* (sing. *ğallāb*), a term denoting merchants who « transported goods between Egypt and the [African] interior either on their own account or on that of an associate » [2]. In the eighteenth century, *ğallāba* were a multinational group of merchants drawn from Egypt, Syria, North Africa as well as various parts of the Sudan, who moved continuously between the Nile Valley and Sudanese markets, sometimes maintaining homes at both ends of caravan routes.

The earliest written account of *ğallāba* in Egypt comes from Evliya Čelebi who, visiting the country in 1670-1 and the Sudan in 1671-2, refers to them as « dark-skinned people from Aswan, Ibrim and the Oasis » [3]. Because sources on the Egyptian trans-Saharan trade prior to the eighteenth century are scarce, yielding little information about its participants, data from the Ṭaḥṭāwī contracts are especially valuable. They show that certain Arab tribes, located on the periphery of Upper Egypt with contacts in both Egyptian towns and Sudanese settled areas, were in a clearly advantageous position to trade between the two regions. The majority of *ğallāba* seeking credit in one from or another from the Ṭaḥṭāwīs carried tribal names. Several are identified as « dark-skinned » (*aḥḍar al-lawn*) [4],

[1] On these titles in the eighteenth century, Walz, *Trade*, 79-80; on *ḫawāğa*, André Raymond, *Artisans et commerçants au Caire au XVIII^e siècle*, 2 vols. (Damascus, 1973-4), 411-12; as a title for leading merchants, including slave merchants, in the medieval period, Ira Marvin Lapidus, *Muslim Cities in the Later Middle Ages* (Cambridge, Mass., 1967), 127-9.

[2] As used in Walz, *Trade*, 71-2.

[3] *Seyahatname, X: Misir, Sudan, Habes* (Istanbul, 1938), 382.

[4] Color schema used by Arabic-speakers varied widely. In the Sudan, the « greens »

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confirming Čelebi's note, but only one or two carried « place-name » *nisab* indicating an origin or domicile in either Aswān, Ibrīm or the Oases (Ḫārğa or Dāḫla) [1].

Al-Hawwārī is perhaps the most significant and least surprising *nisba* [2]. A faction of the Hawwāra had been moved from Buḥayra province by Barqūq (when not yet sulṭan) in the fourteenth century to counter-balance the power of the Banū'l-Kanz in Nubia and the hostile Ğuhayna and Ğudhām tribes in Upper Egypt. By the fifteenth century they had proved stronger than the government had reckoned. « Capitals » were established at al-Minšā, Ğirğā and, at a later date, Faršūṭ [3]. Other tribal or tribe-related *nisab* appearing in the Ṭaḥṭāwī documents include al-Mizātī (of the Mizāta Arabs) [4], al-Ḫabbānī (of the Banū

included the ʿAbdullāb of northern Sudan : O'Fahey and Spaulding, *Kingdoms*, 30. In Egypt, a color classification was also applied to camels, horses, donkeys and other animals; *ğamal aḥḍar* refers to a camel with a brown coat of hair.

[1] Ḫamad ʿUmar Muḥammad al-Ğallāb al-Wāḥī (T, vol. 189, p. 159, n° 564, 1011/1603); al-Ḫāğğ Sālim ʿAlī Maḫlūf al-Wāḥī al-Qaṣrī and his cousin, al-Ḫāğğ Ibrāhīm ʿUmar Maḫlūf, both *ğallāb fī 'l-raqīq*, mentioned in SN, vol. 484, p. 201, n° 880 (1020/1612). Al-Qaṣr is located in Dāḫla oasis. Evidently, slaves from incoming caravans were sold to interested parties while passing through the oasis, and in this way may have fallen into the hands of oasis dwellers. Al-Ḫāğğ Sayf al-Dīn Yūsuf Mušayṭ, whose origins are not known, sold a black slave named Mubārak to Amīr Ḫusayn, the *kāšif* of al-Wāḥāt : T, vol, 187, p. 46, n° 139 (1009/1600).

[2] The following *ğallāba* have been noted in court records :

Aḥmad Yūsuf ʿAzūz al-Kāmilī al-Hawwārī and his brother, ʿAlī : SN, vol. 452, p. 516, n° 1389 (976/1569); SN, vol. 452, p. 520, n° 1400 (976/1569).

Ḫalīfa Ḫallaf Allāh Hārūn al-Kāmilī, Muḥammad ʿUmar Muḥammad Naʿmūš al-Hawwārī, Ismāʿīl Zā'ir Miyyāḥ al-Hawwārī : SN, vol. 452, p. 379, n° 1044 (977/1569).

ʿAlī Fāyid Ḫamūd al-Qawdisī (?) al-Sarāwī (of probable Hawwārī origin) : SN, vol. 452, p. 517, n° 1391 (976/1569).

Wanīs Ḫayāra al-Hawwārī al-Ğallāb : Arab, vol. 27, p. 391, n° 483 (1035/1626).

[3] On the Hawwāra, Garcin, *Un centre musulman*, 468 ff; P.M. Holt, « Hawwāra », *Encyclopedia of Islam*, 2nd ed., III, 299-300.

[4] *Ğallāba* noted :

Muḥammad Salāma Sulaymān « Abū Zurayd » al-Mizātī, ʿAbd al-Karīm Abū Bakr Muḥammad « Ibn Ḫālid » al-Mizātī : SN, vol. 483, p. 240, n° 977 (1019/1610).

In the fifteenth century, the Mizāta were located in Gīza province and near Alexandria; their trade, therefore, may have been in the direction of Libya. See Aḥmad al-Maqrīzī, *al-Bayān wa 'l-aʿrāb ʿamā bi-arḍ Miṣr min al-ʿarab*, ed. by ʿAbd al-Mağīd ʿĀbidīn (Cairo, 1961), 71.

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Ḥabbān, a branch of the Laḫm Arabs) [1], and al-Taytilāwī (from the village of al-Taytilīyya, near Manfalūṭ, the home of a branch of the Muġāriba Arabs) [2]. There seems to have been, in short, an intrinsic link between the location of bedouin settlements in Upper Egypt and the trade fortunes of certain Egyptian towns and cities near these settlements. No doubt bedouin *ǧallāba* proved themselves especially useful in guaranteeing the safe-passage of caravans through desert territories controlled by their tribal breathren.

