

The Genoese Travelling Merchant in the Twelfth Century

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The medieval travelling merchant, because he contributed less capital than his associates or nothing at all to commercial contracts, has been considered the junior member of these contracts. Consequently he has received little attention and even less regard. Scholars interested in the origins of modern capitalism have concentrated upon the stay-at-home investor, the heaviest, often the only contributor to the commercial contracts. They have passed over the work and contributions of the travelling merchant who was away from home for most of the year, often for more than a year¹. In the late nineteenth and early twentieth centuries several German scholars looked upon the travelling merchant as an employee of the investor, as a man comparable to the journeyman in an industrial craft because he had few or no fiscal resources of his own. Werner Sombart looked upon him as akin to a small or lower class craftsman, as an "artisan of

¹ A. Sayous, "Les opérations du capitaliste et marchand marseillais Etienne de Manduel entre 1200 et 1230", in *Revue des questions historiques*, 16 (1930), pp. 5-29 and "L'activité des deux capitalistes-commerçants marseillais au XIII siècle: Les Manduels", in *Revue d'histoire économique et sociale*, 17 (1929), pp. 137-155; Michael M. Postan, "Partnership in English Medieval Commerce" in *Studi in Onore di A. Armando Sapori* (2 vols., Milano, 1957), I, pp. 519-549. Others have concentrated upon the structure of the commercial contracts. Eugene H. Byrne, "Commercial Contracts of the Genoese in the Syrian Trade of the Twelfth Century" in *Quarterly Journal of Economics*, XXXI (1916-17), pp. 128-170; John H. Pryor, "Commenda: the Operation of the Contract in Long Distance Commerce at Marseilles during the Thirteenth Century" in *Journal of European Economic History*, 13 (1984), pp. 397-440; *idem*, "Mediterranean Commerce in the Middle Ages: a Voyage under Contract of Commenda" in *Viator*, 14 (1983), pp. 133-194; Mario Chiaudano, *Contratti commerciali genovesi del secolo XII* (Torino, 1925); G. Astuti, *Origini e svolgimento storico della commenda fino al secolo XIII* (Torino, 1933).

commerce,” and looked upon the entire medieval economy as possessed of a “narrow artisan mentality.” In his *Der moderne Kapitalismus* he called his chapter on trade *Der Handel als Handwerk* and equated the travelling merchant with *Handwerker*. Seemingly he and certainly Max Weber in their evaluations of the travelling merchant were influenced by the gradations in the industrial crafts and by the less advanced commercial developments in central Europe. And they lacked the pertinent sources which became available in later decades. Recently Rosalind Berlow and Kathryn Reyerson on the basis of the notarial records of Marseilles and Montpellier and John Pryor on the basis of the same cartularies and municipal sea laws have offered a more favourable and more accurate estimate of the merchant travelling the Mediterranean and before them Robert Lopez offered a similar opinion². The present study is based on notarial cartularies found in the Archivio di Stato in Genoa, specifically on 335 travelling merchants noted by John the Scribe between 1155 and 1164 and upon another 1010 appearing between 1176 and 1200 in the cartularies of eight notaries³. In the early decade 154 of the 335 (49

² Max Weber, *Zur Geschichte der Handelsgeschäften im Mittelalter* (Amsterdam, 1964), p. 18 : *der* (travelling merchant) *zu ihm* (investor-merchant) *in deutschen Dienstverhältnis steht*. He defined the latter as *Grosskaufmann* and as *Chef des Geschäftes* (p. 24). Werner Sombart, *Der moderne Kapitalismus* (Berlin, 1968), I, pt. 1, pp. 291, 300-302. Pryor, “The Origins of the *commenda* contract” in *Speculum*, 52 (1977), pp. 13f., noted that the statutes of Amalfi and Venice designated the factor as a debtor. I have found only one firm reference in the Genoese materials to a loan from the sedentary merchant to his travelling partner so that the latter could complete his share of the *societas*, but it is possible that such loans were usually not recorded. Rosalind Berlow, “The Sailing of the ‘Saint Esprit’” in *Journal of Economic History*, XXXIX (1979), pp. 345-362.

Kathryn L. Reyerson, *Business, Banking, and Finance in Medieval Montpellier* (Toronto, 1985), esp. pp. 9-39. Pryor’s “Mediterranean Commerce in the Middle Ages: a Voyage under Contract of *Commenda*” has been very helpful in clarifying several aspects of this study. Robert S. Lopez, “Le Marchand Genois: un profil collectif” in *Annales: économies sociétés civilisations*, 8 (1958), pp. 1-15; however, the nature of his article did not require an analytical presentation.

³ The basic sources for this study are the notarial cartularies found in the Archivio di Stato in Genoa, Italy. The following notaries germane to this study have been published: Mario Chiaudano e Mattia Moresco (ed.), *Il Cartolare di Giovanni Scriba* (2 vols., Torino, 1935).

Mario Chiaudano (ed.), *Notai Liguri del sec. XII: Oberto Scriba de Mercato*, 1190 (Torino, 1938).

percent) travelling merchants and in the later decades 439 of the 1010 (43 percent) appeared twice or oftener as carriers, so we are concerned with data on about 600 traveling merchants⁴. Terms like carrier, factor, *tractator*, and travelling merchant will be used interchangeably.

1 — The Commercial Contracts. In twelfth-century Genoa the commercial investments were made through two contracts, the *societas* and the *accomendatio*, and several types of sea loans⁵. In the *societas* the sedentary merchant (*socius stans, commendator*) contributed two-thirds of the capital to the contract and received one-half of the eventual profit, while the travelling partner added one-third to the contract and gained one-half of the profit. However, the travelling merchant (*socius tractans, tractator, portitor, accomendatorius*) contributed his time, labour, and knowledge, assumed the physical risks on land and sea, of shipwreck, robbery, and piracy⁶. He was also liable for losses and damages resultant from his neglect and mismanagement and not because of circumstances beyond his

Idem, Notai Liguri del sec. XII: Oberto Scriba de Mercato 1186 (Torino, 1940).

J. E. Eierman, H. C. Krueger, Robert L. Reynolds (ed.), *Notai Liguri del sec. XII: Bonwillano* (Genova, 1939).

Margaret Hall, Hilmar C. Krueger, Robert Reynolds (ed.), *Notai Liguri del sec. XII: Guglielmo Cassinese, 1190-92* (2 vols., Torino, 1938).

M. W. Hall-Cole, H. C. Krueger, Robert Reynolds, R. G. Reinert (ed.), *Notai Liguri del sec XII: Giovanni di Guiberto, 1200-1211* (2 vols., Genova, 1939-40).

H. C. Krueger, R. L. Reynolds (ed.), *Notai Liguri del sec. XII e del XIII: Lanfranco 1202-1226* (3 vols., Genova, 1951-53).

In addition parts of several unpublished cartularies have been used: Archivio di Stato di Genova (hereafter ASG.), Sez. Manoscritti, Ms 102: *Notariorum Diversorum*; Sez. Not. Cart. 2: Lanfranco ed al., Cart. 56: Giovanni de Amandolesio; Not. Ignoti, Cart. 1, doc. 3 and 4. They are listed in *Cartolari Notarili Genovesi (1-149): Inventario in Pubblicazioni degli Archivi di Stato*, vols. XXII, XLI (Roma, 1956, 1961).

⁴ Seventeen years between 1176 and 1200 are partially covered by one or two notaries and only one year (1191) is totally covered.

⁵ Elsewhere other terms were used: *collegantia* in Venice, *commenda* and *compagnia* in Pisa. The Genoese notaries were very consistent in their usage; I have found less than a dozen interchanges of the terms, i.e., *societas* used for an *accomendatio*. The two terms were used in non-commercial contracts as well.

⁶ Occasional references to the captivity and redemption of travelling merchants occur. GS., nos. 78, 79, 81 (1156). Two brothers, about to lease their ship for travel between

control. In the *accomendatio* the sedentary investor contributed the entire capital, assumed all the financial risks beyond the control of his associate, and received three-fourths of the profit, while the travelling merchant contributed no capital, but received one-fourth of the profit for his services, which were the same as in the *societas*. Usually the carrier at the same time entered into contracts of both types with several other investors. Such simultaneous arrangements were seldom prohibited because they reduced the carrier's personal expenses allocated to each associate, and possibly the freight charge (*naulum*) on each item carried. Through such arrangements the carrier benefited indirectly from his lower pro-rated expenses and could increase his own profits from his varied investments. The carrier could amalgamate the additional items with his other investments of the same type. Rarely was he instructed to carry an investment separately from the other cargo.

Most contracts and partnerships covered a single round trip that could last from several weeks to six-seven-eight months, but some contracts continued for two, three, five, even ten years. A ten-year *societas* of L. 40 listed Spain, Provence, Sicily, and the Byzantine Empire as possible destinations and indicated optional trips among the destinations and repeated return-trips to Genoa. The arrangement was actually a long-term partnership, more common in the next century⁷. Many partnerships were repeated year after year and thus formed a continuous business association. The *societas* has been described as a bilateral *commenda*, the *accomendatio* as a unilateral *commenda*. Neither the investor nor the carrier was given a descriptive designation in the notarial cartularies; the notary gave only their names, frequently the relationship to one of the contracting parties.

