The first seems to suggest that the office concerned was not the Office of Supervision of the state finances, but that of the private purse of the sultan. The addition of “Egyptian” may be explained by al-Afdal uniting (or pretending to unite) the sovereignty of Egypt and Syria, so that a separate administration would have been needed for each of the two countries. The clerk who carried out the registration added to his mark his motto, in the manner well known from the Fatimid period. In mark no. 2 the name of the office seems to have been omitted by an error, since al-diwan, “the office,” can hardly mean a particular office. No. 3 is a registration mark which is preceded by no order, so that it does not reveal the identity of the office. Registration brought to an end the process of the issue of the decree, which was then, as we have explained in connection with al-Afdal’s decree, delivered to the beneficiaries, the monks of Sinai, for presentation to the provincial authorities and safe keeping in their archive.

The commentary provided in the preceding pages for the two Ayyubid decrees does not aim at the exhaustive treatment of any one of the problems of Ayyubid diplomatic, but mainly attempts to illustrate the documents themselves by discussing various points in them needing comment. If any generalization is to be deduced from the particulars which had been touched upon, it is this: the practice of the Ayyubid chancery was in many respects a continuation of that of the Fatimid period, which underwent, however, important changes, many of them due to the impact of Seljuk practice.

A MAMLUK COMMERCIAL TREATY
CONCLUDED WITH THE REPUBLIC OF FLORENCE
894/1489

by

John Wansborough

The commercial treaties concluded between the Mamluk Sultans and the maritime republics of southern Europe often involved long and complex negotiations. The purpose of this study is to describe the steps in the conclusion of one such treaty between Sultan Qal'ibay and the Republic of Florence in 894/1489. The first part will be a relation of the embassies which led to the formulation of the treaty, and the second part an analysis of the documents upon which negotiations were based.

I

In one of the most elegant chambers of the Palazzo Vecchio Giorgio Vasari painted a scene of Lorenzo the Magnificent surrounded by the gifts of a foreign ambassador (see Frontispiece). The picture is somewhat idealized and perhaps only a symbol of the many times in which the Medici prince was so honoured. In his memoirs, however, the painter recalls having begun the work in February 1559 and declares that it was meant to represent a particular embassy from the Sultan of Egypt (“Ricordo come questo anno [1559] al principio del febbraio si comincio a dipingere a olio la camera di Lorenzo vecchio nella quale vi si fe’ drunto a olio nel muro una storia grande quanto gliè presentato dal Soldano molte sorte d’animali . . .”). It is not difficult to

1 G. Vasari, Il libro delle ricordance, ed. Alc. del Vito, Arezzo 1927, p. 81. See also N.N., La pittura del quartiere di Papa Leone in Palazzo Vecchio, Florence 1861, pp. 12–13; and A. Lenti, Palazzo Vecchio, Milan-Rome 1920, pp. 181, 182, 183, which show the interior of the chamber but not this painting. The picture is in the ceiling of the Sala di Lorenzo Magnifico in the Quartiere di Leone X, at present occupied by the
Wansbrough, A Mamlûk Treaty with Florence

an account confirmed or repeated by Landini, Rinuccini, and Fabroni. In all these relations the name of the Egyptian envoy appears but once, and that where it might least be expected: in Landini’s commentary to the Aen.ead. There he is called “Malphoth”, which appears as “Malfott”, “Malfota”, “Malphet”, and “Mazamat Emlalmet” in the documentary sources to be examined below. Renderings of Muslim names in European languages are often deceptive but it seems likely that the Mamlûk envoy to Florence was Muhammad ibn Malûtûz al-Maghribî, for whose embassies to Catalonia (Naples?) and to Florence on two other occasions there is evidence. It may even be that Malûta (the form of the name which occurs most frequently in the Florentine sources) was a familiar figure in Florence and therefore did not attract as much attention as did his gifts in 1487.

The Egyptian chronicler Ibn Iyâs, who mentions the embassy of Ibn Malûtûz to Florence in 185/1479, has unfortunately no record of the three Florentine embassies. A certain amount of information can be pieced together from Florentine sources. In a letter from the Signoria to its consul in Perus, B. Salvucci, dated 20 December 1487, a month after Malûtûz’s arrival in Florence, the Egyptian envoy is described as having been sent to resume negotiations for a commercial treaty, interrupted by

office of the Sindaco and Vice-Sindaco and therefore not open to the public. Lenzi, loc. cit., has added to Vasi’s correspondence evidence that the chamber was decorated during the period between April 1556 and May 1558 despite Vasi’s own assertion in his memoirs. Since the painter had not been an eye-witness to the embassy he may have got his description from an oral tradition or from one of the written sources listed below, very likely Landucci. Neither of the two works on the Palazzo Vecchio cited above states that the painting is of an Egyptian embassy, which is however clear from Vasi’s memoirs, probably the source of the correct description attached to a photographic reproduction in the museum of the Palazzo Medici-Riccardi.

The letter is reproduced in the appendix to A. Fabroni, Laurenzii Medicis Magnifici Vite, Pisa 1784, II, 337.


L. Landucci, Diario Fiorentino 1450–1514, Florence 1885, pp. 52–5. The author writes sceptically of the animals’ provenance and includes the tale of a Florentine youth whose curiosity about the lion cost him his life.
the death in Cairo of a Florentine ambassador, one Paolo da Colle.16 This report is confirmed by the discovery of a letter in the Florentine archives from the Signoria to the Mamlûk Sultan, dated 3 June 1486 and recommending its citizen and merchant to him ("civis ac mercator noster Paulus Collensis").17 Before this date Florentine commerce in Egypt appears to have suffered a long period of very little activity, for the Signoria’s letter to Salvaccio in Pera makes clear a fresh turning in the Sultan’s attitude towards Florence ("L’anno passato, trovandosi presso al Soldano Paolo da Colle, et facendo con la sua Signoria qualche parola della mercurata nostra in quello suo regno, la sua Signoria molto liberalmente ne offorse ogni commoditâ ad imitatione de’ Venetiani").18 The date of Paolo’s death in Cairo is not recorded, but the seventeen months which elapsed between his introduction in Cairo and the arrival of Malfoita in Florence were, as we shall see, sufficient time for drafting a preliminary treaty, which the latter brought with him.19

On 16 November 1487, a week after his arrival, Malfoita was introduced to the Signoria; on 25 November he was granted an audience with Lorenzo, communication on both occasions being established by means of an interpreter.20 Within a few days a group of Florentine merchants who had either read the draft treaty brought by Malfoita or who might

16 G. Miller, Documenti sulle relazioni della città toscana con’ Oriente cristiano e con Turchi fino all’anno 1531, Florence 1879, p. 237 (doc. 203), located now in the Archivio di Stato di Firenze (ASF), under diplomatico, Signori, Missive, Ia Cancelleria, 61a 49, fol. 177. The Florentine consoli at Pera was instructed to alay any suspicions which the Ottoman Sultan Bayezid II might have had of an Egyptian embassy to Florence.
17 ASF, Signori, Missive, Ia Cancelleria, 61a 49, fol. 173.
18 Miller, loc. cit. For a concise but reliable sketch of Florentine commercial activities in Egypt and Syria under the Mamlûks, see W. Heyd, Histoire du commerce du Levant au moyen-âge, Leipzig 1885-88, Il, 478-80, 487-90. Commercial relations between the two states are attested by documents dating from 1422 to 1516. The pattern of these relations and the question of their dependence upon Venetian precedents will be examined in a study of mine now in preparation, entitled "Venice and Florence in the Mamlûk Commercial Privileges".
19 In the letter to Salvaccio in Pera the Signoria describes Malfoita as having been sent "con una giraffa et uno lion et con capelli, secondo che dal deco Paulo era stato richiesto", Miller, loc. cit.
20 Landucci, Diario, pp. 52-3; Rinucini, Ricordi, II, p. 143, the latter mentioning that the interpreter was Sicilian. The use of an interpreter would suggest that Malfoita had not, unlike his well-known contemporary Taghhteril, been chosen by the Sultan for an embassy because of his linguistic ability or acquaintance with European manners. His title khâlîj indicates rather, pre-emience in the world of commerce, see D. Ayallon, L’Esclavage du manumissus, Jerusalem 1951, pp. 1-2; and G. Wiet, Les marchands d’épices sous les sultans mamelouk, Cairo 1855, p. 124.

even have been in Cairo for its negotiation, presented a petition to the Signoria suggesting certain additions and emendations. Apart from the Signoria’s letter to their consul in Pera the next document relevant to the Egyptian embassy is dated to June 1488: a letter from Lorenzo to Giubiano recommending to the Sultan’s favour a Florentine ambassador, one Luigi della Stufa, being sent to Cairo in the company of Malfoita to explain the position of the Florentine merchants, by which apparently it was meant their additions and emendations to the draft treaty brought to Florence by the Egyptian envoy ("Ceterum quae ad mercaturam nostrum pertinent: ut versari et negociari Florentini per loca sui Regni possint, et Malphet ipsa coram renuntiabat, quae nobis venerint in mentem, et Luisius Stuta, quem ad Te legatum delegimus, cum advercerit, explicabit planum");21 Following upon the embassies of Paolo da Colle and Malfoita, Della Stufa’s mission to Cairo represents the third stage of the negotiations and 22 out of which the commercial treaty of 1489 grew.23 Departure from Florence appears however not to have been a matter of urgency, for the Signoria’s instructions to their envoy are dated 10 November 1488, five months after Lorenzo’s letters to Cairo and Rome, and a year after Malfoita’s arrival in Florence.24 Besides the customary admonition to speed and efficiency these instructions contain mention of credentials to the Pope and the King of Naples, gifts for the Sultan, and the following points of business: to express pleasure at the draft treaty brought to Florence by Malfoita ("Ma quello che soprattutto ne dette singolare piacere furono e’ capitoli i quali ne portò per parte della sua eccellenza, acciò che i nostri mercantenti potessino usare la mercatura per le terre del suo gloriosissimo regno"); to deliver a signed copy of them to the Florentine consul in Alexandria ("Li quali, dopo molto examina, furono approvati da noi, et tu ne harai uno instrumento in forma valida sotto- scripto come noi usiamo, il quale potrai lasciare nelle mani là del nostro consolo affin che il mercante ne possino havere notitia"); to try to persuade the sultan to accept the enclosed list of modifications to the
treaty, and to return to Florence with one copy of the resulting articles authenticated by the sultan, and to leave a copy of these with the Florentine consul for the information of the merchants ("Harai anchora con questa commissione una nota di consultazione si fece qui sopra certi capitolii come vedrai: ingegneri di ottenere dalla eccellenzia del soldano tutte quelle cose o quello più che potrai che sono scritte in quella nota, et arrecherai in qua la copia de' capitolii tutti insieme con questi arguti autenticchi secondo la forma loro, et un'altra copia lasciarei nelle mani del consolo per la cagione sopradetta ").