Other travelling merchants mentioned in documents from the period carried *alqāb* suggesting origins in Upper Egyptian towns such as Aḫmīm [3], Ismant [4] al-Fišnā and, possibly, al-ʿArīn [5]. In this connection it is interesting to observe the absence of references to travelling merchants from Asyūṭ, Isnā, Banī ʿAdī and Darāw, cities and towns that grew prominent in the trade during the eighteenth and nineteenth centuries. It is also worth noting the number of references to Copts as travelling merchants and investors [6], and to North Africans, particularly

[1] *Ǧallāba* noted :

Ḥamad Manṣūr Muḥammad al-Ḥabbānī and his cousin, Sulaymān Abū 'l-Naṣr Muḥammad al-Ḥabbānī : SN, vol. 484, p. 201, n° 880 (1020/1612).

The Banū Ḥabbān used to live in Gīza on the east bank of the Nile, were later settled in Dār Fūr : *Bayān,* 60, 148; other branches of the Laḫm settled at Banī ʿAdī, the terminus of the *darb al-arbaʿīn* in the 17th-19th centuries : Garcin, *Un centre musulman,* 430.

[2] *Ǧallāba* noted :

Manṣūr Manṣūr ʿAbd al-Laṭīf al-Ǧāwalī al-Taytilāwī : SN, vol. 452, p. 241, n° 772 (977/1569).

ʿUṯmān Ḥassab Allāh ʿUṯmān « Ibn Qulayqiš » al-Taytilāwī : SN, vol. 480, p. 158, n° 439 (1014/1605).

ʿAbd al-Ǧawwād Ḥiǧāzī « Ibn Qulayqiš » al-Taytilāwī : *ibid.* and SN, vol. 483, p. 57, n° 263 (1018/1609).

On al-Taytiliyya, the Taytilāwī and their links with the Muġāriba, Walz, *Trade,* 14, 86-8.

[3] Yūsuf Sulaymān Yūsuf al-Aḫmīmī, *al-ǧallāb fī 'l-raqīq :* SN, vol. 480, p. 259, n° 697 (1014/1606); Yaḥyā al-Ṭaḥṭāwī was married to Ǧanna, daughter of al-Ḥāǧǧ Da'ūd Sulaymān al-Aḫmīmī al-Ǧallāb : SN 483, p. 189, n° 786 (1019/1610).

[4] See Document 2; on Ismant, Ramzī, II, 4, 241 (in Dāḫla oasis); II, 3, 175 (near Abū Qarqāṣ, Minyā province).

[5] See Document 1; a village of al-ʿArīn al-Qiblī is mentioned by Ramzī, near Dayrūṭ, Malawī province : II, 4, 63.

[6] See Document 2, referring to Armiyā al-Ismantī, partner of Ibrāhīm al-Ṭaḥṭāwī; also : Samʿān Sulaymān Farağ Allāh al-Fišnī al-Ǧallāb : SN, vol. 449, p. 149, n° 395 (971/1564); Buṭrus Miḫā'īl Barsūm al-Ǧallāb : SN, vol. 452, p. 517, n° 1391; Birṭā Šanūda Birṭā *al-mutasabbib fī 'l-raqīq :* SN, vol. 452, p. 520, n° 1400 (976/1569); Yaʿqūb Ǧirǧis al-Ǧallāb: SN, vol. 453, p. 152, n° 445 (977/1569).

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from the town of Misurāta, near Tripoli, and from the oasis of Awğila, south of Benghazi [1]. It is probable that North Africans favored the routes to western Sudan where their breathren had long-established contacts stretching from Borno to the region of Timbuktu.

Crediting

The Ṭaḥṭāwīs were intimately involved in long-distance trading and dependent upon the enterprise and success of men willing to risk their time, energy and even lives to bring back exotic goods from distant Sudan. The trade in Sudan luxuries was lucrative, but outlays were considerable. Ventures across the Sahara necessisitated the purchase or hire and provisioning of pack animals, dues to caravan leaders, payment of protection fees, payment of customs at both ends of the route and the cost of personal provisions. Few merchants may have been able to meet such expenses themselves, and almost all would have sought ways to share the risk. Thus, travelling merchants looked to investors in Egypt and the Sudan withwhom resources could be pooled.

The Ṭaḥṭāwīs were obvious sources, although other merchants in Cairo, ranging from clothsellers and stationers to Jews who specialized in retailing ostrich feathers, are known to have risked capital on the Sudan trade at this time [2]. Crediting was perhaps the simplest and commonest instrument of trade in Egypt and in many parts of the Middle East [3], much to the dismay of European traders who were forced to yield to the system in order to do business [4]. In long-distance trade, credit was obtained in several ways, either by simple declarations of indebtedness on the part of the recipients, through formal loans, called *qarḍ šarʿī*, or

[1] See Document 3; also : Abū Bakr ʿAlī al-Maġribī al-Misurātī, who died in Timbuktu according to papers registered in the Cairo courts : BA, vol. 109, p. 147, n° 391 (1036/1626). On Awğila and Ğālū, its nearby sister-oasis, Walz, *Trade*, 20-1.

[2] SN, vol. 452, p. 379, n° 1044 (977/1569); BA, vol. 111, p. 147, n° 496 (1038/1629); see also Walz, *Trade*, 100-9.

[3] Raymond, *Artisans*, 278-80; Halil Inalcik, « Capitalism in the Ottoman Empire », *J. Eco. and Soc. Hist. Orient*, XII, 1-2 (1969), 125-7; on lending in Ğidda in the early nineteenth century, John Lewis Burckhardt, *Travels in Arabia* (London, 1829), 39.

[4] Raymond, *Artisans*, 279; A.C. Wood, *A History of the Levant Company*, reprint (London, 1964), 214.

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by the setting up of partnerships between investors at home and merchants travelling abroad.