In both contracts the travelling merchant agreed to visit one or

Genoa and the Maritima, promised to defend the ship against the Pisans and their forces as they would their own property. *OS.*, 1190, no. 243 . *ASG.*, Sez . Not. Cart. 2 : Lanfranco ed al ., fol . 227 (1200) . Other leases of galleys for piracy are in *ASG.*, Sez. Ms., Ms 102; Not.Div., fol. 61 and GC, no. 1128 (1191).

⁷ *GS.*, no. 501 (1158).

several Mediterranean ports and usually was permitted to go wherever the prospects for a good market seemed reasonable. Of course, he had no choice if the majority of the merchants on board voted to change the itinerary. Very rarely was he restricted to a specific destination (*et non facere aliud iter*).⁸

A great amount of flexibility existed. To these simple, straight-forward provisions the contracting parties made numerous revisions to meet their personal needs or to cope with unforeseen situations, as Byrne has already demonstrated; basically they are not germane to this study.

2 — Duties and Responsibilities of the Travelling Merchant.

What did the travelling merchant do to earn twenty-five or fifty percent of the eventual profit from the several contracts for a single trip? His responsibilities began even before the ship left port. He had to have his cargo on board ship at least two or three days before the announced day of departure. He was liable for any loss of or damage to his cargo just as soon as he received it on the wharf from his associates. If he inadvertently left any part of his cargo behind or if it were stolen from the wharf, he was liable for the loss and for the anticipated profit from the missing cargo. He had to be certain that the bulky merchandise was securely bundled and that the chests, barrels, bales, sacks, and casks holding the small and light types of cargo were similarly secure. The bulkier and heavier cargo like cotton, wool, timber, salt, hides, wine, water, and grain went into the hold where it also served as ballast; fragile cargo was stored between the decks wherever space was available. Gold, silver, precious stones he might carry on his person or more usually entrust to the ship's strong box or vault and obtain a deposit slip from the ship's scribe. Whatever the cargo, the carrier had to have it designated with the name and private mark of his associates as well as his own, and to have it weighed and evaluated by the ship's scribe, who recorded

⁸ GC., no. 296 (1191): *Et si sibi videbitur et maiori parte hominum galeoti, possit mutuaré super his*. Also in no. 335 (1191).

everything in the ship's cartulary⁹. Again, he had to obtain a copy of the notary's entry. He also had to give or at least show the scribe a copy of the contracts with his associates and to report all moneys, gold, silver, precious stones that he carried on his person. Record keeping was an essential part of the carrier's duties.

If the carrier were uncertain about his return on the same ship, he had to pay the required freight charge (*naulum*) to the scribe and by all means obtain a receipt. However, if he did return on the same ship, his first payment was accredited to the payment due in Genoa after the completion of the round trip. A merchant who contracted to make the round trip paid no fee at all for the outbound trip, but he had to guarantee a cargo-weight for the return trip that was equal to or greater than the weight of the outbound cargo. In most instances he contracted for the round trip and therefore paid the *naulum* after the return to Genoa. Since he usually carried goods from several investors, he had to keep a record of all accounts, including his personal investments and holdings, their type, amount, and value, besides the money (local and foreign), gold, and silver which he carried on his person¹⁰. In an *accomendatio* of 1198, headed for Sardinia and Corsica, two factors carried L. 134 from 13 investors and L. 2 and L. 6 of their own. On whatever the factor carried he had to

⁹ GS., no. 638 (1160): *implicare et tuo signo signare*; no. 972: *ceperunt fardellos XII... et professi sunt eos et signatos esse et ligatos quem ad modum eos receerat...* In a liquidation of a contract Solimanus de Salerno acknowledged: *Ego autem Solimanus profiteor quod apud me deposuisti L. CV 1/2 in denariis et braciis fascem unum sicut ligatum venit ab Alexandria signatum tuo signo...* GS., no. 427 (1158). On the marks and seals of the merchants cf. C. Piton, *Les Lombards en France et a Paris, leurs marques, leurs poids, leurs sceaux de plomb* vols., Paris, 1892-93), II, pp. 16ff. On the ship's scribe see Eugene H. Byrne, *Genoese Shipping in the Twelfth and Thirteenth Centuries* (Boston, 1930), pp. 59-61; Walter Ashburner, *The Rhodian Sea Law* (Oxford, 1909), pp. cxxxviff. and clviii; Giovanni Forcheri, *Navi e navigazione a Genova nel Trecento. 'Il Liber Gazarie'* (Genova, 1974), pp. 119-122. References to the ships cartulary (*in cartulario dicti galioti*) appear in ASG., Cart. 25, pt. 2: B de Fornario, fol 94 (1248), and to its scribe (*Lanfyanus de Serra scriba dicti bucii*) in fol. 36v (1239). That the merchants also kept private records of their contracts and assets is clear from the last will of Simon de Bargono of Bonifacio in *ibid.*, fol. 60v (1239): *quod in dicto meo cartulario continetur est scriptum*. That Arab merchants followed the same procedure is implied in another transaction of Solimanus de Salerno with *cartulam saracenicam quam tibi relinquimus* in GS., no. 970 (1162).

¹⁰ In 1190 a carrier of a *societas* for Naples took L. 465 from 5 investors.

pay the allocated tolls and fees on land and sea (*in avariis navis et drictu terre*), either at the end of the outbound voyage or after the return to Genoa. He also had to pay land and market tolls when he was buying and selling away from the ship¹¹. The combined cargo for which he was responsible had to be sufficient to comprise the *miliarium* or its equivalence to warrant his status as a bona fide merchant and thereby be eligible for free passage for himself, his personal belongings, and the total outbound cargo of his associates¹². He also had to offer proof that he and/or the owners of his cargo had enough *loca* (shares) in the ship to preempt cargo space (better cargo weight) for his merchandise.

Once on route the travelling merchant could concentrate upon his main functions, usually described in general terms like *causa mercandi*, *causa negociandi*, more definitely with *causa vendendi*, *causa implicandi* in the named destinations. The prime functions of the carrier were the sale of the original merchandise and the purchase of other wares and items with the proceeds from the sale¹³. He could buy and sell in any stop-over port if an opportunity for a good deal seemed promising¹⁴.

¹¹ GS., no. 72: *expensas debet necessarias facere Per libram ut de aliis rebus portat*. ASG., Sez. Not. Ms, Ms 102; Not Div. fol. 5 (1179): *nullum dispendium debeo facere in his rebus nisi avariis navis et drictu terre*. BV., no. 234, translated by Lopez and Raymond, *Mediterranean Trade*, pp. 182f.

¹² On the *miliarium* and its significance see Byrne, *Genoese Shipping*, pp. 38f. For an east-bound voyage the main investor in a *societas* acknowledged that the son of his travelling merchant went along with his own cargo and therefore sailed as a bona fide merchant. The son had a cargo worth L. 80. GS., no. 211 (157): *Professus est preterea prefatus Marchio quod filius predicti Wuilielmi Trallandi vadit mercator cum sua pecunia cum predicto W. Trallando*. In GC., no. 426 (1191) a young brother-in-law of the carrier was allowed to travel on the ship and allocate his expenses to a large investment of an investor, but the carrier on his part carried the investment *gratis*.

¹³ GC., no. 750 (1191): *causa negociandi. causa vendendi et implicandi et faciendi sicut de suis et negociandi bona fide*. GS., no. 381 (1156): *licentiam...commutandi. mictendi, portandi, et se inde continendi secundum quod sibi videbitur ad proficuum societatis*. In a sea loan the carrier had to pay off to creditors or their agents his own loans or those of his associates; often he then carried back to Genoa the investments of those creditors.

It must be noted that the monetary amounts mentioned in the contracts were agreed-upon estimates of the value of the merchandise (often specifically indicated or designated with *res* or *implicita*) taken abroad. Its real value was dependent upon its market value at the time of sale. Obviously it was to the advantage of both contracting parties to put their investments into goods that had a high sale-value in foreign ports, to

A factor carrying silk to Alexandria was instructed to buy alum from the returns of the sale of the silk and to sell the alum on the way to Genoa, but if he did not find a good market for the alum he was to bring or send the alum to Genoa¹⁵. Most of the time the carrier bought and sold at his own discretion. He could buy and sell as often as he deemed it profitable until the ship returned to Genoa. Only occasionally was he told to buy specific merchandise for carriage back to Genoa,¹⁶ and only occasionally in this early period was he required to hand over the exported cargo to another associate of the sedentary investor¹⁷. A few contracts indicated the possibility of a letter or messenger arriving with new instructions for the factor while on the trip¹⁸. A novice in the business was often instructed to follow the actions and advice of an experienced trader or to go wherever another specified carrier went¹⁹. In several instances the factor was allowed to entrust the cargo and attendant responsibilities to his son, but at the father's liability²⁰.

Numerous exceptions to these provisions existed and both investors and carriers thrived in them. Basically the travelling

gain a handsome profit and thereby increase their purchasing power in those markets. References to the amounts of specie carried were considerably fewer than the estimated values in moneys of account.

¹⁴ OS., 1186, no. 6: *ad bonum societatis*; GS., Appendix X, no. 8 (1180): *ad utilitatem huius societatis*; GG., no. 68 (1200): *securitatem salvare et augmentare bona fide et sine fraude*.