Information on the progress of the embassy after November 1488 is meagre. In a letter from Naples, dated 17 January 1489, Della Stufa wrote to Lorenzo de' Medici of difficulties in loading a consignment of weapons for the purchase of which Malfota had got Papal permission during their visit to Rome after leaving Florence. Owing to these complications the envoy expected their departure to be delayed until at least 6 February.14 In a second letter, from Messina and dated 22 April 1489, he described to Lorenzo further difficulties over the weapons, due to a naval blockade in the Straits, his last message until after his arrival in Egypt.15

The Florentine mission to Cairo coincided with the presence there of a Venetian embassy led by Piero Diedo and Marco Malipiero to negotiate the transfer of Cyprus from the House of Lusignan to the Republic.16 The preoccupation of both Sultan Q'aybây and the dragoman Taghrîberdî with what was without question more pressing business may in part have accounted for the pathetic letter which Della Stufa wrote to Lorenzo from Cairo, dated 14 November 1489. There he describes his dependence upon the whim of the Sultan and his helplessness without the intercession of the dragoman ("Et non mi posso disfarsi et non ne facendo nessuna salvo che havere licenza da quello Gloriosissimo Signor Soldano . . . et non si puo andare senza il turchinano et quello gran turchinano è primo idolo de Venetiani et per questo facto io mi sto qui a perdere tempo "); of his descention by Malfota ("Il nostro magnifico Malfott poi che m'ebbe condotto qua non lo mai potuto rivedere et ha seminato tanto male che non"

14 ASF, Archivio Mediceo avanti il Principato, filza 40, no. 120. For the Papal ban on shipment to the Levant of weapons and other strategic materials, see Heyd, Commercio, II, 23 ff.
15 ASF, Archivio Mediceo avanti il Principato, filza 32, no. 178. In both these letters Malfota's preference for commerce over diplomacy is conspicuous.
16 In a letter to the Doge, dated 24 November 1489, Piero Diedo noted the arrival of the Florentine ambassador, Archivio di Stato di Venezia, Archivio Proprio Egitto I, fols. 13-14; and see the references in "A Mamluk ambassador to Venice", BSOAS, 1983, pp. 506-9.
17 Wensworth, A Mamluk Treaty with Florence.
18 si potrebbe dire più "); of a lack of sympathy with the cause of Florentine merchants ("Et poi ha detto et dice che la Signoria non ha gale ne ne puo fare mandare qua et che noi abbiamo dilegiato quello Gloriosissimo Signor Soldan in ultime altre cose vituperose "); and finally, that he had no money ("Non so che altro dirmi salvo che io sto maleissimo et sanza danari et che sono le spese grande ").

But Florentine prospects were not quite so bleak as the envoy made out. In a letter dated four days after Della Stufa's, 24 Dhu'l-Hijja 894/18 November 1489, Q'aybây reported to Lorenzo that he had acknowledged and granted the petition (kilabat al-fatâ) of his envoy and had ordered the writing of commercial privileges (al-sharîf) for them.24 According to Diedo's letter cited above Luigi della Stufa must have returned to Alexandria from Cairo on 24 November; at the end of the month he sailed from there to Modon aboard a Venetian galley, accompanied by a Papal envoy to Egypt on his way home and a Mamluk embassy to the Pope.25 Though the first leg of the journey had required only six days, Della Stufa wrote again to Lorenzo on 19 December from Corfu to describe a very tempestuous voyage and to enclose a list of the Sultan's gifts for the Florentine ruler.26 According to Venetian records the galley bearing Della Stufa and the envoys bound for Rome arrived in Venice on 19 January 1490, approximately fourteen months after the embassy's departure from Florence.27

II

In the Signoria's instructions to Luigi della Stufa there are references to four documents: 28

1. The draft treaty brought to Florence by Malfota ("E' capitoli i quali ne portò per parte della sua eccellenzia ").

26 ASF, Archivio Mediceo avanti il Principato, filza 41, no. 381.
27 Amari, Diplomi, pp. 181-3 (Ser. I, doc. 39).
28 ASF, Archivio Mediceo avanti il Principato, filza 41, no. 401. The Mamluk embassy to Rome was in connection with Jem, the son of the Ottoman Sultan Mehmed II, see Encyclopaedia of Islam, second ed. s.v. Djem, especially the references there to L. Thauane, Djem-Sultan, pp. 174-6, 199, 254, 265, 337; and more recently F. Bähniger, Spätmittelalterliche feudale Briefschaften aus dem osmanischen Herrschaftsbereich, in Stabend, München 1983, pp. 29, 42-8 (Italian translation in Archivio Storico Italiano), 349-56. Both Malfota and Luigi della Stufa could have carried verbal instructions relating to Jem, though in neither case does it appear to have been the envoy's principal mission. I am indebted to Dr. V. L. Menage for the references to the works of Thauane and Bähniger.
29 ASF, Archivio Mediceo avanti il Principato, filza 41, no. 407.
30 ASF, Consiglio di Dieci, Missi, filza 3, no. 233.
31 See above, p. 45, n. 17.
2. A copy of these authenticated by the Signoria ("Uno instrumento in forma valida sottoscrito come nei usano").

3. A list of modifications to them ("Una nota di consultazione si fece qui sopra certi capitoli").

4. The final treaty authenticated by the Sultan, in two copies: one for the Signoria and one for the Florentine consul in Alexandria ("la copia de' capitoli tutti insieme con questi aggiunti autenticati secondo la forma loro, et un'altra copia lasciata nelle mani del consolo per la cagione sopradetta").

The first document, undated, is a copy in Italian of commercial privileges probably granted by the Sultan to Paolo da Colle in 1486. It is the earliest example of a Florentine treaty with the Mamluk Sultan which is based upon a Venetian paradigm. It consists of two parts: the first contains 29 articles pertaining to commerce in Syria ("Circa il traffico di Damasco et Baruti"), and the second 11 articles in addition to those copied from the Venetian privileges ("Agiunti dipoi per nostra admenda ultra quelli de' Venitiani"). In the upper left margin of the first folio of the document appears the observation that these articles were a draft for those subsequently obtained by Della Stufa ("Conceptione dei capitoli rifati per M. Luigi della Stufa"). Since the Florentine treaty in its final form has principally to do with commerce in Alexandria mention in the heading of "Damascus and Beirut" can almost certainly be ascribed to carelessness in the adaptation of the Venetian paradigm.

The second document mentioned in Della Stufa's instructions is more difficult to identify. In a note to the printed edition of Lorenzo's letter to the Sultan, dated 10 June 1488, we learn of a treaty concluded between the Republic of Florence and the Mamluk Sultan, sealed and signed by Bartolomeo Scala, dated 20 November 1488, and deposited in a Florentine museum ("In museo nostro Paceta inter Flor. Remp. dictuurne Sultanum inita autographa adversantur sigillo Reip. signata, ac subscripta a celebri Barph. Scala die XX Nov. MCCCLXXXVIII, cum hoc locito: Capituli intra lo Illustrissimo Sig. Soldano e la excelsa Signoria di Florence"). While from this note it could be inferred that a commercial treaty had been finally concluded between the two rulers on 20 November 1488, a fortunate discovery has shown the document in question to be merely a further step in the negotiations begun by Paolo da Colle in 1486. At the Biblioteca Nazionale in Florence (Fondo Del Furti, cod. no. 49) is a copy of a document which fits in every particular the description cited above, including Scala's signature accompanied by the motto "Priors libertatis et vexillarii justitia populi Florentini". It consists of 21 folios (31.5 x 21.5 cm) containing: the "capitoli" brought by Malfoa to Florence (fols. 2r-17r), four additional articles (fols. 17r-18r), and finally, the additions and emendations to Malfoa's treaty presented to the Signoria by a group of Florentine merchants shortly after the arrival of the Egyptian envoy in Florence (fols. 18v-20r). The significance of the document lies in the relationship which it indicates between Malfoa's draft treaty, the merchant's petition, and the embassy of Luigi della Stufa; though it is likely that the document in the Biblioteca Nazionale is a copy and not the original of the "instrumento" mentioned in Della Stufa's instructions.

The third document, like the first undated, is a petition containing 32 requests which the Signoria instructed Della Stufa to put to the Sultan. Its contents ("domande") are modifications of the articles in the second document, described above, and became, almost article for article, the basis for the final treaty obtained by Della Stufa from the Sultan in Cairo.