The Ṭaḥṭāwīs extended credit by all these means, recording the declared sums in their account books (*dafātir*, sing. *daftar*) [1] or registering the amounts in documents referred to as *mustanad* or *dayn* in legal parlance. Formal loans and partnership contracts (*ʿaqd al-širka*) were also recorded in the courts. In lending arrangements, interest rates are never mentioned, despite the fact it was customary practice elsewhere in the Ottoman empire, and they may well have ranged from 10 to 50 percent of the value of goods credited [2]. The unstated interest, according to Burckhardt, writing in the early nineteenth century, was quietly charged by lenders against goods brought back from the Sudan [3]. None of the loans extended by the Ṭaḥṭāwīs is described as *salaf* — interest-free — but in fact an accurate picture of interest as it was actually applied may not emerge until private account books of Egyptian merchants are studied.

The Ṭaḥṭāwīs were careful to have their loans secured, usually by accepting a guarantee from another party. In most cases, the guarantor would be a fellow travelling merchant. He would become *mutaḍāmin mutakāfil*, « mutually liable, mutually responsible », for the loan. Additionally, a time period was often set, usually four or six months [4], though little heed was given to it. Burckhardt, for instance, noted that delays in repayment were common in nineteenth-century Ǧidda, commenting, « as a general rule in Egypt and Syria, that assignments are never fully paid till after a lapse of nearly double the time named » [5]. Similar delays were commonly assumed by the Ṭaḥṭāwīs and, apparently, equally ignored by them. One of their debtors, ʿUṯmān Ḫassab Allāh « Ibn Qulayqiš » al-Taytilāwī, a *ǧallāb*, borrowed 63 dinars from Ḫawāǧa Yaḥyā in 1605 with the stipulation that the sum be repaid in six months' time. Four years later, ʿUṯmān and his colleague (and guarantor of the loan) were able to borrow an additional

[1] Ḫawāǧa Yaḥyā's account book is referred to in SN, vol. 484, p. 240, n° 977 (1019/1610).

[2] Inalcik, 101, 106; Ronald C. Jennings, « Loans and Credit in Early 17th Century Ottoman Judicial Records », *J. Eco. and Soc. Hist. Orient*, XVI, 2 (1973), 184; in the nineteenth century, see John Lewis Burckhardt, *Travels in Nubia*, 2nd. ed., reprint (London, 1968), 272.

[3] Burckhardt, *Nubia, loc. cit.*

[4] SN, vol. 452, p. 517, n° 1391 (976/1569); SN, vol. 480, p. 158, n° 439 (1014/1605); SN, vol. 483, p. 240, n° 977 (1019/1610).

[5] *Arabia*, 40.

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30 dinars, though the earlier debt remained unpaid [1]. Many debts seem to have been used as grounds to negotiate new loans; the majority of Ṭaḥṭāwī loan agreements — and partnership contracts as well — refer to outstanding debts. In any event, it becomes clear they, especially Ḫawāǧa Yaḥyā, had continuous and long-standing business associations with a variety of travelling merchants.

Some borrowers were obliged to pledge property in order to secure loans. Ra'īs ʿAlī Sālim Salāma « Ibn al-Bakrī » al-Saḫāwī, a Nile boat captain, and two nephews borrowed 46 dinars from Ḫawāǧa Yaḥyā in 1612, depositing a boat (*qārib ʿušārī*), capable of carrying 50 ardebs, as security [2]. Yet pledging (*rahn*) was not as common as might be expected, no doubt because the Ṭaḥṭāwīs' debtors were travelling merchants whose best guarantee was to return safely from the Sudan with goods they so needed.

Partnerships

Partnerships were of two sorts : unilateral and bilateral *commenda* [3]. In the former case, the Ṭaḥṭāwīs contributed the capital while their partners contributed the necessary labor; profits from the venture were split evenly. In the second type, both partners contributed the company capital, and profits were divided according to the shares, usually on a fifty-fifty basis as well. Most contracts involved two partners or two sets of partners (as in Document 1, where two of the three partners contribute fifty percent of the capital and the third contributes the remaining half). The bilateral *commenda,* or *societas,* seems to have been the favored type of arrangement, but until a study is made of crediting in sixteenth- and seventeenth-century Egypt, the Ṭaḥṭāwī documents are our only guide.

The amount of capital invested in some companies cannot have been high in terms of contemporary great-merchant standards, yet it was probably not inconsiderable in terms of what the average Cairene merchant could expend. Yūsuf Jamāl

[1] As noted in the new *mustanad,* SN, vol. 483, p. 57, n° 263 (1018/1609).

[2] SN, vol. 484, p. 201, n° 880 (1020/1612).

[3] On medieval European and Muslim partnerships, see Robert S. Lopez and Irving W. Raymond, *Medieval Trade in the Mediterranean World* (New York, 1955), 174-211; Abraham L. Udovitch, *Partnership and Profit in Medieval Islam* (Princeton, 1970), 180-3; for the eighteenth century, Raymond, *Artisans,* 301-5.

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al-Dīn al-Ṭaḥṭāwī invested 175 dinars in a partnership with Muḥammad Marʿī al-ʿArīnī in 1563 (Document 1); Ibrāhīm Mūsā al-Ṭaḥṭāwī contributed 207 dinars to a company set up in 1568 between him and Ǧibrīl Ayyūb al-Misurātī (Document 2) At this time, Ḫān al-Baq, a caravansary near al-Azhar, was rented for 64 dinars (2,760 *niṣf fiḍḍa*) per year, and half a house could be purchased for 240 dinars; a white *mamlūk* sold for as much as 220 dinars at the beginning of the seventeenth century [1]. Yet most investments averaged between 20 and 40 dinars, about the price of a black female slave in the early seventeenth century [2].

In his study of partnerships in medieval times, Udovitch points out that goods could not be contributed by one or more of the partners [3], and sixteenth-century contracts follow the regulation by stating the capital sum in terms of recognized local currency, usually « newly minted gold imperial coin » (*min al-ḏahab al-sulṭānī al-ǧadīd*) [4]. At the same time contracts never fail to itemize the goods on which the joint capital was spent, so the reference to coin in these documents may simply have been in fictional accordance with Islamic law. There seems little doubt, for example, that the *nābulsī* cloth itemized in a partnership between a *ǧallāb* and al-Ḥāǧǧ Surūr Mūsā, a merchant in the Sūq al-Nābulsī, would not have come from al-Ḥāǧǧ Surūr's own stock [5].