¹⁵ GS., no. 882 (1161): *bonum mercatum de alumine habere non poterit*.

¹⁶ GC., no. 1311 (1191): *et super societatem portet ab eodem L. x pro implicare in ordeo aratis, et si non posset in ordeo, implicet sicut sibi videbitur*; *ibid.*, no. 1526 (1192): *vel quo ierit pro facere carricum grani et inde Ultramare causa negociandi, bona fide*

¹⁷ OS., 1186, nos 28, 171; GG., no. 636 (1203).

¹⁸ GS., no. 841 (1162): *ordinaverit nuncio vel litteris*; OS., 1186, no. 200: *Iuro.... et si miseris michi de tuis literis facere sicut in eis continebitur*; GS., no. 526 (1159).

¹⁹ BV., no. 96 (1198) gives a clear reason for such action: *et quo Oneratus cum quo vado ierit causa mercandi et ab eo non debeo separari et ad suum precium et conscientiam implicare debeo*. In OS., 1186, no. 136 the young factor was allowed to extend his itinerary from Ceuta to Alexandria if two more experienced merchants went there; they also stood guarantors for him *si sua culpa de predicta accomendatione ullam inconveniens fecerit*. The investor was the high-powered Ugo Embriacus. Cf. also GC., no. 1680 (1192) and ASG., Sez. Not. Cart. 2: Lanfranco ed al., fol 130 (1200).

²⁰ OS., 1186, no. 124; GC., no. 122 (1191); GS., II, Appendix

merchant had the responsibility to do whatever was of benefit to the contract (*ad commodum societatis*) and that responsibility included safe-keeping the merchandise against theft, loss, and damage²¹. The success of the venture and the rate of profit from the investments to a high degree depended upon his knowledge of the foreign market, his estimate of the people there, and upon his perception of the prospects for the sale of the foreign goods in his home market in Genoa. A few contracts suggested that he could travel inland to Aleppo, Damascus, and Cairo. In this early period resident-agents and associates were not as common as in the next century and hence the travelling merchant was almost completely on his own. He could pick up information, good and bad advice, questionable hearsay in the established quarters in the Kingdom of Jerusalem, Constantinople, Alexandria, Bugea, Ceuta, and Messina. Unfortunately these quarters often provided insufficient physical protection and little comfort. We read of skirmishes, plunder, arson, and robbery committed by the Genoese, Pisans, and Venetians against each other in all quarters. Native attacks upon all Italians took place everywhere. The travellers' life and work on land and sea were arduous and hazardous.

The duration and cost of the trips depended upon their destination and the weather. Customarily the ships avoided the open sea and winter storms. In mid-century the ships left Genoa on the spring-summer trip to North Africa and Spain in late spring and early summer and returned in late August and early September. In the later decades both departures and returns could be a month later. On the autumn-winter trips to the Levant and North Africa the ships left Genoa between September and November, wintered there, and returned in the following spring, early enough for the ships, merchants, and mariners to be ready for the spring-summer trips, from which they returned early enough for the autumn-winter

V, no. 13 (1180); BV., no. 110 (1198).

²¹ ASG., Sez. Not., Cart. 2: Lanfranco ed al., fol. 12 (1182): *hanc accomendationem salvare. custodire. et aumentare.*

schedule²². Coastal shipping to the Maremma, Corsica, Sardinia, and Sicily, and French ports continued throughout the winter, but less frequently. While two round trips between Genoa and western ports were possible, they were impossible between Genoa and the Levantine ports. Time between trips had to be provided for repairs to the ships and their equipment, especially the caulking and sails, and for the relaxation of the mariners and crews. Many travelling merchants and mariners were at sea and in foreign ports throughout most of the year.

At the end of each trip the travelling merchant had to give at least two accountings. First, while still on board he paid the *naulum* for the carriage of his cargo and whatever pro-rated tolls had been levied against it. The second accounting was more time-consuming and intricate if the ship carried a varied and not a single cargo like salt, grain, or hides. He had to supervise the unloading of the merchandise of each of his associates so that nothing was left on board and that all merchandise was assigned to the correct owner. Just as the travelling merchant was responsible for all cargo just as soon as it was stored on the wharf before departures, so he was similarly responsible for it until each associate had received his part of the cargo. Each bundle of cargo of each associate had to be checked and brought together with all other goods of each associate. If either the original investments and/or the final purchases had been amalgamated, he had to render to each partner an accounting of his transactions and the allocated expenses. He could expect differences of opinion and a great amount of bickering on such matters among his associates, many with discordant voices and flamboyant gestures. Saporì, even though he lauded the Italian merchant, indicated that he was quarrelsome by nature and when he quarrelled he would use strong language filled

²² Cf. my "The Routine of Commerce between Genoa and Northwest Africa during the Twelfth Century" in *The Mariner's Mirror*, XIX (1933), pp. 417-438. See also the recent study of John Pryor, "The Voyage of Jacques de Vitry from Genoa to Acre, 1216: Juridical and Economic Problems in Medieval Navigation" in *Derecho de la navegacion en Europa. Homenaje a Ferran Valls i Taberner* (Barcelona, 1987), pp. 1689-1710, especially pp. 1692-1697.

with personal invective and pointed insult, and some performances would go on almost interminably. Actually the transfer of cargo and the accounting must have been fairly amicable in the twelfth century because lawsuits and arbitrations on the dissolution of contracts seldom appeared in the cartularies in which such meditated actions were first recorded; they were more numerous in the next century.

The travelling merchant had to wait for his share of the profit until the imported cargo had been sold so that the amount and rate of profit could be firmly established after all expenses had been allocated and paid. The *Constitutum Usus* of Pisa gave a time-table that stated that a final settlement had to be reached within 15 days after either party had called for it. It is doubtful that either party in a closely knit society and in the hope for future profitable ventures would have made such a demand immediately after the ship returned. An interval of four to six weeks seems an educated guess. There do exist promissory notes and acknowledgements of payments a year or more after the return of the ship. The type of imported cargo and the opportunity for a profitable sale dictated the time and settlement of payment. While a sale of the merchandise in a foreign port might show a profit over the original purchase price in Genoa, the ultimate rate of profit from the entire venture depended upon the sale of the imported cargo and the timing of such sale depended upon the Genoese market. Actually both the investor and the travelling merchant were interested in an early dissolution so that they could put their capital and profit into another venture. If the so-called sedentary investor was away on his own trip, as he often was, he had an agent or procurator take care of the dissolution. Frequently both investor and carrier reinvested their capital and profit in another trip that was imminent²³. Such repeated partnerships increased as the century

²³ In GS., no. 236 (1157) it was stated that all investments and returns were to remain with the main investor until the division of the capital and profit: *in reditu debent omnes reduci in potestatem ipsius Wuilielmi* (main investor) *vel sui certi missi et ibi stare usque and divisionem*. In this instance the investments were carried to different destinations by two factors. ASG., Sez. Not., Cart. 3: Lanfranco ed al., fol. 156 (1200); ASG., Sez. Not., Cart. 56: Giovanni de Amandolesio, fol. 209 (1197).

progressed. Occasionally the carrier with his partner's consent sent the cargo to Genoa with a merchant known to both men. Consequently a delay in the liquidation might occur.

The travelling merchant in his part of the contract made numerous commitments in the interest of his investor-associates. He promised not to pad his expense account, which covered his food and drink, lodging, clothing, the incidental expenses in the display and sale of his cargo and the numerous tolls in the foreign ports and markets. His allowable expenses varied according to the amount and type of cargo, the destinations and the length of the contract²⁴. He promised not to squander his partner's money, as we learn from a father's guarantee to reimburse the investor for any losses incurred through the carelessness and mismanagement of his son²⁵. In several instances the factors themselves made this promise²⁶. On many occasions a travelling merchant promised not to defraud his associates beyond a certain amount, *i.e.*, 2, 5, 10, 20, or 40 *solidi*, rather small sums in relation to the amounts in many contracts. The 40 *solidi* appeared in a *societas* that had Constantinople, Crete, Alexandria,

Data on such final accountings are rare, but cf. Florence Edler de Roover, "Partnership Accounts in Twelfth Century Genoa" in *Business History Review*, 15 (1941), pp. 87-92 and the very detailed analysis of early accounts by Guido Astuti, *Rendiconti mercantili inediti del Cartolare di Giovanni Scriba* (Torino, 1933).

In an *accomendatio* of 1250 three carriers carried L. 5-10-0 in *tefantis pintis* to Agde at the usual one-fourth profit. They were allowed to send part of the cargo back to Genoa in a specified *galea*, and they promised an account of capital and profit within 15 days after their return to Genoa. ASG., Sez. Not., Cart. 20, pt 1: G. Vegio, fol. 182v.

²⁴ GS., no. 27 (1155): *De libris illis debeo facere exenses victus mei et eorum que in eis oportuerint*; *ibid.*, no. 15 (1155): *et facere exensas pro ratione*; *ibid.*, no. 115 (1156): *vivere super eam (societatem) et expensas facere*; *ibid.*, no. 144 (1156): *non debeo inde facere expensas nisi in reponendis de rebus illis*.