The fourth document mentioned in the Florentine envoy's instructions is the Sultan's commercial privilege itself, of which two copies were to be requested. The history of this document is rather confused. In Buonazia's catalogue of the Arabic manuscripts in the Biblioteca Nazionale entry

18 A. M. Bandini, Collectio veterum, footnote p. 12. Bartolomeo Scala was head of the Prima Cancelleria from 1464–94, 1494–97, see D. Marzi, La cancelleria della Repubblica di Firenze, Roccas Casisano, 1919, p. 514.
19 The merchants' petition is published separately in Amari, Diplomi, pp. 361-2 (Ser. II, doc. 44) and dated 27 November 1481 (see above, p. 46, n. 27). The document, preserved in ASF, bears unmistakably the date 27 November 1487, and is clearly based on a Venetian paradigm, to which in fact the first five emendations refer, while the next three refer to Malfoa's "capitoli" and the last two are simply additions. For the Venetian document in question see Amari, op. cit., pp. 347–50 (Ser. II, doc. 45), and above, p. 42, n. 12.
20 Amari, Diplomi, pp. 374-81 (Ser. II, doc. 47).
21 For the role of the petition in treaty negotiations and the manner in which it was employed in drafting the final form, see my article "A Moroccan amir's commercial treaty with Venice of the year 913/1508", BSOAS, 1962, p. 486, notes 2, 6.
no. 72 is a commercial treaty concluded between the Republic of Florence and the Mamlūk Sultan, dated 6 Dhu’l-Hijja 894/31 October 1296. The manuscript (Fondo Del Furia, cod. no. 50) contains 21 folios (29.7 x 21 cm.), fols. 8-9 in Arabic, fols. 9-17 in Italian, the remainder blank. The Arabic is clearly that of an amateur hand (see Plate XX) and the text full of errors, some of which the copyist noticed and struck out. In addition to instances of marginal and interlinear commentary referring to specific words in the text there are two notes of some interest for the documentation of Della Stufa’s embassy. The first of these, in Italian at the bottom of folio 1r, is a reference to the footnote in the printed edition of Lorenzo’s letter to the Sultan, dated 20 June 1488, thus indicating that the copyist had some knowledge of the historical background to his work. The second note, in Arabic at the end of the text on folio 1r, informs us that the original document, from which the present manuscript was copied, bearing the seal of Francesco I, Duke of Lorraine, Grand Duke of Tuscany and Emperor, will be found in the Biblioteca Laurenziana, to which it had been transferred from the Biblioteca Imperiale Palatina: 

Before turning to the Laurenziana document, which represents the last step in the negotiations whose course we have been tracing, there are three observations to be made about the Italian translation which accompanies the Arabic copy of the treaty in the Biblioteca Nazionale. On folio 18r the translator, who may also have been the copyist, has begun a list of words of Arabic origin, together with their transliterations and Italian translations, which occur in the commercial vocabularies of both languages. On folio 17r a marginal note, possibly a later insertion, refers to the original Arabic document in the Laurenziana. Finally, a note at the top of folio 9r, which may also be a later insertion, mentions yet another Italian translation of the treaty, published in Pagnini, Della Decima, II, 213-7.

This second translation, of which only the version in Pagnini appears to be extant, is a curious document. It is a less faithful rendering than the translation in the Biblioteca Nazionale: where one article has been omitted in the latter, two are missing here; errors are frequent throughout, including the date ("6 mensis Moharrar, anno Egira 894") and the name of the Sultan. There is nothing in the document to indicate when or where the translation was made: on somewhat questionable grounds Amari has suggested Stephanus Assemani (1708-82), thus making the work a product of antiquarian interest rather than a matter of juridical and practical moment.

The original Arabic treaty granted by Sultan Qalātibay to Luigi della Stufa on 6 Dhu’l-Hijja 894/31 October 1489, is not in the Florentine State Archives but, as we have seen, in the Biblioteca Mediceo-Laurenziana. How it came to be there is not clear. As was the practice for commercial privileges, the form employed in the Mamlūk chancery for this document was the marrāsim, addressed not to the Florentines but to members of the Egyptian administration whose task it was to deal with European merchants. Of the several copies of the document which must have been made for the officers in Alexandria and the Syrian ports it is not unlikely that Della Stufa asked for and got two, as he had been instructed to do. Of these he left one with the Florentine consul in Alexandria, and brought the other with him to Florence, where it was probably of less value as a state-paper than the Italian documents upon which, as we have seen, it was based. Della Stufa’s embassy was an important move in the course of commercial relations between Egypt and Florence. When Sultan Qansuh al-Ghawri renewed the Florentine commercial privileges in 911/1506, it was the treaty of 894/1489 to which he referred.

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24 L. Buronzi, Catalogo dei codici arabi della biblioteca nazionale di Firenze, Florence, 1878, p. 36: "Serio del Furia 49 [sic]. Cartaceo, di fogli 8, alto 13o [sic], largo 21o, a 15-23 linee; maschi grande del secolo XVIII." Buronzi corrected the obvious error in the date, from 894 to 894 ("errato certo nel copione "), but restricted his notice to the Arabic folios of the manuscript. Notwithstanding his conjecture there is no evidence in either Arabic or Italian parts of the manuscript from which the date or the identity of the copyist/translator might be inferred.

25 See above, p. 47, n. 30.

26 In this respect it is worth noting that the date is correctly given in the translation as "il di 6 del Mese Del Hage Anno 894."

27 Pagnini Dal Ventura, Della Decima e della gara vascelli, della moneta, e della mercatura dei Franchi fino al secolo XVI, Lisbon-Lucca, 1775-76; reprinted, with emendations, by Amari, Diplomi, pp. 385-6 [Ser. II, doc. 48].

28 The sultan’s name was corrected by Amari, op. cit., p. 486, and his conjecture as to the date is now shown to have been correct.

29 Amari, loc. cit.

30 Listed as Or. 485 A, which also contains a second Mamlūk-Florentine commercial treaty, dated 902/1407, of which an edition is included in my study now in preparation, cited above, p. 48, n. 12. These documents were probably transferred from the Palatina to the Laurenziana in July 1721, cf. G. Gabrici, Manoscritti e carte orientali nelle biblioteca e negli archivi d’Italia, Florence 1930, p. 15.

31 See Amari, Diplomi, pp. 214-7 [Ser. I, doc. 45]; other privileges had meanwhile been granted in 901/1406 (date uncertain) and 902/1407.
Following is a list of the documents in Florence related to the commercial treaty of 894/1489 and a schema of their relationship to one another:

A. Malfofa’s draft treaty, undated (Amari, Diplomi, pp. 363-71, Ser. II, doc. 45).

B. Emendations proposed by Florentine merchants, dated 27 November 1487 (Amari, Diplomi, pp. 361-2, Ser. II, doc. 44).


D. Authenticated copy of Malfofa’s draft treaty together with the merchant’s proposed emendations and four additional articles, dated 20 November 1488 (Biblioteca Nazionale, Fondo del Furia, cod. 49).

E. Della Stufa’s petition to the Sultan, undated (Amari, Diplomi, pp. 374-81, Ser. II, doc. 47).

F. Original Arabic treaty, dated 6 Dhu’l-Hijja 894/31 October 1489 (Biblioteca Mediceo-Laurenziana, Or. 455 A).


H. Arabic transcription of Document F, dated 6 Dhu’l-Hijja 294 = 894/31 October 1489 (Biblioteca Nazionale, Fondo del Furia, cod. 50).


The Arabic text of the original treaty (Document F) is offered here, with an English translation and commentary. The document is a scroll of heavy yellowish paper with no watermark, 16.5 cm. wide and 586 cm. long. It consists of 26 pieces each approximately 24 cm. long pasted together with overlapping joints of about 0.5 cm. The top piece, which is outside when the document is rolled, is somewhat worn; it contains no writing but has two seals: of the House of Lorena and of the Biblioteca Mediceo-Laurenziana. Except for the end of the last piece, which is also slightly frayed, the roll is well-preserved, showing only occasional brownish flecks towards the edges. The document is contained when rolled in a sheath of light paper, cut to fit the width and bearing the Habsburg seal in black wax. On this covering, which is of European origin and was probably designed to preserve the document in its place of storage, is written, in three different hands:

\[ \text{Trattato di commercio fra i Fiorentini col Soldano di Egitto.} \]
\[ \text{A.} \]
\[ \text{La sua traduzione esatta si vede al numero XII.} \]
\[ \text{Questa non si trova.} \]

The writing, in black ink and contained in 268 lines, begins 1 cm. below the paste-join between the first and second pieces. For the first seven lines, about 1 cm. apart, there is a regular right margin of 1.5 cm. and an irregular left margin of about 1 cm., the seven lines covering rather less than half the second piece (Plate XXI). The remainder of the second and all of the third piece is blank. Just below the paste-join between the third and fourth pieces are two lines, with a right margin of 4.5 cm. The next line is 3 cm. from the bottom edge of that piece, the space between being filled by the sign manual of Qahir, which is 15 cm. high and 10.5 cm. wide (Plate XXII). Thereafter follows the remainder of the protocol, 17 lines in all including the sign manual, with a regular right margin of about 4.5 cm. and an irregular left margin of 0.5-1 cm. (Plates XXIII-XXVI). Towards the left margin the writing inclines slightly upwards, and the lines are separated by regular intervals of 6 cm. The actual text of the document begins with the word faṣāl in line 25, with thereafter a right margin of 3-4 cm. and a left margin of 0.5-1 cm., and an interval of 1 cm. between the lines. The whole text consists of 32 such faṣāls, written in 232 lines. The concluding formulae revert to the dimensions of the protocol given above, and consist of 12 lines of which the last seven are nearly centred on the paper, the last line being at the end of the roll (Plates XXVII-XXIX), where the seals of Lorraine and Laurenziana again appear.
انه اذا حضرت إلى مينة من المين الإسلامي أو مسالم من السواحل
أو فيتغوار في الدويلات الإسلامية مركب من المراكب المذكورة، ويا
50 كلاً، ويفتغوارهم وأقامهم ما جرى به على نفسي من الحقائق الدوائية
لا يثيرهم ما أخذ اذن بعد ذلك بل يطلبون حمايتهم
لا في البر ولا في البحر إلا في البحر السكدرمي الفضول ولا في غيره من
النحو ولا يضرهم أخذ غير طريق أجبى إلى ذلك ورسماً به