The coin contribution of each partner was « solidified » and « fused », in the language of contracts, « till they become a single [capital] sum », which was then used to purchase specified goods in Cairo. The travelling partner was equipped with camels, if he did not contribute them to the joint stock, and was given formal permission by the investing partner to take the goods to the Sudan where they were to be exchanged « by cash or barter » for slaves, camels, feathers or gold

[1] Walz, « Wakālat al-Ǧallāba », 220; SN, vol. 452, p. 531, n° 1430 (976/1569); BA, vol. 81, p. 121, n° 415 (1012/1603).

[2] Fāṭima « al-Maġribiyya al-Sūdā » was sold for 37 dinars by Yaḥyā in 1610 : SN, vol. 483, p. 153, n° 660 (1019); Sālim, a black slave, was purchased for 36 dinars in 1596 : BA, vol. 62, p. 428, n° 1231 (1005); and two black slaves were valued in 1617 at 24 dinars each : Arab, vol. 23, p. 41, n° 73 (1026).

[3] *Partnership and Profit, loc. cit.*

[4] The formula was sometimes expressed *min al-ḏahab al-šarīfī al-sulṭānī al-ṭayyib al-wazn al-ǧadīd al-haqānī.* On coin formularies, Jeanette A. Wakin, *The Function of Documents in Islamic Law* (Albany, N.Y., 1972), 53; on the *šarīfī muḥammadī,* a gold coin minted in Cairo at this time, Raymond, *Artisans,* 28 ff.

[5] SN, vol, 452, p. 379, n° 1044 (977/1569).

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dust [1]. The travelling partner was allowed wide lattitude in his dealings abroad, specifically in choosing what goods to ship back to Egypt, and, if he himself could not accompany them on the return trip, he could entrust them to an agent of his choice. Both were bound by contractual agreement to sell the goods to the investing partner.

It was the general rule in the Muslim law of contracts to divide profits — called *ribḥ, yusra* or *fā'ida,* and always preceded in the documents by the pious phrase « that which God Almighty furnishes » — according to the shares of company capital (*ra's al-māl*) contributed by each partner [2]. Sixteenth-century Egyptian documents show that special arrangements were concluded between the partners to account for the labor contributed by the travelling partner. In a contract drawn up in 1563 (Document 1), two out of a total of 24 parts (*sahm,* pl. *ashum*) of the company profits are reserved for the travelling partner's assistant (*ʿāmil*) [3]; the remaining 22 parts are to be evenly split between investing and travelling partners. In other examples the travelling partner agrees to contribute his labor « for the benefit of [his] partners » (Document 2), or for a small extra share, sometimes one-eighth of one twenty-fourth part (Document 3).

Before profits were divided, the travelling partner was allowed to deduct his business expenses. Contracts always enumerate such deductions (*iḫrağāt*) by formula as *al-mawn,* the cost of food and board, *al-kulaf,* or day-to-day expenses, or *ḥaqq Allāh,* « God's right ». The latter may have covered unexpected expenses in the Sudan, such as could not be determined beforehand in Egypt, or may even have referred to illegal but habitual extortions that government officials in Upper

[1] Good enumerated for purchase in the Sudan may have been suggested by time-honored legal formulas, established centuries earlier, rather than have corresponded to goods current in Sudanese markets. Ivory was a staple of the trans-Saharan trade, yet is curiously missing from these lists.

[2] Udovitch, *Partnership and Profit,* 190-203. He cautions, « Solely on the basis of legal sources, it is not possible to know what the accepted standard division was, if indeed any standard practice at all existed on this point » (p. 190).

[3] Or agent, or accountant. In early medieval times, administrative accountants took this title : Hassanein Rabie, *The Financial System of Egypt, AH 564-741 / AD 1169-1341* (Oxford, 1972), 158; in the eighteenth century, it was used for agents in some contexts : Helen Anne B. Rivlin, *The Agricultural Policy of Muhammad ʿAli of Egypt* (Cambridge, Mass., 1961), 21 and 317, note 27.

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Egypt levied on caravan traffic. In Document 2, the phrase *al-kulaf al-wāǧiba šarʿan wa ʿāddatan* is employed, which could be interpreted as any necessary expense incurred under Islamic law (i.e. customs charged on imported merchandise) or in accordance with the commercial customs of marketplaces outside Egypt. Even in early medieval times, bribes came to be a legitimate business deduction, and there can be little doubt that merchants travelling between Egypt and *bilād al-Sūdān* in the sixteenth century were as plagued with this problem as they were in the eighteenth [1].

Goods Invested

Goods invested in partnerships were, first and foremost, textiles of various sorts which proved or were believed marketable in the Sudan. They were usually cotton stuffs, assigned the general term *qumāš,* and included tobes manufactured in Maḥalla al-Kubrā (for example, *qumāš maḥallāwī wusṭānī* / medium-width Maḥalla cloth) [2], printed cottons from Ḥama (*qumāš ḥāmāwī*) [3], cottons from Nablus (*ṭawb nābulsī*) [4] and white or unbleached muslins from India, popularized under the name *ṭawb ḥiǧāzī* [5]. A textile called *kandakī,* often dyed blue, is frequently mentioned; it appears to have been a coarse cotton material of probable Indian manufacture [6]. Another cloth, called *fazārī,* cannot be identified; it may

[1] Udovitch, *Partnership and Profit,* 230-5; Walz, *Trade,* 53-8.

[2] SN, vol. 452, p. 241, n° 772 (977/1569).

[3] SN, vol. 452, p. 517, n° 1391 (976/1569). On the textiles of Ḥama, J. Gaulmier, « Note sur les toiles imprimées de Hama », *Bull. d'études orientales,* VII-VIII (1937-8), 265-79. In the nineteenth century, Burckhardt refers to woolen abas made in Ḥama and sold in Mecca : John Lewis Burckhardt, *Travels in Syria* ... (London, 1822), 147; Burckhardt, *Arabia,* 121.

[4] SN, vol. 452, p. 379, n° 1044 (977/1569); on them in the nineteenth century, Burckhardt, *Arabia,* 121; in Cairo they were sold at Wakālat al-Tuffāḥ : Raymond, *Artisans,* 323; in another *Maḥkama* document they are described as having « bands running across and up and down » : SN, vol. 483, p. 240, n° 977 (1019/1610).