²⁵ *Ibid.*, no. 221 (1157): *culpa et malignitate*; no. 433, 482 (1158): *si magida vel luxuriose aut mea incuria nominatus Oliverius (the factor) vastaverit ipsam pecuniam*. In OS., 1190, no. 137, a father-in-law made a similar promise. In one case the father and the factor's brother made the promise. *Item promitto (the factor) tibi (the investor) si predicta devastarem mea culpa quod in ea tibi in tuo vel tui certi missi ordinamento restitutionem dabo.... insuper ego Oliverius de Platea Longa promitto tibi prefato Enrico (investor) si ipse frater meus predicta devastaret sua culpa quod predict omnia in tuo vel tui certi missi ordinamento restitutionem dabo*.

²⁶ GC., no. 1543 (1192); ASG., Sez. Not., Cart. 56: Giovanni de Amandolesio, fol. 182 (1197): *Item promitto tibi si Predictam devastarem mea cula quod in ea tibi in tua vel tui*

Bugea, Spain, and Provence as possible destinations in which many chances for chicanery existed²⁷. A factor carrying a *societas* over a three-year period promised not to take a wife in a foreign land and to follow instructions coming to him by letter. The same investor, Eliadar, wife of Solimanus de Salerno, the very active trader in the early decade, stipulated that her factor in a *societas* of two years not take a wife or become a citizen of a foreign city²⁸. A contract of 1200 made provisions for the restitution of losses from gambling and promiscuity, a common provision in service-contracts on land as well²⁹.

Even though the travelling merchant had some latitude in regard to destinations, he occasionally was ordered not to visit specified cities and regions and not to sail beyond sight of land³⁰. That restriction was usually phrased as *preter in devetum*, i.e., ports and regions declared as such by the communal consuls. He also was not allowed to invest money in the ship on which he was travelling or any other ship, especially a ship carrying salt, or in a ship that might be used in piracy³¹. Usually he was permitted to lend money only to another merchant with good credentials³². He was specifically prohibited from lending money of the contract to political leaders in the

certi missi ordinamento restitutionem dabo.

²⁷ GS., nos. 693, 733, 752, 753, 756, 775; GC., no. 303 (1191); since the expenses were pro-rated with the goods which the factor carried from other associates, the possibilities of error and fraud obviously existed. OS., 1186: no. 170: *Per libram debeo de ea spenders cum aliis rebus quas porto.*

²⁸ GS., nos. 502 (1159), 626 (1160).

²⁹ ASG., Sez. Not., Cart. 4: Lanfranco ed al., fol. 258 (1200): *Si de predictis rebus in ludo vel femina spendidero penam dupli tibi promitto*; ASG., Sez. MS, MS 102: Not Div., fol. 11 (1979): *et per annum non debeo tucabo nec in mulieris expendam ultra sol. x de predictis nec diminuan mea culpa*. In ASG., Sez. Not., Cart. 2: Lanfranco ed al., fol. 31 (1182), a fellow-factor (a brother) was to assume control over the contract should the original carrier *si...sua culpa ullam inconveniens faceret...* while on route.

³⁰ GS., no. 705 (1160); BV., no. 153 (1198): *non iero in alio itinere in elago.*

³¹ ASG., Sez. Ms, Ms 102: Not Div., fol. 11v (1179): *non debeo praestare vel in nave salis mitere.*

³² OS., 1190, no. 364: *Nulli debeo praestare nisi mercatori cum pignore*; *ibid.*, no. 367; GC., no. 383 (1191): *preter quod non raestare alicui mercatori et cum bono pignore*; GS., no. 890 (1161): *non facturus inde baratam usure cum aliaua postestatum transmarinarum, neque in galeis prestare*

Kingdom of Jerusalem³³ While under contract he was not allowed to go on a piratical expedition (*in cursu*) except with permission of his associate. If he were allowed to do so, he had to use his own money for investment in that venture, but he had to give to his associate part of his loot, usually one-fourth as in the *accomendatio*-contract. It was a case of the prime investor getting from his travelling merchant a percentage of the latter's profit³⁴. However, investments in piracy, with returns, were very frequent. In a lawsuit of 1200 the stay-at-home investor accused his factor of having gone *in cursu* before his return to Genoa from Oran; the factor admitted that he had gone *in cursu*, but that he had not carried his investor's cargo while on the piratical expedition. It was possible that he had entrusted the cargo to another merchant of standing in the community or had placed it in a *volta* while he ventured into piracy³⁵. If the majority of the merchants on board voted to attack a single smaller ship, the traveller had no choice, but he had to give his partner one-fourth of his loot. If a recurrence of the piracy seemed possible, he had to take his cargo off the ship at the next port-of-call and shift it to a comparable vessel going to his specified destination.

Cautious investors protected themselves against serious losses by giving their money and merchandise to several factors going to the same destinations³⁶. They could also limit themselves to

³³ GS., no. 892 (1161).

³⁴ ASG., Sez. Ms, Ms 102; Not Div., fol. 73v (1197). On piracy in the Mediterranean cf. the very extensive study of Marie-Luise Favreau, "Die italienische Levante-Piraterie und die Sicherheit der Seewege nach Syrien im 12. und 13. Jahrhundert" in *Vierteljahrschrift für Sozial- und Wirtschaftsgeschichte*, 65 (1978), pp. 465-510.

³⁵ GG., no. 84 (1200); ASG., Sez. Ms, Ms 102; Not. Div., fol. 165v (1201). But in the same year one brother received L.8 from another brother, both knowing that the travelling factor intended to invest the money in a pirate ship on which he was embarking. He was to return capital and profit *secundum consuetudinem et morem cursus*. Benjamin of Tudela, travelling between 1160 and 1171, noted that the Genoese were great shipbuilders and used their ships for predatory raids upon Christians and Moslems alike. Marcus N. Adler, *The Itinerary of Benjamin of Tudela* (London, 1907), p. 5.

³⁶ The de Cruce family syndicate, the heaviest investors of the period, entrusted their investments between January 1191, and April 1192, to 28 carriers and combined additional investments with 28 other investors. In a decade they dealt repeatedly with 3 or 4 travelling merchants in whose integrity and knowledge they trusted. Mario

societas-contracts in which the travelling merchant carried his own investments and thereby assumed personal responsibility for his share of the contract and also guaranteed good behaviour and attention to the interest of his associates. In numerous contracts the sedentary investor in one contract became the travelling merchant of his own carrier in another contract, with both men going to the same or another destination by the same or another route.

A young man aspiring to make a living in shipping and trading could employ a master-teacher (*magister grammaticae, aritmeticae*) for group or private instruction. Such private teachers, at first clerics, later laymen as well, were available in coastal cities like Genoa (possibly the first to have them), Pisa, Venice, and inland towns which were centres of business like Pavia and Milan. They taught the rudiments of arithmetic, geography, bookkeeping, and business. In commercial centres they included whatever they thought pertinent to the most obvious means of making a living and thus guaranteed to teach *quod pertinet ad officium mercatoris*. In Genoa such instruction was offered in the archbishop's palace, in the Cathedral of S. Lorenzo and possibly in the Church of S. Ambrose³⁷. That schooling could

Chiaudano, "Mercanti Genovesi del secolo XII" in *Studi Storici ed Economici in Memoria di Currado Barbagallo* (3 vols., Napoli, 1970), pp. 132-142 and my "Genoese Shipowners and their Ships in the Twelfth Century" in *The American Neptune*, XLVII (1987), p. 232.

³⁷ The earliest references to such education come from the thirteenth century. Franco Borlandi, "La formazione culturale del mercante genovese nel Medioevo" in *Atti della Società Ligure di Storia Patria*, 77 (1963), pp. 221-230; Angelo Massa, "Documenti e notizie per la storia dell'istruzione de Genova" in *Giornale Storico e Letterario della Liguria*, 7 (1906), pp. 169-205, 311-327. On pp. 169-175 he discusses the *scuola antica di Genova...episcopali, claustrale e laiche*. Sombart, *op. cit.*, I, pp. 295f. depreciates the mathematical ability of all merchants. Lopez and Raymond, *op. cit.*, ch. 21, give a more favourable estimate. Cf. also Armando Sapori, *The Italian Merchant in the Middle Ages* (New York, 1970), pp. 28-38. The most recent and most detailed study on the education in northern Italy is by G. Petti Balbi, *L'insegnamento nella Liguria medievale* (Genova, 1979). On the education of merchants in France and the Lowlands cf. Henri Pirenne, "L'Instruction des Marchands au Moyen Age" in *Annales d'histoire économique et sociale*, I (1929), pp. 13-28.

In the midst of all the profit-oriented contracts there is a philanthropic loan of L. 3-12-0 for 3 years given to a prospective student or merchant *causa legendi et studiandi...legum* in ASG., Sez. Not, Cart. 20, pt. 2: G. Vegio, fol. 221v (1237).

continue over five or six years, as was true in many craft-apprenticeships. More important and more demanding was the acquisition of knowledge and experience on ship and in foreign markets. The sons of well-known political and mercantile families started out as travelling merchants before becoming the prime overseas carriers and investors for their own families. Often their fathers and brothers guaranteed their good behaviour and promised restitution in case of mishap³⁸. In less prestigious families other arrangements had to be made to provide the experience. A heavy investor in an *accomendatio* headed for Bugea sent his son along with the factor to observe an experienced carrier at work and to do some of the less demanding tasks. A well-known factor took along the son of the widow of another investor and factor. Similarly another active factor, carrying a large investment from his sister, the widow of an active merchant, took along her son. None of these developments is surprising, but it is obvious that young men in families with shipping and trading interests had an advantage in acquiring the experience which they needed.