ورساً به 1

فصل II

35 سأله المذكوران ان أحكا من حرّار الفرثيين أو من جامعهم
إذا حضر إلى الفيصركي الحور أو غيره من الدويلات الإسلامية
وذا يزيدنهم من جوع أو حرر أو قايين أو زرد أو بندق
أو كحيل أو كنبر أو مرجان أو غير ذلك من الأصناف الذي
المحترس بذلك منا على نفسه وبسطهما، وإن يعج
بكل الفطر والقياس ولا يضر به أحد ولا يكلله إلى الدهر
40 الواحد اذهبوا نحوهم على جارية عادتهم في ذلك
ورسماً به

فصل III

أمي المذكوران لمقاتلين الفرثيين ان قبل هذا التاريخ إذا حضر
45 لتجار الفرثيين بضاعة في البحر السكدرمي يفجروهم الآتيون
بالمحس والقيصري ويسير كل واحد منهم به اخذ منها شيئاً وينقل
واهتم وهو يعطي البشري السكدرمي، ويلخص بهما، وبعدها
عليه حتى يشير إلى كلاً ويسألون صرغتائهما الشرفية إله إذا
حضر أحد من تجار الفرثيين أو وكلاهما بضاعة في البحر السكدرمي
50 لا احتد من النائب ولا من البلاصرين، ولا من جامعهم بأخذها، وبضاعتهم
ومنبذهم وتركهم المذكورين من أخذها، ضاعتهم وإن يزاحوا
في خازنهم أو في قاديهم وبخمر البلاصرين، ويدعوا العقدة ويقفوا

1 Sic ; the second wa-rayasem šūbī is in the same line as fāsī.
حتى لا أحصل تفريغ لتدوين في شيء من ذلك، أما اليوم، أن نستنا به

فصل 4

سأل المذكرون صدقتنا الشركة أنه إذا حضرت الديوان المتعلق بالفترة العصر ديوان، وحدثنا بها الخضوع والتغذية في ثلاثة أيام ثم

يحضر المباشرين من الديوان لإعداد وجمع إجاء عنا بذلك المباشرين المذكورين المطالعين بتلبية بالمكان، الذين هم يثبتون بأنهم خرجون في ذلك، أو يحنون، أو يجمهون من تجاوز المباشرين المذكورين،本钱اً، يحملون تجاوز في ذلك.

دعاهم إلى تجاوز المباشرين الباشرين مبكرًا من مراقبتهم، ولا يوجد عليهم شيء خارج عنا الذي جمعوا إلى ما سأله من ذلك، ورسنا به.

فصل 5

سأل المذكرون صدقتنا الشركة أنه إذا حضرت الديوان، فإنه فلا يُفسَر عليه شيء من الفقه، أو يُفصَّل عليه، أو يكتب عليه

دعاهم إلى أن ي Bảnوا بما يجدونه في ذلك، أو يجزوا بما يجدونه في ذلك، أو يفتحوا بما يجدونه في ذلك.

فإنما نجرح على العامة، ولا يقولون، ولا يقولون

فصل 6

هناك صدقتنا الشركة أنه إذا كان له أحد من التجار المذكورين فرضًا

على أحد من المباشرين الديوان، وحضرت بضاعة التاجر الذي له الفرض، وظفنه على وجه الشهر، ولا يجح عليه بأمر الديوان، ولا يغيده ويروم الفرض

ايضاً، إلى ذلك، ورسنا به.

فصل 7

سأل المذكرون صدقتنا الشركة أنه إذا كان له أحد من التجار المذكورين، ولن يمثّل الفرض، وليكن كشفه، فلا يعرفه.

فإنما نجرح عليه، أو يحكم عليه، أو يوضع عليه

فإنما نجرح عليه، أو يحكم عليه، أو يضع عليه

FFFFFF 4. For Sisila 'a-ba'fia.
4. For muddahara 'a-dharrin.
النوور الإسلامية

فصول

فصل XI

سأل المذكرون صداقتنا الشريف بروز أمزرا الشريف أنه إذا لم يعط

135

سر في البأبر أو غيره من البضائع وحصره تأجر من زجارهم وأراد

115

اعد الإسراء لا يعارض أحد من المسلمين ولا غيرهم من خلق الله تعالى

110

إجابوا بالجواب في ذلك ما جرت به العامة وسمتنا بذلك

فصل XII

سأل المذكرون صداقتنا الشريف بروز أمزرا الشريف أن

120

أحداً من المسلمين لا يتكاد أحداً من تجار الفرتنين إلا من

125

حارم الله الذي هو إذا حصر المالك قدم بأبيه الفرتنين وحرر

ال أمر بينهم بالطريق الشريف ولم ينصبهم امرهم يجعلهم

120

غيرهم على جواهر الشريف اجتازوا ما سألوا من ذلك وسمتنا به

فصل XIII

سأل المذكرون أنه إذا حضر قفصل من طاقة الفرتنين إلى النغر

125

السكوني الداروس أو الحارم من الفرتنين يجري على عادة

فصل البادية من العلوم والفلسفة والحقوق الجارية

120

بها العامة اجتازوا ذلك لاجر على العامة وسمتنا به

فصل XIV

سأل المذكرون صداقتنا الشريف بروز أمزرا الشريف أنه إذا

135

كان بين طاقة الفرتنين ضاب وشرور أو لاحمر منهم فيحص على

140

كثير من ضاحيه أحد من البأبر ولا من الخمار ولا من

الجار إلا قفصل طاقاتهم على ما جرت به عادة أو برضاهم بالله

140

إجواباً إجواباً إلى ذلك وسمتنا به

 раздел على ذلك أجريت إلى ذلك وسمتنا به

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مشهور

150

أجوبأ إجواباً إلى ذلك وسمتنا به

فصل XVI

سأل المذكرون فصول هو بروز أمزرا الشريف أن

150

أحداً من تجار الفرتنين إذا حضر إلى السواحل الإسلامية

155

أو إلى الفرتنين في مراكب مرعة أو غيرها وقصد

إجواباً إلى ذلك لاجر على العامة ولا ينجز على ذلك وسمتنا به

فصل XVII

سأل المذكرون أن إذا حضر قفصل من طاقة الفرتنين إلى النغر

150

السكوني الداروس أو الحارم من الفرتنين يجري على عادة

فصل البادية من العلوم والفلسفة والحقوق الجارية

155

بها العامة اجتازوا ذلك لاجر على العامة وسمتنا به

فصل XVIII

سأل المذكرون أن إذا حضر قفصل من طاقة الفرتنين إلى النغر

160

السكوني الداروس أو الحارم من الفرتنين يجري على عادة

فصل البادية من العلوم والفلسفة والحقوق الجارية

165

بها العامة اجتازوا ذلك لاجر على العامة وسمتنا به

* For markah
المسلمين أو كان يتنبأ شرائب أو مصادفة لا يُلزم غيره من طائفته
وابن جمه النقل حتى ولا الان بالباب ولا الأبد بالأن
الطرق شرعية أجيبوا إلى ذلك ورسما به
فصل 

165

سأل صناعة الشرف بروز أمرنا الشرف ان احة من
تجار الفرتنين إذا أرادت قُطر سعة أو قضاء بكيلهم وفكار
لا يجده لا يعصر احده ولا يشتر عليه ولا يع유ه
كتبه أجيبوا بأمرهم في ذلك على ما جرى به
العاده حيث كان ذلك عن قرب عهر في الملة ورسما به
فصل 

XX

170

سأل المذكوران صناعة الشرف بروز أمرنا الشرف أنه
كان أحد من تجار الفرتنين تلقائات أو حقوق شرعية على أحده
من المسلمين ولم يحبحر الحماد ليقوم به على من الحق واستن عن اعتة
الحق بالطريق الشرعى وقعد الحاذر الفرتنين الحضر إلى خدمة
السيلة الشرفية في بأسك ذلك لا يعصر نابي ولا أحده الحكام
ولا تاجر ومسكن من الحضر من غير أن يكفف الخرج الفرد ليخالص
حته على الوجه الشرعى أجيبوا إلى ذلك ورسما به
فصل 

XXI

180

سأل المذكوران صناعة الشرف بروز أمرنا الشرف ان احة من
تجار الفرتنين إذا عملت به مع أحد من تجار الفرتنين وقع بينه
فاض بياره أو غيره من البضائع وأعد غير البائع ان ذلك
بضاعته فلا يحبحر منه ولا يحضره في ذلك البائع شيء بعد خدل
ذك في دين البائع ولا يحصير احده في ذلك البائع شري
اجيبوا بأمره في ذلك على ما جرى به عادة التجار
فصل 

XXII

185

سأل صناعة الشرف بروز أمرنا الشرف ان طائفة الفرتنين
فاضوا دفعاً ملياً خاصاً يعفره على حكم ذات
البادية أجيبوا إلى ذلك ورسما به
فصل 

XXIII

190

أتى المذكوران أن تجار الفرتنين إذا حضروا إلى النفر السك绮در

الخروس أو المشرب من السعور بيضاء وأقواهما بما على من الحقوق
الدولياء واستمر في كفاح على الجهاء وتغير المباشرين والتجار
في الديران لا يقوم أحد من التجار الفرتنين بما أقامه به في أبدا وساروا
195

مجرة أجيبوا بالأمر في ذلك على ما جرى به
العاده حيث كان ذلك عن قرب عهر في الملة ورسما به
فصل 