[5] *Ḥiǧāzī samārī* (unbleached *ḥiǧāzī?*) : see Document 1; further on *ḥiǧāzī* cloth, Walz, *Trade,* 40-1. There was no textile manufactory in Ḥiǧāz (Burckhardt, *Arabia,* 44, 187), but Indian muslin (cambric) was used to make the pilgrim's *iḥram* and was ordinarily worn by the « middle classes » (*ibid.,* 37, 183-4).

[6] On the term, R. Dozy, *Supplément aux dictionnaires arabes,* 2 vols., reprint (Beirut, 1968), II, 500 (*ṭiyāb kundakiyya*), and Ali Akbar Dikhoda, *Loghat-Nama,* Letter K, fasc. 3 (Tehran, 1973), 247. Both authorities

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have been a local cotton made expressed for the trade with Sudanese Fazāraland [1]. *Muẓaffar* cloth, itemized in several contracts, may have been the name given to a kind of luxurious material made for royalty [2]. *Maqsaᶜārī* cloth, mentioned in other documents, also defies identification [3]. Cloths were shipped by *kūrğa* (bale or bundle); the term appears related to *carga,* a medieval unit of weight known in Europe, measuring between 300 and 400 lbs. and equivalent, therefore, to a camel load [4].

Other goods sent from Cairo at this time include beads, necklaces (*šuᶜūr*) [5], agates (*jazᶜ*) and carnelions, tin, and copper bars, chains (*mirbaṭ*), files [6] and,

refer to al-Muqaddasī's geography, *Iḥsān al-taqāsīm fī-maᶜrifat al-aqālīm,* ed. J. de Geoje, vol. III of his *Bibliotheca Geographorum Arabicorum* (Leiden, 1906), 442, in a section dealing with the products of Persia.However, Professor K.N. Chaudhuri of the School of Oriental and African Studies, University of London, advises the author that it may be equated with the Indian textile called Candaki or Canekeen, referred to in John Irwin and P.R. Schwartz, *Studies in Indo-European Textile History* (Ahmedabad, 1966), 60, and William Foster, *The English Factories in India 1618-1621* (Oxford, 1906), 95. The cloth was woven in Broach. Irwin and Schwartz to the contrary, *kandakī* cloth continued to be manufactured in India until the early nineteenth century, for a guild of *teinturiers de toile dite Dandaki au Caire* appears in André Raymond's, « Une liste des corporations de métiers au Caire en 1801 », *Arabica,* 4, 2 (1957), 157, n° 67. *Dandaki* is no doubt an error for *Kandakī.* The author is most grateful to Dr. Chaudhuri for his advice and references.

[1] Document 1; also SN, vol. 480, p. 158, n° 439 (1014/1605). The wording in Document 1 is *qumāš maḥallāwī fazārī,* suggesting the textile was manufactured in Maḥalla. In the early nineteenth century, it is interesting to note that a cloth called « freezy » was exported from the Sudan to North Africa (George F. Lyon, *A Narrative of Travels in Northern Africa in the Years 1818, 19, and 20* [London, 1821], 155); it might be suggested that trade-names survived « in the provinces » long after they disappeared in urban centers, in which case « freezy » cloth might have been a corruption for « fazārī » cloth.

[2] SN, vol. 483, p. 240, n° 977 (1019/1610). On the term, Dozy, *Supplément,* II, 83. They were costly, being valued in 1610 at 3 ½ dinars a-piece.

[3] SN, vol. 452, p. 516, n° 1389 (976/1569); SN, vol. 452, p. 517, n° 1391 (976/1569). Lyon lists a « Massaquari » cloth among the export of the Sudan to North Africa (*loc. cit.*).

[4] See Lopez and Raymond, 131; *The Compact Edition of the Oxford English Dictionary* (New York, 1973), I, 340, column 119.

[5] From *šaᶜīra,* a barley-shaped hollow bead : E.W. Lane, *The Manners and Customs of the Modern Egyptians,* Everyman Edition (New York, 1963), 572.

[6] SN, vol. 449, p. 149, n° 395 (971/1564); for tin (*qaḏdīr*), SN, vol. 484, p. 201, n° 880 (1020/1612).

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in the early part of the seventeenth century, soap and coffee [1]. Of these goods, beads were probably the most important in terms of exchange value in the Sudan. None of the documents from the late sixteenth century mentions cowries (*wadᶜ* or *kawda*), though Cairo seems to have a major market for them in medieval times [2].

DOCUMENT 1 (Pl. III, A)

Source : SN, vol. 449, p. 13, nº 17.

Date : 10 Rabīᶜ II 971/26 November 1563.

تصادق يوسف بن جمال الدين منصور الطحطاوى المتسبب بالرقيق مع محمد بن مرعى بن سليمان العرينى المرشدى الجلاب بالرقيق على ان يقبض على سبيل الشركة الشرعية من الذهب السلطانى الجديدة ماية دينار وخمسة وسبعون دينارا بينهما وعلى انهما شتريا قماش محلاوى فزارى خمسماية ثوب وخمس كوارج ازرق كندكى وكورجتين حجازى سمارى وكورجة ونصف مربط ونصف حمل نحاس قضيب وطيب ومبرد معلوم ذلك عندهما شرعاً وتسلم ذلك محمد المذكور وعون بن سلام بن عون الشهير بالعرينى المرشدى العامل مع محمد المذكور تسلماً شرعياً على أن يسافر بذلك محمد وعون العامل المذكور إلى بر السودان فزارة وغيرها ويبيع ذلك محمد المذكور بمعرفة عون المذكور بالجمال والرقيق والتبر ويحضرا بذلك الى القاهرة المحروسة ويبيعا بمعرفة يوسف المذكور اعلاه ومهما اطلعه الله تعالى من ذلك من ربح ويسرة من فايدة بعد اخراج راس المال والمون والكلف وحق الله بعد ان وجب ويكون ذلك مقسوم بينهما على ما يفصل فيه ما هو لعون العامل فى نظير عمله مع محمد المذكور سهمان والباقى وهو اثنان وعشرون سهم بين يوسف وبين محمد المذكورين بينهما سويه حسبما تعاقدا على ذلك بالايجاب والقبول بذلك وتصادقا على ذلك واشهد عليه عون المذكور انه ضمن محمد بن مرعى المذكور فى الاحد واربعين دينارا الذهب السلطانى الجديدة

[1] SN, vol. 483, p. 240, nº 977 (1910/1610). Soap is listed as *ṣābūn qudsī*, indicating its Palestinian origin.