Even the piecemeal and incidental notices of the duties and functions of the traveling merchant indicate that he had to possess considerable ability, knowledge, linguistic aptitude, and experience in addition to physical stamina and perseverance, to carry out his responsibilities effectively. As a Genoese he must have known the Genoese dialect and must have had a smattering of Latin to understand the basic terms of the commercial contracts with his business associates and to check on the tabulations of the ship's scribe, and enough fluency in the patois of the sea to converse and negotiate with the merchants of other cities, enough knowledge to keep his personal accounts straight and moderately balanced. These accounts included numerous investors and various types of cargo and

³⁸ The following members of distinguished families served as travelling merchants in their early careers: Ogerius de Castello, Lambertus, son of William Fornarius, Bonus Segnor, son of Ido Mallonus, Ribaldus and Oro, sons of Ugo Mallonus, Ansaldus, son of Ogerius de Castello, Obertus Spinula, son of Simon Spinula, Opizo, son of Ugo de Castello, William son of Bonus Johannes Malfiliaster.

most carriers had accounts of several investors on their trips. I have already mentioned one with 13 different accounts³⁹. He was possessed of sufficient acumen and salesmanship to deal forcibly with equally shrewd buyers and sellers in the foreign markets. He had to evaluate the quality of the goods available, especially spices, dye-materials, precious stones as well as heavy goods like cotton, wool, and hides⁴⁰. Above all, he had to build up a reputation for personal integrity and professional competence.

3 — Status of the Travelling Merchants. Finally it is necessary to place the travelling merchants into context with other Genoese, particularly other merchants.

It may be assumed that the majority of the travelling merchants sailing out of Genoa were Genoese with varying years of residence in the city. Genoa welcomed immigrants who brought with them industrial and marketing skills and liquid capital. As Genoa extended its political hegemony over Liguria an increasing number of carriers from nearby coastal communities made it their home port of operation: merchants came from Arenzano (21), Sori (13), Nervi

³⁹ *BV.*, no. 234 (1198); the notary has L. 142. The 13 investors and their investments were: Jordanus Clericus, L. 25; Obertus de Cruce, L. 10; Vassallus Rapallinus, L. 10; Bonus Senior de Turre, L. 10; Petrus Bonusfantis, L. 5; Michaelis afaitator, L. 5; Johannes de Piro, L. 5; Ara Dulcis, L. 6; Ansaldus Mirtus, L. 5; Martinus canevarius, L. 5; Ansaldus de Fantis, L. 8; Lanfrancus de Crosa L. 20; Josbertus, nephew of Carlus de Besanzono, L. 10; Embronus, L. 6; Albertus, L. 2. The 2 carriers had to keep a record for thirteen people besides their own and the smallness of most investments increased the need of accuracy. The stay-at-home investors had the same problem. In the early decade Bonus Johannes Malfuaster dealt with 33 different carriers, in many years with 6 to 8 individuals.

⁴⁰ The need for such ability is clear from a remark in a letter of a Jewish merchant of Old Cairo describing western merchants:

They do not know how to distinguish between top quality goods which are perishing (indigo and brazil wood). They pay the same price no matter what the quality. The same goes for linen; they buy mediocre linen paying a price worthy of the best, and what is more, they are not willing to pay more for the better.

It is noted by S. D. Goitein, *A Mediterranean Society. The Jewish Community in the Arab World as Portrayed in the Documents of the Cairo Genizah* (Berkeley and Los Angeles, 1967), I, *Economic Foundations*, p. 402. n. 32.

One of the purposes of the later merchant handbooks was to remedy that situation, as Pegolotti indicated in the preface of his manual.

(12), Quinto (12), Quarto (8), Voltri (12), Recco (13), Rapallo (13), Sestri (10), and Pegli (10); non-Genoese came from more distant Liguria, like Porto Venere (8) and Savona (6). A few came from Pavia (3), Asti (4), Gaeta (1), Lucca (12), Corneto (3), Pisa (8), Naples (1); seven were described as Lombards, but they could have been Genoese with a north Italian background. Non-Italians came from Beziers (1), Marseilles (2), Montpellier (6), Besancon (1), S. Gilles (1), Grasse (1), Nice (1), Narbonne (2), Paris (1), Provence (1), and Toulouse (4); seven were described as Alamanni, but again they could have been Genoese with a German background. Most non-Italians appeared but once and many were ship owners and only incidentally travelling merchants. Probably 12 to 15 percent of the 1345 carriers taking cargoes out of Genoa were truly non-Genoese travelling merchants.

As already implied, the term travelling merchant (*socius tractans*) is somewhat ambiguous. It is a descriptive term used to describe a merchant in a specific relationship with another merchant and with the already described duties and responsibilities. In the twelfth century almost every merchant in his early life started his career as a travelling merchant and many continued in that relationship throughout their lifetime. Most travelling merchants simultaneously entered into a contractual relationship with several other merchants as coinvestors and carriers in *societas*-contracts or as independent investors in *accommodatio*-contracts.

It is not surprising, therefore, that the travelling merchants as a group added considerably to the total investments in the overseas trade. Of the 335 travelling merchants in mid-century 265 (79 percent) contributed about L. 19,000 (33 percent) to the total of L. 58,000, taken to various parts of the Mediterranean Sea primarily in *societas* contracts. The annual contribution ranged from 20 to 39 percent. The figures are minimal⁴¹. Seventy-one travellers (21

⁴¹ Often, *res, tantum, tot* appear instead of figures; only Christian names are given, fathers and sons have the same name; *lacunae* in the manuscripts add to the inaccuracy; and finally, the amounts of value are in moneys of account and often were agreed-upon amounts. Shipowners who carried their own investments did not need a notary to redact a contract.

percent) contributed nothing at all because they were carriers only in *accommodatio*-contracts and 182 (54 percent) of the 335 travelling merchants appeared only once. However, many of the more active travelling merchants were among the highest contributors to the overall trade. Of the top 30 investors between 1155 and 1164 thirteen were travelling merchants with an average contribution of L. 628, in contrast to the L. 118 for all investors⁴². However, for this early decade the figures and conclusions must be accepted as suggestive only; they come from a single notary out of eight or nine at work at the time. Furthermore, for a few carriers their work as carriers was incidental to their main purpose on the trip, *i.e.*, Amicus de Murta going to Constantinople as a communal delegate, BonusJohannes Scriba on his way to take up his job as notary in Bugea.

For the later decades 786 of the 1010 travelling merchants (78 percent) contributed L. 30,541 of the L. 120,000 to L. 122,000 (about 25 per cent) to the Mediterranean trade. The eight percent drop from the 33 percent of the earlier decade was related to the

⁴² See my "Genoese Merchants, their Partnerships and Investments, 1155 to 1164" in *Studi in Onore de Armando Sapori* (2 vols., 1957), I, pp. 263f. Among the 30 heaviest investors the travelling merchants are noted with an (*).

Ingo de Volta	L. 4012
Wilielmus Buronus	3120
BonusJohannes Malfiaster	2245
Stabilis bancherius	2240
Wilielmus Filardus	1940
Marchio de Volta	1740
Blancardus	1635
Wilielmus Ventus	1510
Baldezonus Ususmaris	1400
*Solimanus de Salerno	1320
*Ribaldus de Saraphia	1210
*Ido Mallonus	1124
Wilielmus Aradellus	945
Angelerius de Camilla	820
Obertus Spinula	780
*Obertus Lucensis	720
*Martinus de Mari	645

decreasing use of the *societas*, in which the travelling merchant contributed a third of the capital, and the increasing use of the *accomendatio* in which he contributed no capital at all⁴³. The annual average of the carriers ranged from 21 to 42 percent of the total investments, but the total amounts in several years were very small. Of the 786 carriers 224 (22 percent) added nothing to the total investments because they were carriers only in the *accomendatio*-contracts. However, the lack of their designated contributions does not necessarily indicate their poverty or lack of fiscal resources because some of them (20) were partial or sole owners of the ships on which they travelled. It is possible that some of them were using their status as merchants to gain free passage to the Holy Land to begin a new career, but it is difficult to prove it. Of the 1010 travelling merchants in the late decades 581 (57 percent) appeared but once in the cartularies. Among the actual merchants ten were among the highest 30 investors, averaging L. 587 in contrast to L. 58 for all investors. No categorical statement on the fiscal status of the travelling

*Eustachius	569
Picamilius	550
Wilielmus Scarsias	530
*Opizo, son of Amicus Clericus	507
Wilielmus de Volta	500
*Ingo Nocentius	419
*Ugo Mallonus	359
*Petrus Capra	314
*Bonifacius de Segnorando	256
*Wilielmus Alfachinus	247
Rainaldus Albizola	245
Johannes Leo	244
*Petrus, son of Eustachius	230

Cf. Erik Bach, *La Cité de Gènes au XIIIe Siècle* (Copenhagen, 1955), pp. 50-63, for a different approach, though not with different conclusions.

⁴³ A year by year survey of the number of *accomendatio*-contracts shows the significant increase in their usage over the *societas* and sea loans. I have omitted the years with less than 10 contracts. The reasons for the shift from *societas* to *accomendatio* demand a separate study.

merchants can be given; it seems clear that some of them were men with considerable fiscal assets and that they carried names of families of high social and political standing in the community.