XXIV

سأل المذكوران صناعة الشرف بروز أمرنا الشرف إذا
قدص أحد من تجاره ووجهه إلى بلاده بعبارة من جميع الأصناف
200

من النفر السك绮در الخروس أو غيره من السعور بعد قيامه بما عليه من
الحقوق الدولياء يمكن من السفر ولا يعصره أحد في ذلك حيث
لم يكن عليه تعية أخرى ولا طرق أجيبوا إلى ذلك ورسما به
فصل 

XXV

سأل صناعة الشرف بروز أمرنا الشرف أنه إذا قدص أحد من
205

أنجح الفرتنين إلى بلاده في مراكب غير طالبهم لا
يعصره أحد في شيء من طفائه ولا في أكمله ولا شرب ولا فشله
ليسه ولا شيء من حاله ولا يكلف بسبب ذلك غير طرق
اجيبوا إلى ذلك ورسما به
فصل 

XXVI

210

سأل صناعة الشرف بروز أمرنا الشرف بأنه إذا كان أحد
من طائفة الفرتنين في بلد أنه كان يغرض إلى طائفة الفرتنين
في الب أو البحر واجد لهم شرينا أو حصل لهم من تشويه أو كان
لهم عليه حقوق أو دين أو دعاوى قضائية بإنه الفرد الاستقلالية
يحل له الحماد بالسكان الذي هو في أملهم وإذا لم تكلمهم حقهم او كان
مركب من تجار الفرتنين يشغله على احده يفعله أي أبوين الشرف
ليحل حكم كل منهم على حكم الشرع الشرف
اجيبوا إلى ذلك ورسما به

* Inserted between lines 188 and 189, above (i).
XXVII

سأل المذكورين صدقُانِهُما الشرفاء بروز أمّا الشرف أنه إذا
240 فعد حساب بين أحد من تجار الّذين تراببلت بين حارب من المسلمين
وصرّ بأيام تجربة كأنه يتجَّه لملف ما بتقبل على احترام بعد ذلك
الآ لبطرق شرعية. اجتيباً إلى ذلك ورسماً به.
فصل
XXVIII

سأل المذكورين صدقُانِهُما الشرفاء بروز أمّا الشرف
245 فإنه إذا حضر إلى الميناء الإسلامي مركب تجار الّذين أتى به.
واقف بما تعبير على ما بين الحقائق الدينيات ما بين
من جميع ما يعرف به وغيره من الّلذين يعترفون به.
لذا كنفت على جار من جار في جانب في ذلك وسعدائم
اجتيباً إلى ذلك ورسماً به.
فصل
XXIX

سأل المذكورين صدقُانِهُما الشرفاء ان يعينون فتحاً ل النظر الأكباترية
230 الحرس لفصولهم وتجربه على العامة في ذلك وكما هو لغيرهم
من طائفة من الشرفاء اجتيباً إلى ذلك ورسماً به.
فصل
XXX

سأل المذكورين صدقُانِهُما الشرفاء ان يعتذروا
235 فإنه إذا تعرض الإسلام بالمودة لمحامته في البضائع.
وإذا أتى به وافق على ما بين العروض والحقائق
الدينية، فإن يجريد الحاجة إلى حالة الحاله
من العروض والحقائق في حالة حاله فلا ينكر
240 ففاب الحار لغيره كنفته بصره زيادة على ما أ.?.
فإنه إذا حضر المذكور حتى ما يقبل من غيرهم
اجتيباً إلى ذلك ورسماً به.
فصل
XXXI

سأل المذكورين صدقُانِهُما الشرفاء أنه إذا حضر أحد من
245 الذين تراببلت بين حارب من المسلمين كان في المين الإسلامي
الشرفاء وغيره وكما به أحد من تجار الّذين تراببلت
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XXXI

The noble name—by which has been decreed a noble decree for all
whom it may concern, who hear it and see it among the viceroy, magistrates, and
ofﬁceholders of Islam, the inspectors, officials, and authorities of our noble
and the harbours and coasts, may God Almighty strengthen
them: that they proceed on the basis of the articles contained and set
out in this noble decree, to the execution of them, and the avoidance of any departure whatever from them, in accordance with what is here set out. (1)

In the name of God the Merciful the Compassionate.

It has been decreed by the noble command, the lofty, the lordly, the sultan, Al-Malik Al-Ashraf Sayf [al-Din] Qutbshay, may God Almighty elevate and ennoble it, and grant it effectiveness and power of disposition: that this noble decree be written to all whom it may concern, who hear it and see it among the viceroy, magistrates, and officeholders of Islam, the inspectors, officials, and authorities of our noble Islamic provinces, the God-guarded port of Alexandria and the harbours and coasts, may God Almighty strengthen them. We would bring to their attention that the honourable Luigi della Stufa, ambassador from his presence the honourable king, ruler of the Florentines (Lorenzo de' Medici), has arrived at our noble portals and appeared at our glorious station, and has informed us from him who sent him of the privileges issued by former kings which relate to the Florentine nation and their merchants, and has requested of our noble benevolence a renewal of the noble decree to that effect and the execution of the articles contained in it. So we have decreed that, and the articles are set out in writing below, in response to what he has requested: that they be executed and departures from them be avoided. And they are the following: (2)

I. The aforesaid ambassador Luigi and the Florentine merchants accompanying him have informed us that their ships include sailing vessels, galleys, cargo vessels, and others. And they have requested of our noble benevolence that when one of the aforesaid ships arrives at one of the Islamic harbours or coasts or ports with their agents and goods aboard, and they have paid their customary administrative dues, no one shall trouble them after that with extortion or impose innovations upon them, either ashore or at sea, either in the God-guarded port of Alexandria or in any other of the ports, nor shall anyone oppose them without due process. They have been answered in that and we hereby decree it. (3)

II. The aforesaid have requested that when one of the Florentine merchants or one of their community arrives at the God-guarded port of Alexandria or another of the Islamic ports and discharges his goods, such as cloth or silk or soap or olive oil or hazel nuts or antimony or sulphur or coral or other than that of such commodities, that the importer of those be secure in respect of his person and of his goods, and that he may sell for cash or by barter to whom he chooses, and no one shall trouble him nor extort from him even a single dirham. They have been answered according to their custom in that and we hereby decree it. (4)

III. The aforesaid have informed our noble station that prior to this date when goods arrived at the God-guarded port of Alexandria for Florentine merchants, the officials of the fifth would open them and inspect them, and each one would begin to take something from them, saying “I will buy it.” Thus the official impairs their business and damages their goods, holding them back to their (owners’) disadvantage so that he can buy them. And they have requested of our noble benevolence that when one of the Florentine merchants or their agents brings goods to the port of Alexandria, no one such as the viceroy, nor the officials nor anyone of their (own) community shall take their goods without their consent, and (that) the aforesaid be permitted to take their goods and to store them in their warehouses or in their fundus, while the officials are present to count and to weigh so that the diwan suffer no loss in that. They have been answered in that and we hereby decree it. (5)

IV. The aforesaid have requested of our noble benevolence that when goods arrive belonging to the Florentines and they have put them in their warehouses and fundus, and three days pass without the officials coming from the diwan to take the count and weight, their circumstances being thus impaired by the delay of the aforesaid officials, they may inform the viceroy of the place(s) where they happen to be of that, and pay the customary expenses for that while (the goods) are deposited with the viceroy. And where they have paid that which is customary and delay by the officials has been prevented, they shall be allowed their goods, and nothing new imposed upon them beyond their custom. They have been answered in what they have requested in that respect and we hereby decree it. (6)

V. The aforesaid have requested of our noble benevolence that when syrup arrives for them at the God-guarded port of Alexandria or any other of the Islamic ports and an ashraf has been taken for each cask according to the custom, no one shall extort from them nor oppress them for even a dirham more than the custom. They have been answered that they shall sell that (syrup) to the merchant of the Royal Stores in the port of Alexandria according to the custom in that respect. (7)

VI. The aforesaid have requested of our noble benevolence that when the Florentine community is in the God-guarded port of Alexandria, or
of goods who brings them to one of the Islamic ports and disposes of them by sale or to pay a debt of his, and then dies, after which the merchant who owns the goods comes to the port in which the aforesaid agent or envoy died and it is confirmed that the latter was in fact his man, then no one shall oppose him in it and he shall take his goods from whoever took them from the deceased, without opposition to him in this in accordance with the holy undefiled law, with due legal process. They have been answered in that and we hereby decree it. (12)

X. The aforesaid have requested of our noble benevolence promulgation of our noble command that when a price has not been fixed for spices and other goods and one of their merchants arrives and wishes to buy and sell no one of the Muslims or any other of God’s creatures shall hinder him. They have been answered according to their custom in that and we hereby decree it. (12)

XI. The aforesaid have requested of our noble benevolence promulgation of our noble command that no one of the Muslims shall bring a complaint against any one of the Florentine merchants except by way of the magistrate of the port in which he (the Florentine) happens to be. And when the plaintiff comes before the viceroy of the port the matter shall be composed between them with due legal process, and if their matter has not been decided he shall be brought with his litigant to our noble portals. They have been answered in what they have requested in that respect and we hereby decree it. (13)

XII. The aforesaid have requested that when a consul from the Florentine nation arrives at the God-guarded port of Alexandria or another of the Islamic ports he shall be treated according to the custom of the consul of the Venetians in respect of salary, stipend and customary rights. They have been answered in that according to custom and we hereby decree it. (14)