[2] On cowries and exports to the Sudan from Egypt, see the author's, « Trade between Egypt and *Bilād al-Takrūr* », paper presented at the Conference on the Economic History of the Central Savanna, Kano, Nigeria, January, 1976, 18-22.

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المكتتبة ليوسف المذكور على محمد المذكور بجملة السابقة ما اصلحه a) المشموله لهما من عمر اخيه الغائب فى الذمة والمال والحالات الستة وضمن ايضاً عون المذكور من عمر المذكور ليوسف المذكور فى الثلاثة عشر دينارا المسطرة بجملة السابقة ما اصلحه قبل تاريخه فى الذمة والمال واشهد عليه عون ببقاء الدين المكتتبة عليه ليوسف قبل تاريخه بجملة السابقة قبل تاريخه (غاية باق) a) الى تاريخه واعترف محمد المذكور ببقاء الشركة السابقة على الشركة المذكورة المسطرة بجملة السابقة قبل تاريخه ما بها (ناص) a) حكمها الى تاريخه وتصادقوا على ذلك والحاكم الثبوت والحكم فى ذلك وبه شهد .

Document 1, Translation

Agreed between Yūsuf b. Ǧamāl al-Dīn Manṣūr [1] *al-Ṭaḥṭāwī, retailer in slaves, and Muḥammad b. Marʿī b. Sulaymān al-ʿArīnī al-Muršadī, travelling merchant in slaves.*

That [*Muḥammad*] *has received by means of a legal partnership existing between them 175 new gold imperial dinars on condition that they* [*be used to*] *purchase 500 Maḥālla-made* fazāri *cloth tobes, five bundles of blue* Kandakī *cloth, two bundles of unbleached* ḥiǧāzī *cloth, one and a half bundles of chains, and half a load of tin, scents and files, the total amount of which is legally determined by them;*

That [*these goods*] *have been delivered to the said Muḥammad and to ʿAwn b. Salām b. ʿAwn, known as al-ʿArīnī al-Muršadī,* ʿāmil *of the said Muḥammad, the delivery being legally made on condition that Muḥammad and the said* ʿāmil, *ʿAwn, travel with* [*the goods*] *to the land of the Blacks, Fazāra and elsewhere, and* [*that*] *the said Muḥammad with the said ʿAwn's knowledge will sell them for camels, slaves, gold dust, and will accompany them to Cairo the Well-Guarded, and will sell them with the acknowledgement of the said Yūsuf above;*

That what God Almighty furnishes them in revenue and gain in profit, after deduction for capital, provisions, day-to-day expenses and « God's right, » as is warranted, division among them will be made as has been agreed upon : the [*share*] *of ʿAwn, the* ʿāmil, *in recompense for his work with the said Mūḥammad, will be two parts;*

a) unclear.

[1] Manṣūr is clear in the text but would seem to be an error for Mūsā.

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the remainder, which is twenty-two parts, will be [*divided*] *between the said Muḥammad and Yūsuf, evenly, in accordance with an agreement reached by consent and acceptance;*

That the said ʿAwn has testified he guarantees [*the debt of*] *the said Muḥammad b. Marʿi for 41 new gold imperial dinars, which had been registered in Yūsuf's name by the said Muḥammad covering an outstanding sum which had been agreed to in a settlement reached between them and ʿUmar, an absent brother,* [*such sum covering*] *the debt, capital, and the « six conditions »* [1];

That the said ʿAwn also [*agrees to*] *guarantee* [*a debt owed by*] *the said ʿUmar* [*amounting to*] *13 dinars, written down as an outstanding debt as agreed upon in a settlement before this date* [*and*] *covering debts and capital;*

That ʿAwn testifies that he continues [*to owe*] *a debt registered before this date* [*in the name of*] *Yūsuf, the outstanding sum* [*of which*] *continues* [*in force*] *to this time;*

That the said Muḥammad recognizes the continuing implementation of the former partnership [*that had existed between the parties*] *as distinct from the* [*present*] *partnership, the total amount having been registered before this date, including what is provided in terms up to this time;*

That this has been mutually agreed upon, that the witnesses have sworn testimony before the Judge which has been adjudicated and attested.

DOCUMENT 2 (Pl. III, B)

Source : SN, vol. 452, p. 157, nº 438.

Date : 29 Ḏū'l-Ḥiğğa 974 / 7 July 1567.

تصادق ابراهيم بن الحاج موسى بن جمال الدين الشهير بالطحطاوى وموسى بن خليفة بن سالم عرف بالعتلى وهو اخضر اللون عربى الوجه متفروق الحاجبين بالحية دائرة شمطا معتدل

[1] The text is obscure; the last four terms of the agreement refer to past commercial arrangements, some of them involving one ʿUmar, who was absent from the proceedings but who appears to have concluded several partnerships with Yūsuf al-Ṭaḥṭāwī at an earlier time. The « six conditions » probably refer to religious principles underlying correct trade procedures.