Though a statistical comparison between the two periods is not possible, it seems clear that the fiscal status and commercial investments of the twelfth-century traveling merchants were remarkably stable, as can be seen from the following *percentages* for the two periods.

	1155-1164	1176-1200
Carriers as investors	79	78
Non-investing carriers	21	22
Total investments of carriers	33	25
Range of investments	20-39	21-42
Carriers appearing only once	54	57

It must be noted that the total number of carriers in the early decade was 335, in the late decades 1010.

	Total number of Contracts	Number of <i>accommodatio</i> - Contracts	Percentage of <i>accommodatio</i> - Contracts
1156	39	11	28
1157	66	21	32
1158	84	14	17
1159	16	2	12
1160	90	15	17
1161	69	13	19
1162	23	11	48
1163	30	9	30
1164	42	17	40
1179	54	24	44
1182	61	21	34
1183	10	2	20
1184	82	31	39
1186	98	44	45
1190	130	63	48
1191	171	191	51
1192	107	61	57
1197	153	85	56
1198	100	63	63
1200	331	240	73

I cite examples of the itineraries and investments of two travelling merchants, one from each period.

Ido Mallonus, whose family was connected with the all-powerful della Volta faction in Genoese politics, was associated primarily with Wilielmus Buronus, a brother of Ingo de Volta. In July, 1156, Ido received in *accomendatio* from Ingo de Volta L. 20, which became part of a rather large *societas* of about L. 402, which he already had with Buronus. Ido travelled to Constantinople in one of the galleys of Amigo de Curia and his brothers, another powerful force in Genoese politics of the period. Both he and they were ready to join the Byzantine naval forces if favourable arrangements could be made. Two years later, in 1158, Ido and Buronus merged their earlier contracts into a single *societas* of L. 554, which Ido took to Syria, except L. 58, which were on deposit in Bugea. Again, two years later, in 1160, the two men were associated in an *accomendatio*, each man giving L. 100, and Wilielmotus Ciriolus adding L. 200, all of which Ugo Elia carried to Alexandria and elsewhere at the usual one-fourth of the profit; on the trip Bugea and Spain south of Barcelona were prohibited as destinations. In January, 1161, Ido and Buronus again contracted a *societas* of L. 546, of which Ido carried L. 414-15-4 to Provence at one-half of the profit. In addition he carried L. 46 from his nephew and L. 40 of his own. It was a short trip since he was preparing for the autumn-winter voyage to Syria and Alexandria. On that trip Ido had L. 200 of his own and Buronus had L. 400; to the *societas* Ido added another L. 132 of his own. In Syria he and Manens de Amore were authorized to collect from the king of Jerusalem 3/16 and 2/3 bezants of a loan which the king had borrowed from a third party. Ido and associates were to carry all investments to Alexandria or to send them to Provence or Genoa. At the same time Ido and Buronus sent L. 300 to Constantinople with Ugo Elia. To the three

Elsewhere I have indicated that in 1216 out of 299 contracts there were only two of the *societas* form, in 1220 out of 46 commercial contracts there was only one, and in 1230 in the 205 recorded investments not a single *societas* was made out for the overseas trade. Cf. my "Genoese Merchants, their associations and investments, 1155 to 1230" in *Studi in onore di Amintore Fanfani* (4 vols., Milano, 1962), I, p. 421.

contracts Ido had contributed L. 1124. Ido was a carrier to Constantinople once, to Provence once, to Syria once, and to Syria and Alexandria once, and he was also an independent investor in the cargo of a ship going to Alexandria and Constantinople. Five of his six contracts mentioned Constantinople, Syria, and Alexandria as ports of call. His single voyage to Provence could have been undertaken to unload his recently acquired Levantine goods in Provence and to buy up goods for carriage to Syria and Alexandria. He was both carrier and investor, recipient of a very handsome return from his investments and services in a very profitable commercial market. He was among the heaviest investors in the decade, ranking twelfth among all investors and third among the travelling merchants⁴⁴.

For 1179 to 1200 I use Ansuixius de S. Genesio, but I include his activities for the early thirteenth century as well to cover his entire career as noted in several cartularies. However, in contrast to the earlier decades the later decades offer only two years completely, 1191 and 1200, most years only partially, and seven not at all.

Ansuixius was first among all investors and carriers, contributing L. 2865 to the Mediterranean trade in the twelfth century and another L. 1500 in the early 1200s⁴⁵. He first appeared in August, 1184, as

⁴⁴ GS., nos. 96, 97, 401, 705, 798, 892. Cf. Gerald Day, *Genoese Response to Byzantium, 1155-1204. Commercial Expansion and Factionalism in a Medieval City* (Urbana and Chicago, 1988), under *della Corte, passim*, and Ido Mallonus, pp. 89, 92, 96, 144.

⁴⁵ The following were the heaviest investors in the late decades; the travelling merchants have an asterisk (*).

*Ansuixius de S. Genesio	L. 2865
Ogerius Scotus	1803
*Baiacons Barlaira	1767
Ogerius de Cartagenia	1631
Wilielmus Rataldus	1628
*Otto Iudex de Castello	1563
Vassallus Straleira	1508
Jonathas Cavaruncus	1414
*Nicola Lecanuptias	1400
Rogierius Nocentius	1312
*Josbertus	1292
Oddo de Melazo	1210

co-owner of a *navis* sailing to Alexandria; the contract did not note him as carrier or investor, but he probably was both⁴⁶. We do not learn about him again till 1191 and in that year he was very active. First of all, he bought one-half of a house valued at L. 90 from his father-in-law, Marchesius Zurlus, with whom he was to have a long business association. On the same day Ansuixius gave to Marchesius L. 100 for carriage to Naples, who also carried L. 200 of his own and another L. 124 from Obertus Boletus, acting as agent for Willielmus de Castello. Another associate held 100 bezants *in mercibus* from Marchesius, Ansuixius, and Bonusvassalus de Cartagena⁴⁷. In March of the same year Ansuixius had a *societas* of L. 115-10-0 with Willielmus de Sancto Georgio, of which Ansuixius retained 121 *marcas de sterllinas* in Genoa but with the provision to send them to Willielmus already on route to Sicily or to carry them there himself⁴⁸. A month later he himself contracted to go to Sicily, taking along L. 100 from Angelotus de Caffaro and possibly the 121 *marcas de sterllinis* of silver. At the same time he gave L. 150 and BonusVassallus de Cartagena gave L. 50 to Jacomus de Bombel for carriage to Ceuta.

Willielmus Malfiliaster	1168
Johannes Boletus	1039
Rubaldus DeteSalve	1035
Obertus de Aquabona	810
Enricus DeteSalve	807
Lanfrancus de Casis	763
Ogerius Galleta	730
Alcherius bancherius	703
BonusVassallus Barlaira	646
Ansaldus Rataldus	602
*Coenna Lucensis	520
*Primus Belfolium	517
*Enricus Sozafigura	510
Willielmus Barbavaira	419
Rolandus de Canneto	354
*Enricus Guercius	315
*Nicola Embriacus	288

For these decades Bach, *op. cit.*, pp. 68-91, limited himself to 1182-1191, except when dealing with 13 travelling merchants on pp. 75-91. He concentrated on Obertus Scriba de Mercato, Guilielmus Cassinensis, and Johannes di Guiberto.

⁴⁶ ASG., Sez. Not., Cart. 2: Lanfranco ed al., fol. 83v. Even though only Ansuixius is

In a third *accomendatio* Ansuixius entrusted Oliverius de Castello with L. 18-12-6 for carriage to Bugea. Over the same several days he also received a promissory note from Wido de Guilizis de Papia for L. 210 and from Otto Damianus for L. 18, both payable on May 1⁴⁹. In early June he also entrusted Hugo Mazalis with *lacca* worth L. 51-16-0 for carriage to Ceuta and William Caitus with L. 40 for carriage to Tunis; William also carried L. 40 of BonusVassallus de Cartagenia, a frequent associate of Ansuixius⁵⁰. In August Ansuixius was preparing for his autumn-winter trip to Syria as indicated in an *accomendatio* of L. 100, which he promised to carry for Angelotus de Caffaro from whom he had carried an amount to Sicily in April. Just before his departure in September or October he received *pecias iii viridis* worth L. 40-10-0 from Merlus de Camogli for the same venture. He also extended a loan of L. 15 to Bufarus Saragus with payment due one month after arrival in Syria. Bufarus himself was also a carrier for Raimundus Unaldus and Wilielmus de Beders (Beziers) taking from them *pecias ii brunete Ypre* to sell in Syria and to pay to Ansuixius whatever Raimundus owed him and both Raimundus and Wilielmus promised to reimburse Bufarus in Syria up to 340 bezants for the costs incurred by him in his guarantee to Ansuixius on behalf of Raimundus⁵¹. Ansuixius also acted as agent for Marchesius Zurlus to collect in Syria from one of his associates an unnamed amount and to invest it in merchandise for carriage back to Genoa. On the same day Marchesius contracted to carry L. 100 from Ansuixius and L. 200 of his own to Constantinople. Mixing business with pleasure Marchesius as dowry for his daughter gave to Ansuixius

given, it is clear that the reference was to Ansuixius de S. Genesisio. BonusVassallus de Cartagenia and Johannes Boletus, mentioned as associates of Ansuixius in 1184, were also his associates on numerous occasions.