XIII. The aforesaid have requested of our noble benevolence promulgation of our noble command that when one of the Florentine merchants arrives in the harbour of Beirut or in another (harbour) intending to buy and sell no one shall oppose him and he shall be treated according to the custom of the Venetians in their buying and selling. And if the Florentine merchants buy potash from Beirut or from God-guarded Damascus they shall pay what the Venetian nation pays and not in excess of that. They have been answered in that and we hereby decree it. (15)
XIV. The aforesaid have requested of our noble benevolence promulgation of our noble command that when there is within the Florentine nation dispute or quarrels or one of them has a right against another of his nation no one of the viceroys or magistrates or merchants shall adjudicate between them except the consul of their nation according to their custom or to their satisfaction in that. They have been answered in that and we hereby decree it. (16)

XV. The aforesaid have informed (us) that it is their custom when one of them intends to travel from country to country to change his costume and wear the clothing of the Mamluks out of fear of rapacity against them on the roads. No one shall trouble them nor interfere with their victuals and their drink nor because of that oppress them for even a single dirham. They have been answered according to their custom in that without innovations and we hereby decree it. (17)

XVI. The aforesaid have requested of our noble benevolence promulgation of our noble command that when one of the Florentine merchants arrives at the Islamic coasts or Islamic ports in sailing ships or other kinds seeking to repair the ship he is in and requiring to buy whatsoever of the many articles related to that, he shall be allowed to do so and not opposed at all by any means whatever. They have been answered in that and we hereby decree it. (18)

XVII. They have requested of our noble benevolence promulgation of our noble command that when any Florentine ships arrive in the Islamic lands without goods and those aboard have what they require in the way of victuals and drink, no one shall oppose them nor oppress them for a single dirham without due process. They have been answered in that and we hereby decree it. (19)

XVIII. They have requested of our noble benevolence promulgation of our noble command that when one of the Muslims has legal rights against one of their merchants or (one) of their nation, or there is between them a dispute or strife no one else of his nation or fellow countrymen shall be held liable for that, even a son for his father or a father for his son, except with due legal process. They have been answered in that and we hereby decree it. (20)

XIX. They have requested of our noble benevolence promulgation of our noble command that should one of the Florentine merchants wish to despatch couriers or envoys with their letters and business to anyone, no one shall oppose him nor make difficulties for him nor impede him nor open their letters. They have been answered according to what is customary in that and we hereby decree it. (21)

XX. The aforesaid have requested of our noble benevolence promulgation of our noble command that (should) one of the Florentine merchants have concerns or legal rights against one of the Muslims and the magistrate has not summoned him (the Muslim) to pay what he owes and he has refused payment with due legal process, and the Florentine merchant seeks audience in the service of our noble portals because of that, neither viceroy nor merchant nor anyone of the magistrates shall oppose him, and the audience shall be permitted without (his) being oppressed for a single dirham, that his right be discharged with due legal process. They have been answered in that and we hereby decree it. (22)

XXI. The aforesaid have requested of our noble benevolence promulgation of our noble command that when one of the Muslim merchants contracts a sale with one of the Florentine merchants and it is between these two a matter of barter for spices or any other goods, and someone not the seller claims that these are his goods, it shall not be accepted from him nor shall any of the goods be taken after entry in the warehouses. And no one shall oppose him in that except by due legal process. They have been answered in that according to the custom of the merchants. (23)

XXII. They have requested of our noble benevolence promulgation of our noble command that when the Florentine nation imports good, pure gold they shall exchange it at the rate of Venetian gold. They have been answered in that and we hereby decree it. (24)

XXIII. The aforesaid have informed (us) that when the Florentine merchants arrive at the God-guarded port of Alexandria or another port with goods and have paid what they owe of the administrative dues, and another spokesman has been appointed in the offices, and the officials and the authorities in the dwān have been changed, no one of the Florentine merchants shall pay what he has (already) paid a second time. And they have requested that when one of the officials or authorities has been changed that will not be demanded of them a second time. They have been answered according to custom in that, in respect of what happened recently during the “muda”, and we hereby decree it. (25)
XXIV. The aforesaid have requested of our noble benevolence provocation of our noble command (that) when one of their merchants intends to repair to his country with spices and any other commodities from the God-guarded port of Alexandria or another of the ports after having paid what he owes of the administrative dues, travel shall be permitted and no one shall oppose him in that, where there is no other prosecution or process against him. They have been answered in that and we hereby decree it. (26)

XXV. They have requested of our noble benevolence provocation of our noble command that when one of their merchants intends to repair to his country in their ships or in ships not belonging to their nation no one shall oppose him in anything pertaining to his servants or his victuals or his drink or his bedding or his clothing, nor in any of his personal effects. Nor shall he be oppressed because of that without due process. They have been answered in that and we hereby decree it. (27)

XXVI. They have requested of our noble benevolence provocation of our noble command that should anyone of the Frankish nation of whatever race have troubled the Florentine nation ashore or at sea and taken anything from them or caused them difficulties, or should they have rights against him or debts or claims when they arrive in the Islamic countries the magistrate in the place where they happen to be shall discharge their right. And when their right has not been discharged or (when) a Florentine ship makes difficulties for another, they shall be brought to our noble portals in order that the right of each of them be discharged in accordance with the noble holy law. They have been answered in that and we hereby decree it. (28)

XXVII. The aforesaid have requested of our noble benevolence provocation of our noble command that when there has been an account between one of the Florentine merchants and one of the Muslims and an acquittance has been issued by them one of them may not go back upon the other after that except by due legal process. They have been answered in that and we hereby decree it. (29)

XXVIII. The aforesaid have requested of our noble benevolence provocation of our noble command that when a cargo ship belonging to the Florentines arrives in the Islamic harbours and has paid what has been assigned it in the way of administrative dues in the harbour and everything for which it is liable, no one shall oppose it and it shall be permitted to proceed without oppression in accordance with the custom and practices of the Venetians in that respect. They have been answered in that and we hereby decree it. (30)

XXIX. The aforesaid have requested of our noble benevolence that a fundaj be assigned to their consal and merchants in the God-guarded port of Alexandria in accordance with custom in that and as is the case for other of the Frankish nations. They have been answered in that and we hereby decree it. (31)

XXX. The aforesaid have requested of our noble benevolence that when a Florentine merchant arrives in the God-guarded port of Alexandria with what he has in the way of goods and buys and sells and barter, and has paid what he owes of the tithes and administrative dues and customary expenses, and seeks to withdraw from the God-guarded port and to make for his own country, neither the superintendent of the harbour entrance nor anyone else shall oppose him for any reason by taking from him more than that which the aforesaid merchant has paid, not even to the amount of a single dirham. They have been answered in that and we hereby decree it. (32)

XXXI. The aforesaid have requested of our noble benevolence that when one of the Florentines arrives in a ship belonging to a nation other than his of whatever race at the Islamic harbours—the port of Alexandria or another—in which one of the Florentines is sought for a crime or misdemeanour or right against him, no other Florentine, such as he who arrived in the aforesaid ship, shall be detained in his stead unless he is surety or guarantor. They have been answered in that and we hereby decree it. (33)

XXXII. The aforesaid have requested of our noble benevolence that when one of the Florentine merchants arrives in the God-guarded port of Alexandria or in another of the Islamic harbours, and one approaches him to buy from him some of the goods which arrived with him, that shall be permitted and the Florentine merchant shall not be opposed because of that where he has paid what he owes of the customary tithes and administrative dues. They have been answered in that and we hereby decree it. (34)

And our decree is for everyone whom it may concern to proceed on the basis of that which we have decreed in the articles set out above, to
the execution of them, and the avoidance of any departure whatever from them, punctiliously and resolutely. So let any noble decree be authoritative, and executed in its intention and its prescription with neither deviation from it nor departure from its sense.

And the noble signature above, may God Almighty exalt it, is its authentication, God willing.

On the 6th of Dhu ‘l-Hijja in the year 894 (31 October 1489).

In conformity with the noble decree.

Praise be to God Alone, and God bless him after whom there is no prophet.

And God is our sufficiency, and how excellent a guardian is He! (33)

COMMENTS

1. From the point of view of Manlûk chancery practice the commercial treaties were related in principle to safe-conducts (amanûlûd) and armistices (hûlûd) but in form to an administrative order or decree (mar בת, pl. marâsûn) of the kind originally employed for lesser officials in the Manlûk administration, see al-Qalqashandî, Şûbî al-A‘sha, Cairo 1933-20, XIII, 321-31, XIV, 2-78, XI, 107-12, respectively. While al-Qalqashandî does not mention the commercial treaty as a recognized class of chancery document he includes under armistices provision for a “commercial clause” by which merchants of either party to the contract were free to trade in the lands of the other (op. cit., XIV, 10), a provision also explicit in his observations on the safe-conduct (op. cit., XIII, 322). Examples of the marûsun are abundant among the documents preserved from the Manlûk chancery, only a few of which are commercial privileges, see especially H. Ernst, Die manlûkischen Sultansurkunden des Sinai-Klosters, Wiesbaden 1960, passim; Amârî, Diplomii, pp. 214-17 (Ser. I, doc. 42), 226-9 (Ser. I, doc. 45); G. Elezović, Turski Spomenici, Beograd 1932, I, 172-82 (doc. 133); B. Moritz, “Ein Firmans des Sultans Selim I. für die Venezianer,” Festschrift Eduard Sachau, Berlin 1915, pp. 419-30 (heading incomplete, cf. p. 428). The extant examples correspond in most respects to al-Qalqashandî’s description of the class (op. cit., XI, 107-12, esp. p. 111, and also VIII, 21-4): the abstract of its contents written in the top margin (jurra) of the document (in our document lines 1-7, see Plate XXII), two pieces (wisâl, pl. wiṣâl) left blank between the jurra and the basnala, and followed by the formula rusûna bi’l-amr al-sharîf and the name of the originator (see Plate XXII, and below, n. 2). Because of the brevity of the abstract the Manlûk officers are addressed generally in it, a closer delineation of their functions appearing in the