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القامة تصادقاً شرعياً وهما لحال الصحة والسلامة والطواعية والاختيار على ان الذى يستحقه ابراهيم المذكور وارميا بن [ ] الشهير بالاسمنتى النصرانى اليعقوبى بذمة موسى المذكور من الذهب السلطانى الجديدة تسعون دينارا مقسوم لهما بذلك على حكم المحلول وان ذلك بدل قبض شرعى اقترض ذلك بينهما على ما بين فيه ما هو لابراهيم الطحطاوى المذكور من ذلك ستون دينارا وما هو لارميا المذكور الثلاثون دينارا ولا لباقية واقر موسى المذكور بملاته وقدرته على ذلك وتصادقا على ذلك وعلى ان الثلاثة المذكورين اعلاه اخرجوا من مالهم وصلب حالهم من الذهب السلطانى الجديدة ماية دينار وثمانون دينارا ما اخرجه موسى المذكور من ذلك تسعون دينارا وما اخرجه ابراهيم وارميا المذكورين اعلاه التسعون دينارا الباقية ما هو من ابراهيم ستون دينارا وما هو من ارميا المذكور ثلاثون دينارا وخلطوا ذلك حتى صار مالا واحداً واشتروا بذلك خمسة وثلاثون كورجة كندكى وجملين وتسلم ذلك جمعية موسى المذكور وعلى انهما اذنا له ان يسافر بذلك الى بلاد السودان وان يبيع ذلك بالرقيق والريش وغير ذلك مما احب واختار ويحضر بذلك للديار المصرية صحبته او صحبة من يثيق به يبيع ذلك بهما ولهما اطلعه الله تعالى من ذلك من ربح ويحق من فايدة بعد اخراج راس المال والمون والكلف الواجبة شرعاً وعادة يكون ذلك مقسوم بينهما على ما يفصل فيه ما هو لموسى المذكور النصف من ذلك وما هو لابراهيم وارميا النصف الباقى حسبما تعاقدوا على ذلك بالايجـاب والقبول وعلى ان موسى المذكور متبرعاً بالعمل فى حسنة شريكيه المذكورين اعلاه وثبت الاشهاد عليهما بذلك لدى الشيخ نور الدين على الطايف الحنبلى ايدو الله تعالى باعترافهما بذلك سوية وشهادة شهوده ثبوتاً شرعياً وحكم بموجب التصادق على الدين المذكور فيه على الحكم المذكور حكماً صحيحاً شرعياً تاماً مقبراً مرضياً مسئولا فى ذلك مستوفياً شرايطه الشرعية بعد تقـدم دعوة شرعية صدرت بينهمـا فى ذلك لديه وبه شهد .

Document 2, Translation

Agreed between Ibrāhīm b. al-Ḥāǧǧ Mūsā b. Ǧamāl al-Dīn, known as al-Ṭaḥṭāwī, and Mūsā b. Ḫalīfa b. Sālim, known as al-ʿAtalī, whose description is : dark-skinned, Arab in face, medium height, unbroken eyebrows with a fringe of grey hairs : [*this being*] *a legal agreement* [*concluded*] *while they are in good health, peace of mind, being made without constraint and in complete freedom;*

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That the 90 new gold imperial dinars which the said Ibrāhīm and Armiyā b. (blank), known as al-Ismantī, a Jacobite Christian [1], *owed to the said Mūsā that* [*before*] *had been divided between them is* [*now*] *acquitted, and that it has been replaced by a legal loan contracted between them on the following basis: that belonging to the said Ibrāhīm al-Ṭaḥṭāwī, 60 dinars of the amount; that belonging to the said Armiyā, 30 dinars, there being no balance;*

That the said Mūsā declared publicly and in firm voice to this effect and they had mutually agreed to it;

That the three forementioned have given up claims to their [*individual*] *wealth, have solidified their* [*mutual financial*] *situation* [*to the sum of*] *180 new gold imperial dinars; that which the said Mūsā gave up being 90 dinars; that which the said Ibrāhīm and Armiyā gave up being the remaining 90 dinars, of which 60 dinars belongs to Ibrāhīm and 30 dinars belongs to the said Armiyā;*

That they have fused [*their shares*] *till they become a single capital sum and have purchased with it 35 bundles of* Kandakī *cloth and two camels; that the whole has been delivered to the said Mūsā on condition that they grant him permission to travel with it to* bilād al-Sūdān, *and that he purchase slaves, feathers and other goods with it as he so wishes and chooses; that he accompany the goods to Egypt or entrust them to a man* [*he chooses*], *and that he sell the goods to them;*

That what God Almighty furnishes them from these goods in revenue and gain from profit, after deducting for capital, provisions and expenses warranted by law and custom, will be divided amongst them as is detailed [*herein*] *: that belonging to the said Mūsā, half of the amount; that belonging to Ibrāhīm and Armiyā, the remaining half, in accordance with an agreement reached by consent and acceptance;*

That the said Mūsā will contribute his labor [*freely*] *for the benefit of his two forementioned partners;*

Testimony was given to this effect before Šayḫ Nūr al-Dīn ʿAlī al-Ṭā'if al-Ḥanbalī [2], *may God support him, with the recognizance* [*of the parties*] *to this equally; the witnesses to the testimony being legally constituted;*

[1] *i.e.* Copt.

[2] Šayḫ Nūr al-Dīn was the Ḥanbalī *ʿadl*, or official court witness, attached to the Maḥkama al-Ṣāliḥiyya al-Nağmiyya at this time (information kindly provided by Dr. Salwā ʿAlī Mīlād); he is also mentioned in Document 3.

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That the said debt has been adjudicated according to mutual agreement, judgment being sound, legal, complete, considered, satisfactory, accountable, the legal conditions having been met after a legal plea emanating between them had been entered; in his presence and acknowledged by him.

DOCUMENT 3 (Pl. IV)

Source : SN, vol. 452, p. 282, nº 768.

Date : 17 Rabīʿ I 976 / 9 September 1568.