⁴⁷ GC., no. 134, 135, 136, 137.

⁴⁸ *Ibid.*, no. 382. They cancelled a *societas* of L. 275-10-0 with similar provisions made a few days earlier. *Ibid.*, nos. 352-353.

⁴⁹ *Ibid.*, nos. 434, 425, 426, 430, 435, 447. In no. 459 Ansuixius promised to add L. 15 to the dowry of the wife of Jacomus; it was simply a gift to the daughter of a friend.

⁵⁰ *Ibid.*, nos. 706, 725.

⁵¹ *Ibid.*, nos. 899, 1028, 1083, 1084, 1100.

L. 150 for another investment in the Syrian market. While Ansuixius was in Syria, his associate BonusVassallus de Cartagenia sent L. 40 in his name to Rome with another carrier⁵². All told Ansuixius invested L. 754 in the Mediterranean trade in 1191 and was associated with 6 different merchants.

Ansuixius was still absent from Genoa in early March, 1192, because BonusVassallus de Cartagenia and Johannes Boletus, acting as his agents, sent L. 150 to Oran with Wilielmus de S. Georgio, who carried a cargo of L. 403-15-4 on the trip. BonusVassallus and Johannes also authorized Jacomus de Bombel to lend to his brother Wilielmus L. 50, actually belonging to Ansuixius, made repayable in Sicily. They also entrusted Jacomus with L. 150 belonging to Ansuixius for the same trip⁵³. The business relationship among Ansuixius, BonusVassallus and Johannes must have been very close, because they could make investments for him during his absences from the city. Unfortunately we have only one reference to Ansuixius during the rest of the decade; the cartularies of the notaries with whom he dealt have not survived. In June, 1193, he acknowledged the payment of L. 24 by Beraldus Cuialdus Astensis for *panni bagadellarum* which he had bought from Ansuixius⁵⁴.

For 1200 the data are more informative. In May Ansuixius gave a dowry for his daughter Jacoba L. 185 to Guido Spinulla whose son was married to Jacoba; the marriage to a Spinulla indicated that Ansuixius enjoyed a high social and fiscal status in the community. He also served as agent for William de Pallo, another prominent merchant, for the collection of the *collecta denariorum XX per libram*, an *ad valorem* tax on imported cargo, a task that demanded considerable knowledge of foreign merchandise and its sale-value in the city. In September Ansuixius accepted a promissory note of L. 6 from another merchant, promising payment by Pentecost. In the

⁵² *Ibid.*, nos. 1093, 1095, 1382.

⁵³ *Ibid.*, no. 1645, 1665, 1676

⁵⁴ ASG., Sez. Not., Cart. 3, pt. 1: Lanfranco ed al., fol. 55. In ASG., Sez. Ms., Ms, 102, fol. 94v (October, 1197) there is a reference to an Ansuixius sailing to Corsica in a *bucius*.

same connection he extended a loan of L. 10 *gratis et amore*, to a Maria de Braïdema, payable in one year. He was about ready to sail to Syria, possibly Alexandria and Ceuta, since he received a loan from Johannes of Jerusalem payable in Syria with 26 bezants de Sulia⁵⁵.

In the autumn of 1203 Ansuixius appeared as investor and carrier. He sent L. 100 *in auro* to Alexandria with one carrier and L. 200 with another to Syria, but L. 50 belonged to an associate of Ansuixius. A third carrier took L. 25 from Johanna, wife of Ansuixius, to an unnamed destination, possibly Sicily, and another L. 100 from Ansuixius. He himself went to Sicily, carrying L. 100 from his wife, L. 100 belonging to Jordanus Richerius, and L. 94 from Buccucius de Recco, who at the same time carried L. 100 from Ansuixius to Alexandria⁵⁶.

In the spring of 1206 he was involved in a series of contracts, both as carrier and investor. He himself travelled to Ceuta on the short spring-summer trip, carrying L. 76 *in duabus armis* (complete suits of armor) from the widow of Rogerius Noxentius, L. 27 from Bertramus Rainaldus, L. 50 from Matheus Zurlus, L. 128-15-0 in *tela de Campania* from Johannes Bancherius, L. 112 from a combined account with Rubaldus Galleta, and L. 64 from his wife Johanna. He travelled in the "S. Johannes" as is clear from a sea loan which he had from Alvernia de Campo, payable in Ceuta with 200 bezants. For the trip he had accounts from seven investors, including his wife and father-in-law⁵⁷. Simultaneously Ansuixius sent L. 25 to Bugea with Albertus Grillus, L. 55-10-0 to Ceuta with his father-in-law, L. 50 to Bugea with William Cigala, L. 200 to Ceuta with Rogerius Helie, L. 150 to an unnamed port with Bartolominus Galleta, and L. 400 similarly with Rubaldus Galleta⁵⁸. On the two short-term trips he was

⁵⁵ ASG., Cart. 3, pt. 2: Lanfranco ed al., fols. 130, 131v, 134, 134v; ASG., Sez. Ms, Ms 102: Not. Div., fol. 157, 158, 158v; ASG., Sez. Not., Cart. 4: Lanfranco 4, fol. 258.

⁵⁶ *Giovanni di Guiberto*, nos. 639, 640, 696, 697, 698, 762. In no. 717 he was noted as part-owner of 30 cantars of cotton, valued at L. 171-18-6. *Lanfranco*, I, no. 478

⁵⁷ GC., nos. 1599, 1815, 1857, 1858, 1874, 1877, 1828.

⁵⁸ *Ibid.*, nos. 1747, 1856, 1859, 1869, 1875. The relationship between Ansuixius and Rubaldus must have been very close because Rubaldus indicated that if he were to die without heirs one-third of his property was to be awarded to Ansuixius and even

involved with ten people and with two of them as both carrier and investor. The last surviving commercial contract of Ansuixius is an *accomendatio* of L. 20, headed for Bugea, which he entrusted to Bertolomeus Galleta in July, 1216, and they were to be invested with a shipment of Rubaldus Galleta⁵⁹.

It is clear that Ansuixius was a very active and successful investor and carrier over several decades throughout the Mediterranean except France which he avoided. Unfortunately no will remains and we do not know how long he lived, but his three sons, Wilielmus, Johannes, and Lanfrancus, on August 23, 1231, divided his real estate properties among themselves. They included a large house in which Ansuixius had lived and three smaller houses nearby which had been rented out, a large *locum* and buildings in Quarto, a smaller *locum* and another piece of land adjacent to the Church of S. John, also in Quarto, and a *canetum* in Sturla⁶⁰. He seems to have invested in real estate which brought a steady income and in land that could be leased out for cultivation.

To travelling merchants who as carriers and investors had accumulated capital and who had the perspicacity for profit and the ambition to pursue it found in ship-owning a reasonable opportunity. As sole or part-owners they controlled the cargo-tonnage of their ship and consequently they could offer it to their investor-associates at the prevalent rate of the *naulum* and could also find a reason to exclude the competitors of their favoured associates from that cargo-space. Since buying and selling were minimal at sea the ship-owning carriers could give most of their time to their ship and crew, and while wintering in port they could attend to their obligations to their associates. Therefore it is not surprising that some travelling merchants became shipowners as well. In mid-century 33 travelling merchants comprised 50 percent of all shipowners and in that period all shipowners were heavy share-holders. In the later decades 107 of

two-thirds if his brother were to die without heirs. ASG., Sez. Not., Cart. 5: Lanfranco ed al., fol. 7 (1210).

⁵⁹ *Ibid.*, fols. 228v, 247.

⁶⁰ ASG., Sez. Not., Cart. 17: Oberto de Marzano ed al., fol. 161v.

the 429 travelling merchants owned one-fourth, one-third, one-half of a ship and another 16 were noted as sole owners, a total of 29 percent of all travelling merchants. I omit from the count those who held only a few shares; it must be noted that there are suggestions that share-brokers existed. Most ships of the late decade were valued at L. 100 to L. 400. The ship-owning carriers were heavily involved in the trade of their city and they enjoyed a considerable income from their numerous operations in that trade⁶¹.

Finally it is necessary to estimate the involvement of the travelling merchants in the governance of the commune. Two factors blur any evaluation, even though they seem to neutralize each other. First of all, the travelling merchants of necessity were absent from Genoa during many months of the year and therefore unavailable for continuous governmental service. That fact ran counter to the obligation of every member of the consulate and *consilium* to be present and active because of the factional strife which eventually destroyed the consular government at the end of the century. No faction could afford to have in high office a travelling merchant who would be absent from the consulate, *consilium*, and even the popular *parlamento* at a time of increasing political crises⁶². Secondly, when men in governance took to the sea as communal delegates, they and their friends seized the opportunity to make commercial investments in the trip which frequently would have the protection of a convoy with greater military strength than an ordinary merchantman could offer. Political consuls and *consiliatores* became travelling merchants incidentally, but with higher than average investments.

In the early decade the travelling merchants formed an impressive group on the second and third levels of governance, but were far less numerous on the upper level. It must be noted that some of the carriers (12-15 percent) were non-Genoese and therefore ineligible for political office and others were only one-time carriers. Seven of the

⁶¹ Cf. my *Navi e proprietà navale a Genova seconda metà del secolo XII* (Genova, 1985), pp. 11-25, 57-116.