2. The mark of authentication in our document is the name of the Sultan, who was the originator of the document, referred to here as al-isn al-sharîf (line 1) and al-ḫufūf al-sharîf (line 261). The development of signatures employed in Islamic chancery practice is the subject of a detailed historical investigation by S. M. Stern in his study, Fâtûmid Decrees, London 1964, pp. 123-65, and for the Manlûk chancery especially pp. 157-9. For other published facsimiles of Qâlibây’s signature see the references in “A Manlûk letter”, BSOAS, 1962, p. 201, n. 1. The general form of the preamble or exposition, which follows the basnala and introduces the text of the document (see Plates XXIII-XXVI), corresponds to al-Qalqashandî’s description (op. cit., XI, 111). Tî’ifa, jamâ’a, and jins appear to be used interchangeably with reference to the Florentines, and are rendered in the contemporary Italian translations as “nazione” or “generazione” without consistent distinction, but see Amârî, Diplomii, p. 438 n. 1, and M. van Berchem, Médecins pour un Corpus inscriptionum Arabicarum, Cairo 1894-1930, II, i, Jerusalem ville, p. 382 n. 2. The terms sharîf (sing. sharîf) and fuṣûl (sing. fuṣûl) both refer to the contents of a commercial treaty; while the former might designate

article of the treaty, see in general M. Gaudfroy-Demombynes, La Syrie à l’époque des mamlouks, Paris 1923, pp. lv-lxx; D. Ayakon, “Studies on the structure of the Manlûk Army III,” BSOAS, 1954, pp. 57-79; and W. Popper, Egypt and Syria under the Circassian Sultans, I, Berkeley 1955, pp. 90-120. For the use of the term mubâshîr, of which muhasarrî appears here to be a synonym (cf. Ernst, Sultansurkunden, pp. 160, 182), see Ibn Iyâs III, 151 (where it is a general term for administrative officials), 159, 219 (where it is employed in contradistinction to amârî and manlûk, respectively), and further references in Moritz, “Firmans,” p. 437, n. 3. Mubâshîr appears also in Italian documents occasionally, as “Bassarini,” see C. Marin, Storia civile e politica del commercio dei Veneziani, Venice 1808, VII, 288-321, part II, article 7. Ḥâbin may here be simply a synonym of ḍâdî (cf. Moritz, “Firmans,” p. 438 n. 18), but more likely refers to a magistrate with jurisdiction in the customary law which governed the markets and transactions with European merchants, see Elezović, Turski Spomenici I, ii, 175 and J. Sauvageot, “Décrets mamlouks de Syrie,” BEO, II, 1932, p. 26 (where ḥâkîm and ḍâdî appear together); and for this application of the term in other parts of the Muslim world, Amari, Storia dei Musulmani di Sicilia, ed. Nallino, Catania 1933-39, II, 5 n. 1; H. Idris, La Barbèsie orientale sous les Zirides, Paris 1962, II, 348, 530; and U. Heyd, Ottoman Documents on Palestine 1552-1615, Oxford 1966, p. 49, n. 6.
specifically the contents of the treaty (i.e. conditions or privileges) and the latter the form in which these are cast (i.e. items or articles), they are in fact used interchangeably, see Amari, *Diplomi*, p. 182; Moritz, "Firmar," p. 433 art. 16, and above pp. 10–11. The use of ḥākim for the ruler of Florence is arbitrary, the same being called malik and ṣāhib in other contemporary documents (cf. Amari, *Diplomi*, pp. 182, 222, 232), while al-Qalqashndi has examples of the application of ḥākim to other European rulers (op. cit., VII, 46, and XIV, 52).

3. Cf. Doc. D, pt. 1, 1: Doc. E, 1; Doc. G, 1; Doc. H, 1; Doc. J, 1, for the corresponding article (similar cross-references are given below for each of the articles). The three kinds of ship named here are attested in Arabic sources but with such diversity of application that it is difficult to know which kind of Italian ship is meant. Doc. G has "navi fiorentini quadre o lunghe ovvero di qualunque struttura" (Amari, *Diplomi*, p. 382), while Doc. J has "Navi, galere, galeazze, fuse ed altri legni," and Doc. H an interlinear note "navi — quadrirame — galera,". Though it is not impossible that the term murabba' (or murbi') refer to a ship's size or structure (cf. H. Kindermann, "Schiff" in *Arabischen, Zwickau* i. S. 1934, p. 64 s.v. mithallabu), it is more likely a reference to a sailing ship as opposed to a galley, see Ibn Taghiirīdī, al-Nīfūṣ al-Zāhiru, ed. Popper, VI, 607, 608, where the expressions murabba'at al-qil'at and marlah muwabba' (or murbi') are used especially for European ships (cf. ibid., Glossary, p. xxx). Such distinctions are however of limited value. While for example, the terms ḥāriba (sing. ḥurib) and ṣarq'id (sing. ṣarq) often designate respectively light galleys and heavy transports, they are frequently used interchangeably, see Kindermann, op. cit., pp. 68–72, 56–9; and "A Moroccan amir," *BSOA*, 1962, p. 431 n. 8. Huqūq ḍiwānīyya, which also appear in article XXIII, were very likely extralegal taxes levied by the administration, as distinguished from the canonical taxes, huqūq sharʿiyya, mentioned in articles XVIII and XX, see Ernst, *Sultanserkunden*, pp. 178, 200, 212, 232; H. Lammens, *Remarques sur les mots français dérivés de l'arabe*, Beirut 1890, p. 100; and for the corresponding Ottoman term 'awrād ḍiwānīyya, R. Mantran and J. Sauvaget, *Règlements fiscaux ottomans*, Paris 1931, p. 33 n. 7. While the grammatical structure of the articles, based upon the expressions wa-ṣa'la ṣa'iqūn ṣāhib wa-aṣābūn ṣa'ītā la ḍhālik wa-rasūmān bihi, belongs to a chancery tradition, it demonstrates the role of the petition in treaty negotiations and at the same time the importance of the Italian documents in the final casting of the Arabic, see above p. 47, n. 33, and below note 35.


5. Cf. Doc. D, pt. 1, 7: Doc. E, 3; Doc. G, 3; Doc. H, 3; Doc. J, 3. The references to makhāzin (sing. makhba) and fanādīq (sing. fanadq) are further evidence of the dependence of the Florentine commercial privileges upon those granted to nations longer established in the Levant, especially Venice. It is not indeed clear whether the Florentines were ever allotted their own fanadq, see article XXIX, and Heyd, *Commerce*, II, 490. The expression bi'l-khums is probably a reference to the buqūq ḍiwānīyya, see above note 3, Ernst, *Sultanserkunden*, p. 200, line 7, and note p. 286, and Amari, *Diplomi*, p. 203, art. 25, though it is worth noting that Doc. J has "aprire la quinta parte". Counting ('adda) and weighing (qabāna) must have been among the most important aspects of transactions in Alexandrie, and it is not unlikely that the diwān mentioned here and throughout the treaty (articles I, III, IV, VI, VIII, XXII, XXVIII, XXX, XXXXXII) is the diwān al-qabānī, so designated in articles VII and XXI, see below note 9.


7. Cf. Doc. E, 5; Doc. G, 5; Doc. H, 5; Doc. J, 5. For qitāra (qitāra ?) Docs. E, G, and J have "melazi", "vino o rosolio", and "una quantità di vettura" (= botta), respectively, see Dozy, *Suppl.* s.v. (where it is described as a mixture of honey and sugar). Barınil is rendered "barile", "charatello", and "vettura" in the Italian documents; according to Pegolotti the Florentine "barile" contained in the 14th century 45½ litres (op. cit., p. 101). *Ashraf* rendered in Docs. G and J as "sarro" and "surifo", and in Doc. E simply as "ducato" was a gold coin (dişar) minted at the order of Sultan al-Malik al-Ashraf Barsbay in 829/1425 in a move to limit the circulation of European currency, chiefly the Venetian ducat, in Egypt and Syria. Not a full dişar in weight (3-45 gr. instead of the traditional 4-25 gr.) the *ashraf* had nevertheless the weight of the European coin it was meant to replace, and became during the 15th century almost synonymous with dişar, see Popper, *Egypt and Syria* II, 45, 49–50; and Mantran-Sauvaget, *Règle-
ments, p. 11 n. 1. Al-dhakāhira, which may have been the point of control for regalian monopolies, appears frequently in Italian documents as "dachierî" or "dachieri", see "A Mamluk ambassador", BSOAS, 1963, p. 328 n. 3, and also Ernst, Sultansverkunden, pp. 182, 184, 188; Elezović, Turski Spomenici, p. 176; Moritz, "Firman," p. 411 n. 39; "A Mamluk letter," BSOAS, 1961, p. 211 n. 7.

8. Cf. Doc. E, 6; Doc. G, 6; Doc. H, 6; Doc. J, 6. For mazana in this usage: to pay an impost (after weighing?), see Dozy, Suppl., s.v., to which may be added examples in M. Alarón y Santón and Ramón García de Linera, Los Documentos árabes diplomáticos del Archivo de la Corona de Aragón, Madrid-Granada, 1940, p. 373, arts. 2, 3, 5. Apart from customs fees for brokerage (samsara) and interpreters (târijjina) were regularly levied in Muslim ports, see Pegolotti, Pratica, pp. 28, 44; Moritz, "Firman," p. 443 n. 52; Mas Latrie, Relations et commerce de l'Afrique septentrionale, Paris 1886, pp. 351-3; "A Mamluk ambassador," BSOAS, 1963, p. 526 n. 6.