تصادق ابراهيم بن موسى بن جمال الدين الطحطاوى التاجر فى الرقيق وجبريل بن أيوب بن مخلوف المسراتى وصلا انه اخضر للون عربى الوجه متفروق الحاجبين للحية سودا دايرة شعر لست بيض تصادقاً شرعياً وهما بحال الصحة والسلامة والطواعية والاختيار على انهما على سبيل الشركة الشرعية المبلغاً قدره من الذهب السلطانى الجديدة البار الوازن معاملة تاريخه الديار المصرية مائتا دينار وسبعة دنانير وسبع جمال مخلفتين [ ] *a)* والاوان سوية لهما وانهما خلطا ذلك حتى صار مالاً واحداً وعقدا على ذلك عقد الشركة الشرعية وتسلم ذلك منهم جبريل المذكور اعلاه واذن ابراهيم المذكور [لجبريل] المذكور اشترى بذلك ما احب واختار واصناف البضائع والمتاجر ويسافر بذلك الى بلاد السودان ويبيع ذلك بالنقد والعرض مهما احب واختار الرقيق والجمال والريش وغير ذلك ويحضر بذلك صحبته الى الديار المصرية ويبيع بالنقد والعرض بقبض ثمنه ومهما يطلعه [الله] من ذلك من ربح ويسرة من فايدة بعد اخراج راس المال والمون والكلف والاجر وحق الله ان وجب يكون ذلك مقسوماً بينهما على اربعة وعشرين جزوا ما هو لجبريل المذكور أعلاه من ذلك اثنا عشر جزوا وثمن جزو فى نظير ماله وعمله وما هو لابراهيم المذكور باقى ذلك حسبما تعاقدا على ذلك بالايجاب والقبول الشرعى وتصادقا على ذلك وعلى بقا احكام الشركة التى بينهما وبين موسى والد ابراهيم المذكور أعلاه قبل تاريخه من مبلغ قدره من الذهب السلطانى الجديدة سبعون دينارا مشاركة ما هو لابراهيم ووالده موسى النصف من ذلك وما هو لجبريل المذكور النصف الباقى من ذلك الموضوعة تحت يد جبريل المذكور ومن عبد اسود وجملين معلوم

a) unclear.

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ذلك لهما شرعاً المقرر[a] ذلك لابراهيم وموسى النصف الباقى لجبريل المذكور اعلاه تحت يد جبريل المذكور وان يبيع ذلك بالنقد ولعرض بما احب واختار وان يدبّر ذلك من يده خالياً [بعد] [a] حالا والوفاء من وقت ومهما يطلعه الله من ذلك من ربح ويسرة من فايدة بعد اخراج ما يجوز اخراجه شرعاً يكون ذلك مقسوماً بينهما على أربعة وعشرين جزوا ما هو لجبريل المذكور اثنا عشرة جزوا وثمن جزو وما هو لابراهيم ووالده باقى ذلك حسبما تعاقدوا بذلك الايجاب والقبول الشرعياً قبل تاريخه تصادقا على ذلك واقر كل من ابراهيم وجبريل المذكورين اعلاه الاقرار الشرعى انه لا استحق على الاخر من سائر الاسباب كلها حقاً مطلقاً ولا استحقاً ولا دعوى ولا طالباً بوجها ولا سبب ولا فضة ولا ذهب . . .

. . . وحكم فى ذلك الشيخ نور الدين ابى الخير على الطايف الحنبلى . . . وبه شهد .

Document 3, Translation

Agreed between Ibrāhīm b. Mūsā b. Ǧamāl al-Dīn al-Ṭaḥṭāwī, merchant in slaves, and Ǧibrīl b. Ayyūb b. Maḫlūf al-Misurātī, whose description is : dark-skinned, Arab in face, separated eyebrows, beard black and rounded without white hairs : [*this being*] *a legal agreement* [*contracted*] *while they are in good health, peace of mind, being made without constraint and in complete freedom;*

That they have formed a partnership to the amount of 207 new gold imperial dinars of clear [1] *weight* [*and*] *current Egyptian mint, and* [*including*] *seven camels of different* [*breeds?*] *and color,* [*the amount*] *belonging to them in equal portions;*

That they have fused [*their shares*] *till they become a single capital sum, and have drawn up a legal partnership agreement,* [*that the capital*] *has been delivered to the forementioned Ǧibrīl and that the said Ibrāhīm has given Ǧibrīl permission to purchase with it what he wishes and chooses by way of goods and merchandise and to travel with it to* bilād al-Sūdān, *to buy there with cash or by barter what he wishes and chooses of slaves, camels, feathers and other goods; to accompany them to Egypt to sell them by cash or barter, thereby receiving its price;*

That what God furnishes them in revenue and gain from profit, after deducting for capital, provisions, expenses, wages and « God's right », as is warranted, be

a) unclear.

[1] *al-bar al-wāzin* (?).

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divided between them on the basis of twenty-four parts; that belonging to the forementioned Ǧibrīl will be twelve parts and one-eighth of a part in recompense for his investment and labor; that belonging to the said Ibrāhīm, the balance of that, in accordance with an agreement reached by consent and acceptance;

That they have mutually agreed to this and to the continuance of the terms of a partnership previously entered into by them and by Mūsā, father of the forementioned Ibrāhīm, amounting to 70 new gold imperial dinars, jointly shared; that belonging to Ibrāhīm and his father, Mūsā, being half; that belonging to the said Ǧibrīl, the remaining half; [*that there*] *remains in the hands of the said Ǧibrīl a black slave and two camels* [*whose value is*] *legally determined by them; that the* [*shares*] *have been established at half for Ibrāhīm and Mūsā* [*though still remaining*] *in the hands of the foremention Ǧibrīl; that he will sell them by cash or by barter as he wishes and chooses and that he has a free hand to arrange this* [*from the present date ?*] *until the completion of time;*

That what God Almighty furnishes them in revenue and gain from profit, after deducting what is legally permitted, will be split between them on the basis of twenty-four parts : that belonging to the said Ǧibrīl will be twelve and one-eighth parts; that belonging to Ibrāhīm and his father, the balance, as in accordance with an agreement reached by consent and acceptance prior to this date;

That they have mutually agreed to this, and that the forementioned Ibrāhīm and Ǧibrīl have made a legal declaration that neither is liable to the other regarding their entire association in any way, that they have no right [*on each other*], *nor claimant nor applicant on their behalf, nor goods, nor silver, nor gold ...* [1].

... Adjudicated before Šayḫ Nūr al-Dīn Abū'l-Ḫayr ʿAlī al-Ḥanbalī ... in the presence of witnesses and acknowledged by him [2].

[1] Followed by the usual formula stipulating that neither party had a claim on the other. According to classical laws affecting *commenda*, partners were not liable to debts incurred by others. See Udovitch, *Partnership and Profit*, 238-42.

[2] The script at the end of this document, which occurs at the bottom of the court *siǧill*, is illegible. The beginning and end of the final sentence, however, suggests the usual formula concluding contracts, as per Document 2.

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A. — Document 1.



B. — Document 2.

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Document 3.

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