⁶² A detailed account of this problem is given in Day, *Genoa's Response to Byzantium*, ch. 6.

335 carriers in this decade appeared as administrative consuls, the highest elective post in the commune⁶³. Ten were common pleas judges though not always in this decade⁶⁴. Four of them were noted as *senatores* and as such were members of the *consilium civitatis*, the all-powerful group that established the diplomatic and foreign policy⁶⁵.

Three were described as *consiliatores*, men of political experience, called in by the *consilium* for an exchange of ideas and possibly for a vote⁶⁶. Seven of them served as communal delegates to foreign courts, four to Byzantium, one to the Kingdom of Jerusalem, one to the king of Sicily, and another to Lucca⁶⁷. Fifty-seven appeared as official witnesses and supporters of communal agreements and treaties; thirty-six were among the *hominibus Janue de melioribus* who agreed to abide by the treaty made with King William I of Sicily. About 30 percent of the travelling merchants were involved in one or several aspects of governance at the second and third levels of governance and eight percent at the top level. However, among those at the top level were those who acted only incidentally as carriers while on political missions.

⁶³ Ansaldo de Auria (1134, 1154, 1147, 1160), Ansaldo Spinula (1152, 1159), Botericus (1151), Enricus Guercius (1137, 1148, 1153, 1160), Enricus Mallonus (1167), Rubaldus Bisatia (1149, 1152, 1159, 1162, 1164, 1167, 1172, 1175, 1177, 1181, 1192), Wilielmus Trallandus (1151). Wilielmus Fornarius in 1196 was a member of the support group to the podesta. *Ann. Gen.*, II, pp. 60f. Enricus Guercius refers to a father and son, possibly a grandson. In *Cod. Dipl.*, I, p. 292 (1153), there is a reference to *Henrici Guarcii filii iamdicti consulis Henrici*. Very likely the references to 1137, 1148, and 1153 refer to the father, and 1160 to his son. On the three Guercii, Baldovino, Enrico, and Rubaldo see Day, *op. cit.*, pp. 109-123.

⁶⁴ Albertonus Ricus, (1184, 1186), Enricus Mallonus (1165), Obertus Lucensis (1182, 1184, 1189, 1197), Obertus Roza (1180), Otto Mallonus (1183), Petrus Capra (1188), Rogerius de Iusta (1172, 1175), Wilielmus Fornarius (1174, 1179, 1195), Wilielmus Bufterius (1189, 1195), Wilielmus Galleta (1166, 1187).

⁶⁵ Wilielmus Galleta (1166), Rubaldus Bisatia (1173), Enricus Mallonus (1173), Albertonus Ricus (1166). Albertonus Ricus and the Albertonus Ricus of *Cod. Dipl.*, II, no. 16, note (a) possibly are the same person.

⁶⁶ Wilielmus Nata (1166), Primus Belfolius (1173), Guilielmus Galleta (1166). In *Cod. Dipl.*, II, p. 172 a distinction is made between *senatores* and *consiliatores*. The *senatores* held office in the *consilium civitatis* by hereditary right in the family and the *consiliatores* were elected to the *consilium* as representatives of the *compagna*, six from each *compagna*. They were called to the sessions of the *consilium* by the tolling of the bells of San Lorenzo. The *consiliatores*, too, were designated as being *de melioribus* in the commune,

In the later decades of the century the political standing and activity of the travelling merchants increased moderately.

Twelve were administrative consuls⁶⁸. Sixteen were justices in the courts of common pleas,⁶⁹ eight were senators⁷⁰. Nine were official delegates of the commune to other cities, the imperial courts of Germany and Byzantium, and to the crusading leaders in the Holy Land⁷¹. Eighty-seven of them appeared as public witnesses to communal treaties with Lucca, Pisa, and feudal lords in Provence and Liguria. Ninety-one were among the 969 men who swore to abide by the treaty of peace arranged by Pope Clement III in February, 1188, at a time when most travelling merchants were at sea. Again it must be noted that about 180 of the original 1345 carriers were non-Genoese and therefore not involved in the oath. All told 46 travelling merchants held the highest posts in the communal administration, either by vote or family status and another 63 were elected as official witnesses to important treaties and agreements, so about 20 percent of all travelling merchants held political office at a more than modest level in the communal administration. More significantly, they

but not quite on the level of the *senatores*. It must be noted that not all residents of the city were members of a *compagna*, so the voting was not totally popular.

⁶⁷ Ansaldus de Murta (1157, 1168), Ansaldus Auria (1156), Ansaldus Spinula (1161), Enricus Guercius (1153, 1160), Rogerius de Iusta (1172), Rubaldus Bisatia (1161, 1165, 1170), Tantus (1191).

⁶⁸ Enricus Guertius (1198), Enricus Mallonus (1167), Fulcho de Castello (1175, 1188), Enricus Iudex (1165), Nicola Embraticus (1175, 1177, 1180, 1185, 1188), Nicola Mallonus (1183, 1201, rector in 1199), Wilielmus Piper, minor (1174, 1186), Obertus de Nigro (1175, 1189), Obertus Spinula (1207, 1214), Rainaldus Strugnonus (1184), Symon Ventus (1190, 1193), Wilielmus Ventus (1177, 1180, 1189). Agostino Olivieri, "Serie dei consoli del Comune di Genova" in *Atti della Società Ligure di Storia Patria*, I, 1. 456, has an Obertus Spinula as consul in 1144 and on page 477 an Obertus Spinula (major) as consul in 1149, 1154, 1157, 1161, 1163, 1167, 1172, 1188 and as *consul de placitis* in 1144. He notes Obertus Spinula (minor) as consul in 1207, 1214; the notarial references are for 1210, 1193, 1210, 1200, and n/d, and suggest that he was our travelling merchant.

⁶⁹ Ansaldus de Castello (1182), Ansaldus Sardena (1171), Balduinus Scotus (1185), Enricus de Murta (1181), Enricus Iudex (1165), Enricus Mazalis (1199), Ingo de Galiano (1193), Enricus Mallonus (1165), Ido Stanconus (1193, 1199), Johannes Straleira (1202), Obertus de Nigro (1180, 1186, 1197), Ogcrius de Palko (1189, 1191), Rogerius Elia (1198, 1200, 1202), Rubaldus de Elia (1199), Simon Buferius (1189, 1195), Symon Lecanuptias (1190, 1198).

wielded more political power than their predecessors in midcentury⁷². The travelling merchants may not be described categorically as nonentities as has been done.

In spite of the fragmentary condition of the notarial cartularies several firm conclusions may be drawn about the status and contributions of the 1345 Genoese travelling merchants to the twelfth-century trade in the Mediterranean Sea. At least one travelling merchant was a member of every commercial contract, whether it was a *societas*, *accomendatio*, or sea loan. Many carriers were simultaneously associated with several contracts on the same voyage and hence affiliated with several investors; occasionally they carried more than one shipment on the same voyage from the same investor. Wherever the carriers sailed they had the same responsibilities and duties, they sold and bought, bought and sold as opportunities appeared, they scrutinized the foreign markets for goods that would have a profitable market at home. On land and sea they endured personal hardships and frustrations and took personal risks. 78 percent of them also invested in the trade; their total annual investments ranged from 20 to 33 percent of the total overseas trade. In both periods many travelling merchants were consistently among

⁷⁰ Enricus Mallonus, Nicolaus Embriacus, Nicola Mallonus, Nicola Scuarzaficus, Obertus Spinula, Ogerius de Pallo, Otto Iudex de Castello, Primus Berfolium. Since the senators were not elected officials their names appeared only occasionally in the official records. They were listed in 1157, 1166, 1173, 1190.

⁷¹ Ansaldo de Mari (1186), Enricus Iudex (1177), Fulco de Castello (1188, 1185 on Third Crusade, 1195), Guilielmus Piperata (1174), Nicola Mallonus (1186), Obertus de Nigro (1168, 1191), Ogerius de Pallo (1201), Simon Buferius (1189, 1192), Symon Ventus (1190, 1192).

⁷² Henry Misbach, "Genoese Commerce and the Flow of Gold to the East, 1154-1253" in *Revue internationale d'histoire de la banque*, 3 (1970), p. 69 wrote "the travelling merchant was fully the equal of the investing merchant in the business world, and it must not be supposed that the carrier was in any sense a 'laborer'." On the basis of my own studies I agree with the last statement, but suggest that most travelling merchants were a notch or two lower than the "investing" merchants in the political, fiscal, and social life of twelfth-century Genoa.

the heaviest investors. They also comprised a high percentage of all shipowners, 50 percent in the mid-century and 29 percent in the late century. It was a logical development and also an example of their fiscal stability and commercial significance, and for all a proof of earlier successes in commercial ventures. In communal governance they were moderately active on the top level because their prime function as carriers limited their presence in Genoa, but they were active on the secondary and tertiary levels. It was in their prime function in shipping away from Genoa, in buying and selling abroad that they made their main and unique contribution; as a group they were the most knowledgeable element in the Mediterranean trade. They were an integral part of the Genoese-Mediterranean trade; without them, their knowledge and contributions the Commercial Revolution could not have taken place.