9. Cf. Doc. D, pt. 1, 2 and pt. 2, 1; Doc. E, 7; Doc. G, 7; Doc. H, 7; Doc. J, 7. Divān al-qabān appears in Italian documents both translated (e.g. Doc. G: "tribunal del pesatore," Amari, Diplomi, p. 383) and transliterated (e.g. Doc. E: "dogma del chapano," Amari, Diplomi, p. 376), see also article XXI and note 5 above, and for the word qabān, Dozy, Suppl., s.v.; Heyd, Commerce II, 451 n. 4; Amari, Diplomi, p. 441 n. 10; Pegolotti, Pratica, pp. 57, 99; Mantran-Sauvaget, Règlements, pp. 13-4; and the references in "A Mamluk ambassador," BSOAS, 1963, p. 526 n. 7. The functionaries of the divan were called qabānîya, see Ibn Iyâs III, 262, 268; E. Lane, Modern Egyptians, London 1908, p. 62; and note the verbal noun qabāna in article IV of our document. In view of the frequency with which this office is mentioned in the commercial documents of the late Mamlık period (e.g. Amari, Diplomi, pp. 197, 202; Alarcon-Garcia, Documentos, pp. 375-6; Elezović, Turski Spomenici, p. 178) it is surprising not to find it listed with the other divans in al-Qalqashandî, or in Khalîf al-Zâhirî's Zubdât Kasf Al-Mamlîk, ed. Kâvalîse, Paris, 1914, pp. 93-110.


14. Cf. Doc. D, pt. 1, 13; Doc. E, 12; Doc. G, 12; Doc. H, 12; Doc. J, 12. Here is the first mention in our document of a Venetian precedent, which occurs again in articles XIII, XXII, and XXVIII. The distinction, if any, between maliʿun and jamiḥiyâ is not clear; the latter is attested frequently in the Mamlûk commercial privileges, and appears to have been a fixed stipend of 200 ducats paid to the consul by the Sultan out of the revenues in Alexandria, see the references in "A Mamluk ambassador," BSOAS, 1963, pp. 529 n. 4, 525 n. 2. The consul's rights (hasqa) are left undefined, though the term may be a reference to his jurisdiction in disputes among his compatriots (see article XIV), suggested by the rendering in Doc. G (Amari, Diplomi, p. 384), though this jurisdiction was in practice limited (cf. the passage in al-Zâhirî, Zubdâ, p. 41, in which the European consul is described as a hostage—raḥîna—for his nation in Alexandria).

15. Cf. Doc. D, pt. 1, 14, 24; Doc. E, 13; Doc. G, 13; Doc. H, 13; Doc. J, 13. Potash (jual or qilî) was a major European export from Syria, and provision for its handling appears in most of the Mamlûk commercial privileges, see Pegolotti, Pratica, pp. 296, 428 (sale arca); Mantran-Sauvaget, Règlements, pp. 22-4, 69 (bals); Heyd, Commerce II, 459.


More likely is a reference to a garment worn by the natives of Egypt and Syria perhaps by some ranks of amir as well. A few marks of distinction in their clothing were preserved at all times by the ruling class of the Mamluk state, see L. A. Mayer, Mamluk Costume, Geneva 1952, pp. 24, 25, 32 n. 12. This provision does not appear often in the Mamluk commercial privileges, only three times in the 15th century, though it may have been merely desultory recognition of a widely established practice.


20. Cf. Doc. D, pt. 1, 15; Doc. E, 18; Doc. G, 18; Doc. H, 18; Doc. J, 18. Ḥusayn sharīʿa, mentioned again in article XX, are attested elsewhere (e.g. Amari, Diplomi, p. 193; Morita, “Firman,” p. 436 art. 30), and may be identical with the titles (ṣṣṣārī) in articles XXX and XXXII, see also above note 3, and below note 33.

21. Cf. Doc. D, pt. 1, 26; Doc. E, 19; Doc. H, 19; Doc. J, 19. This and the following article were omitted in Doc. G.


25. Cf. Doc. D, pt. 2, 2; Doc. E, 24; Doc. G, 21; Doc. H, 23; Doc. J, 23. Mutashālimūn and muhaddāshīn appear in Mamluk documents as generic designations of “officials”, much as muḥāshīrūn and mutafṣīrin (see above note 1), e.g. Amari, Diplomi, pp. 214, 215, 223; Ernst, Sultanserkennden, pp. 218, 222, 225. For the two former terms see Dozy, Suppl., s.v., to which the use of tahadduth in al-Ḳalqashandi, Šubb, XIV, 7, might be added. The appearance of the term mudda in the dispositio may be evidence to support the conjecture of Moritz, “Firman,” p. 443 n. 52, that the mediaeval Italian word “muda” is thence derived, rather than from the Latin “mutare”, see “A Mamluk ambassador”, BSOAS, 1963, p. 526 n. 1. Heyd’s derivation from “mutare” in the sense of to exchange or barter (Commmerce, II, 455) is not possible though it does not appear quite to cover the synonymous expression “tempo de galte” which occurs so often in the Italian sources, e.g. passages in the Venetian records such as “dicte galter habecant mutam in Alexandria” and “propinquit tempus mutarum galearum Alexandrini” (Terminazioni ed incanti di galare 1469-89, Archivio Veneto, Ser. 5, II, pp. 250-51), and article 9 in the Mamluk-Venetian treaty of 933/1527 (“A Mamluk ambassador”), p. 523; but cf. Du Cange, s.v. no. 7: “Mutat, dicitur de navibus, quae securitas causa simul navigat.”


30. Cf. Doc. E, 30; Doc. G, 26; Doc. H, 28; Doc. J, 28. This article appears to be a repetition of the provision in article I but with particular reference to the marākhī bi-tābītāt, which would thus not have been included among the ships’ types enumerated there. While Docs. G and J have simply “navi”, Doc. E contains the expression “navilio di gaggià” (Amari, Diplomi, p. 380), providing further evidence of the use of Della Stufa’s petition in the drafting of the Arabic treaty. Tābītāt (or tābīt) and “gaggia” (commonly “gabbia”) designate a crow’s-nest (and by extension top-sail) or a storage place aboard ship, see Dozy, Suppl., s.v. tābīt; R. Brunschvig, La Barbérie orientale sous les Hafsidès, Paris
1949–7, II, n. 4 on pp. 97–8; H. and R. Kahane and A. Tietze, *The Lingua Franca in the Lecavi*, Urbana 1958, pp. 236–7, no. 315. Since all masted ships could have had a crow’s-nest, including thus the *muruq바다* at al-qərḥa* in* article I (see above note 3), it seems likely that here *thabīt* refers to storage or hold and, perhaps because of the cargo carried therein, received special attention in the commercial privileges. In the Mamluk–Venetian treaty of 918/1512 the expression “nave a magazen ultra le galie”, also uncommon in the commercial documents of the period, may be a reference to the same kind of vessel, see Marin, *Storia civile e politica del commercio dei Veneziani*, VII, 288–321, pt. 1 art. 6.


32. Cf. Doc. D, pt. 4, 7; Doc. G, 28; Doc. H, 30; Doc. J, 30. ‘Ushūr may be taxes levied on the goods of merchants in accordance with the prescriptions of the holy law, and therefore possibly identical with hāqiq shar‘yya in articles XVIII and XX, though the application of the term *‘ushur* may be a legal fiction, see “A Moroccan amir”, *BSOAS*, 1962, p. 460 n. 5; and cf. the expression al-miṣāḥ wa‘l-‘ushur al-sulṭānī in Amari, *Diplomi*, p. 189. For the Mamluk official al-shāhīd bi-bāb al-bahr, see Gaidnafroy-Demombynes, *Syrie*, p. 223 n. 4; Popper, *Egýpt and Syria I*, 106; Moritz, “Firmán,” pp. 441 n. 38, 443 n. 49.

33. Cf. Doc. D, pt. 1, 15; Doc. E, 18; Doc. G, 29; Doc. H, 31; Doc. J, 31. This article, supplementary to the provisions of article XVIII, is contained in principle in all of the Mamluk commercial treaties of the 13th century, underlining the importance in the eyes of the Mamluk administration of the notion of collective responsibility with regard to the foreign merchant communities resident in their territory. Abuses on both sides were frequent, and the inclusion of this provision could have been a comfort to the Europeans since the question of responsibility among their own number was determined by their consul. For *damān*, in its broadest application a synonym of *kafila*, see EI, second ed., s.v., though it is not unlikely that the Arabic terms are merely renderings of European notions of legal responsibility, explicit in such terms as “piezo o principal”, “plezio vel appacato”, “piezo per carta”, “in caso de piezaria”, “principal o piezo, over chel habi scripto carta a desco”, which invariably appear in the Latin and Italian commercial documents, see Brunschvig, *La Berbérie I*, 431–40; and J. Schacht, “Droit byzantin et droit musulman,” in *Convegno Volla XII*, Rome 1957, pp. 205–6.


35. Like the protocol, the concluding formulae and the terminal sigla (see Plates XXVII–XXIX) correspond closely to the prescriptions of al-Qalqashandi for all chancery documents (op. cit., VI, 232–5, 262–70; VIII, 21–2) of which abundant examples have been preserved (e.g. Amari, *Diplomi*, pp. 209, 222–3, 227, 220, etc.; Ernst, *Sultansurkunden*, pp. xxiii–xxviii and passim). Cast substantially in the form of a *warsūn* the Mamluk commercial privileges as such offer the conventional chancery forms for the introductory and concluding parts of the document (*fasūd* and *hassāt*). In the text (*ma‘in) clearly marked divisions (*fasūl*) opening with a verbatim statement of the petitio and closing with the dispositio *wa-rasamnā bihi, follow*, too, a chancery convention for letters of reply, employed as a safeguard against omission of details (al-Qalqashandi, op. cit., VII, p. 207). If, however, the form of the commercial treaties adheres closely to a Muslim tradition it is not unlikely that the juridical principle upon which they were based was an introduction from European practice, see EI, second ed., s.v. *amān*, and the references to the studies of Brunschvig and Schacht in note 33 above.

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